



**City of South Fulton, Georgia**

**FIRE DEPARTMENT**

**REQUEST FOR PROPOSAL**

**FOR**

**RFP NUMBER: 25 – 22**

**Firefighter Uniforms and Accessories**

***ISSUED: WEDNESDAY, OCTOBER 1, 2025***

***BIDS DUE NO LATER THAN 2 PM THURSDAY, OCTOBER 30, 2025***

City of South Fulton Procurement Department  
4715 Frederick Dr. SW  
South Fulton, GA 30336

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The City of South Fulton, Georgia  
Purchasing Department  
4715 Frederick Dr. SW., Atlanta, GA 30336  
Phone: 470-809-7700

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[Procurement Department | South Fulton, GA](#)  
Procurement Department

**REQUEST FOR PROPOSAL**  
**RFP #25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

SCHEDULE OF EVENTS		DATE
<b>Bid Release Date:</b>		Wednesday, October 1, 2025,
<b>Non-Mandatory Pre-Bid Conference:</b> Our staff will hold a non-mandatory pre-bid conference. The person(s) bidding should refer to the information in the Instructions to Bidders for details.		Friday, October 10, 2025, 11 AM EST
<b>Deadline for questions:</b> Questions must be submitted online at: <a href="https://www.bidnetdirect.com/georgia/CityofSouthFulton">https://www.bidnetdirect.com/georgia/CityofSouthFulton</a>		Friday, October 17, 2025, 3 PM EST
<b>Answers will be posted by addendum at:</b> <a href="https://www.bidnetdirect.com/georgia/CityofSouthFulton">https://www.bidnetdirect.com/georgia/CityofSouthFulton</a>		Friday, October 24, 2025, 3 PM EST
<b>All responses to this ITB must be submitted online at:</b> <a href="https://www.bidnetdirect.com/georgia/CityofSouthFulton">https://www.bidnetdirect.com/georgia/CityofSouthFulton</a> . Bidders are required to submit responses to solicitations electronically. If you need assistance with registration or using the platform, please call Bidnet Direct's Support Team at 800-835-4603, ext. 2, for help. To attend the Bid Opening, please refer to the Information and Instructions to Bidders.		Thursday, October 30, 2025, 2 PM EST
<b>COMPANY NAME:</b>		<b>DATE:</b>
<b>MAILING ADDRESS:</b>		<b>PHONE:</b>
<b>CITY:</b>		<b>FAX:</b>
<b>STATE: ZIP:</b>		<b>SSN OR FEDERAL TAX ID#:</b>
<b>EMAIL:</b>	<b>TITLE OF AUTHORIZED REPRESENTATIVE:</b>	
<b>PRINTED NAME:</b>	<b>AUTHORIZED SIGNATURE:</b>	

Please use the checklist below to verify that all required forms are completed and submitted electronically to <https://www.bidnetdirect.com/georgia/Cityofsouthfulton>.

Failure to submit any of the items may result in the rejection of the proposal.

<b>REQUIRED FORMS/ RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES</b>	<b>INITIAL IF INCLUDED</b>
SUBMITTAL CHECKLIST (THIS FORM)	
PROPOSED PRICE SCHEDULE	
ACKNOWLEDGEMENT OF BIDDER STATE OF GEORGIA COUNTY OF FULTON	
COST PROPOSAL	
W9	
NON-CONFLICT OF INTEREST	
NON-COLLUSION AFFIDAVIT	
BUSINESS ENTITY CERTIFICATE	
CERTIFICATE OF AUTHORITY-JOINT VENTURE	
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT	
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUB-CONTRACTOR AFFIDAVIT	
ACKNOWLEDGEMENT OF PROPONENT STATE OF GEORGIA COUNTY OF FULTON	
SUB-CONTRACTOR INFORMATION FORM	
REFERENCE VERIFICATION FORMS	
REFERENCE CHECK RELEASE STATEMENT	
EXCEPTIONS FORM	
CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT	
SPECIFICATIONS OF SCOPE OF WORK	
CERTIFICATION OF DISQUALIFICATION OR REMOVAL	
ADDENDUM ACKNOWLEDGMENT FORM	
ISRAEL BOYCOTT CERTIFICATION	
DRUG FREE WORKPLACE CERTIFICATION	
DRAFT CITY SERVICE CONTRACT	

The City will not consider any proposal that does not include a completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s). The Cost Proposal must be submitted and uploaded as a separate attachment.

**RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

**CONFIRMATION OF FORM SUBMISSIONS BY** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**COMPANY REPRESENTATIVE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **INTRODUCTION**

This document constitutes a Request for Proposal from prospective bidders for the establishment of a term contract to provide Firefighter Uniforms and Accessories, as required, for the City of South Fulton Fire Department, Atlanta, Georgia, in accordance with the requirements and provisions stated herein.

The bidder must be an authorized dealer, distributor, or representative of the manufacturer for the product being bid. The bidder (s) must provide a showroom and full-service facility within forty miles of the City of South Fulton.

All materials and supplies must be new, high-quality, free of defects, and suitable for their intended use, subject to the approval of the Inspector.

The City will not accept any substitutions or alternatives to brand or model numbers on coats, shirts, trousers, or shoes, as this is meant to establish a standard of quality, uniformity, and standardization for the uniforms worn by the South Fulton Fire Department.

### **"OR EQUAL"**

If bidding an equal, bidders must include, along with their bid, specifications, or information sufficient for a thorough evaluation. Failure to do so may result in rejection as non-compliant. If the item bid differs from the specifications, exceptions must be listed on the Affidavit of Compliance.

## **INSPECTION/ACCEPTANCE**

All merchandise must be inspected by an authorized representative of the South Fulton Fire Department before acceptance, ensuring workmanship, appearance, proper functioning of all components, and compliance with all requirements of these specifications. Failure to comply will result in the purchaser rejecting all or part of the order.

If deficiencies are found, the supplier must pack and return the product, make necessary corrections or replacements, and return them at no cost to the South Fulton Fire Department for re-inspection and acceptance.

## **ESTIMATED QUANTITIES**

The quantities listed in this bid document are estimates of the total amounts that may be ordered in multiple increments throughout the specified contract period. These estimates do not indicate single order amounts unless explicitly noted. The City of South Fulton does not guarantee either single order quantities or the total aggregate order quantities.

### **1. Responsibility**

The City will determine the Proposer's responsibility based on the following minimum standard requirements:

Possesses the appropriate and sufficient technical experience.

Has adequate personnel and equipment to perform the work promptly.

Demonstrates the ability to comply with the required delivery schedule.

Has a satisfactory performance record.

Has sufficient financial resources to fulfill obligations related to the work, and taking other factors into account, the City deems it relevant to the Contract.

### **2. Responsiveness**

The City will determine the Proposer's responsiveness by verifying that complete documents meet RFP requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in the RFP.

### **3. Intent to Issue Award**

The City plans to award the contract to the responsible and responsive Proposer whose bid provides the best value for RFP 25-22 Firefighter Uniforms and Accessories. Additionally, the City reserves the right to cancel the solicitation at any time.

### **4. Scope of Services**

The City of South Fulton is requesting competitive proposals from qualified suppliers to provide clothing and other related uniform accessories to Fire & Emergency Services

Department and a comprehensive online ordering program to allow for ease of ordering, tracking, receiving and returning (if needed) to meet the specifications outlined here.

### **5. Sub-Consultants and Sub-Contractors**

Proposer must ensure that each of its Sub-Consultants and Sub-Contractors meets the responsibility standards outlined below and throughout this RFP. Verification must include documentation demonstrating that each Subconsultant or Subcontractor fulfills the responsibility criteria necessary to perform the work, including any professional licenses, certifications, and insurance requirements specified in this RFP, as well as those mandated by relevant governmental agencies, laws, or regulations related to the work or requirements.

**5.1** Any statement, representation, or certification regarding Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect, or incomplete, or fails to provide information about the responsibilities of any Sub-Consultant or Sub-Contractor, may result in a finding that the Proposer is not responsible.

**5.2** All proposed Sub-Consultants and Sub-Contractors must be listed in the response. Additionally, it must be ensured that all proposed Sub-Contractors have sufficient personnel, experience, proper facilities, finances, and business systems to perform the scope of services. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.

**5.3** The proposer is responsible for verifying the existence, authenticity, and expiration dates of all licenses required by all Sub-Consultants and Sub-Contractors involved in this

RFP. The lack of a valid license for any Sub-Consultant or Sub-Contractor is grounds for default, an immediate cause for termination with prejudice regarding the submission, and the removal of any unlicensed entity from the project.

**5.4** All must be licensed or certified as a condition precedent to providing goods or services.

The City must approve all Sub-Consultants and Sub-Contractors before they can perform. The bidder must receive written permission to add Sub-Consultants or

**5.5** Sub-Contractors were not initially included in the Bidder's response. Sub-Consultants and Sub-Contractors may not subcontract any part of their work under this RFP without obtaining written consent from the City. Failure of the Bidder to get prior approval from the City for each Subconsultant or Subcontractor performing work on the project may result in suspension of work by that Subcontractor, removal of work done by unapproved Sub-Contractors, and all other allowable sanctions against the Bidder.

## **6. Minimum Requirements**

In addition to meeting all other requirements of this RFP, every responding Proposer must provide verifiable proof that their firm and personnel at least meet the following qualifications.

**6.1** The bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the product bid. The bidder (s) must provide a showroom and full-service facility within forty (40) miles of the City of South Fulton.

**6.2** All materials and supplies shall be new, high-quality, free from defects, and designed for the intended use and shall be subject to the Inspector's approval.

**6.3** The City will not accept any substitutions or alternatives to brand or model numbers on coats, shirts, trousers, or shoes, as this is intended to establish a standard of quality, uniformity, and standardization for the uniforms worn by the South Fulton Fire Department.

**6.4** Exchange of sizes that are not consistent with prior orders will be at no charge.

## **7. Term of Contract**

The initial term of the contract is for one year, starting from the date specified in the notice to proceed. The City has the option to renew the contract for up to two additional one-year periods, *contingent on vendor performance and mutual agreement*.

To be exercised in writing by the City before the end of each current term. Each renewal depends on the availability of funds, the satisfactory performance of the contract, and a mutual written agreement between both parties.

## **INFORMATION AND INSTRUCTIONS TO PROPONENTS**

### **1. Ethical Policies**

All proponents and their representatives seeking a City of South Fulton contract may not initiate or continue any verbal or written communication regarding a solicitation with any City officer, elected official, employee, or other City representative, other than the Department of Finance employee named in the solicitation, from the date the solicitation is issued until the final contract is awarded by the City Council, unless otherwise specified herein.

**1.1** Attempting to influence the outcome of any Contract before a recommendation of award to the City Council is prohibited. The Director of Purchasing will investigate any suspected violations of this rule. If the Director determines that such communication has compromised the competitive process, the proposal from that Proponent may be disqualified from consideration for the award, and the Proponent may be added to the ineligible source list, among other measures.

**1.2** Violations of this rule may also result in prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from requesting or accepting any material payment, gift, job offer, security, promise of future benefits, or any other tangible or intangible item of value when such acceptance could influence a procurement decision or give an unfair advantage in a procurement process, as outlined in Sec. 1-9004 (d) of the City of South Fulton Code of Ordinances and other relevant policies.

**2. Scope of Work** The successful bidder will supply all labor, materials, supplies, transportation, licenses, taxes, insurance, and any other items necessary to provide and deliver Firefighter Uniforms, including the measurement and custom fitting of individual members of the South Fulton Fire Department as required during the contract term.

### **2. Ownership of Proposals**

Each proposal submitted to the City becomes the property of the City without any compensation to the Proponent and may be used at the City's discretion. The City is not liable for any costs incurred by Proponents in preparing their proposals.

### **3. Georgia Open Records Act**

Information provided to the City may be disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. In accordance with O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wants to keep such records confidential under this paragraph will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]”.

### **4. Bonding and Insurance Requirements -Not Applicable**

## 5. Evaluation of Financial Information

The City's review of financial data related to a Proponent and how it considers such data when determining if a Proponent is responsive and responsible may involve examining various items that must be included in a Proposal. The City will review the financial information provided by the Proponent and attach it to this RFP. Additionally, if this RFP requires a successful Proponent that is awarded a contract through this solicitation to provide some form of performance guarantee (e.g., letter of credit, guaranty agreement, etc.), the Proponent must submit with its proposal a notarized letter from a suitable financial institution affirming its willingness to issue such a performance guarantee if a contract is awarded.

## 6. Joint Ventures

Each party involved in a Joint Venture must fully complete and submit the Required Submittal Forms unless otherwise specified in this RFP.

## 7. Electronic Signature Acknowledgement

The City of South Fulton utilizes Adobe Sign, or another City-approved electronic signature platform, for the official execution of contracts. By submitting a Bid and, if awarded, executing a Contract with the City, the Proposer acknowledges and agrees to the following:

**7.1 Legally Binding:** An electronic signature executed through Adobe Sign shall possess the same legal force and effect as a handwritten signature, in accordance with the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.), the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), and any other applicable law.

**7.2 Authority to Sign\*\*:** The individual executing the Contract electronically on behalf of the Proposer affirms their authority to bind the Proposer to the terms of the Contract.

**7.3 Official Record\*\*:** The fully executed Contract, as maintained in Adobe Sign by the City, shall serve as the official and binding version of the Contract for all purposes.

**7.4 No Requirement for Paper Originals\*\*:** Unless specifically requested by the City, no paper copies or handwritten signatures shall be necessary for the validity or enforceability of the Contract.

**8.** All communications related to this solicitation and any resulting Contract, including but not limited to addenda, notices of award, Contract amendments, and other official correspondence, may be sent electronically by the City of South Fulton. The Proposer agrees to the following terms:

**8.1 Electronic Communications** All communications pertaining to this solicitation and any resulting Contract, including but not limited to addenda, notices of award, Contract amendments, and other official correspondence, may be transmitted electronically by the City of South Fulton. The Proposer agrees to the following terms:

**8.2 Official Delivery:** Communications sent by the City via email or through Adobe Sign (or another City-approved electronic platform) shall be considered officially delivered on the date and time transmitted, unless the City encounters an error message indicating unsuccessful transmission.

**Responsibility to Monitor:** Proposers are responsible for actively monitoring the email address and electronic platform designated in their Bid submission for communications from the City. Failure

to receive or review electronic communications shall not exempt the Proposer from any obligations under this RFP or any resulting Contract.

**8.3 Legal Effect:** Electronic communications issued in accordance with this section shall carry the same legal force and effect as if provided in hard copy.

**8.4 Record Retention:** The City's electronic records of such communications shall constitute the official record for all procurement and contract administration purposes.

## **9. Confidentiality/Data Security**

The contractor agrees to keep all documents, data, records, and other information developed or obtained in connection with this Agreement confidential. Contractors must take commercially reasonable steps to safeguard electronic data and must not disclose City information to third parties without prior written approval from the City.

## **10. Examination of Proposal Documents**

The proponent is responsible for thoroughly reviewing the complete RFP and all Addenda, and for informing itself about all conditions that might affect the cost or performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for providing the Services in its Proposal.

**10.1** The proponent must promptly notify the City in writing if they discover discrepancies, errors, ambiguities, or omissions in the solicitation documents, or if their intent or meaning appears unclear or ambiguous, or if any other questions arise regarding the RFP. Responses to such notices may be provided to the proponents through an addendum to the RFP, which will be issued simultaneously to all potential Proponents. No oral responses are binding on the City.

**10.2** The City may, in accordance with applicable law and by addendum, modify any provision or part of the RFP at any time before the Proposal due date and time.

**10.3** The proponent must verify that all Addenda have been received and confirm receipt by signing the Acknowledgment of Addenda form provided with each Addendum.

**10.4** The City may disregard any technicalities and formalities in this solicitation and reserves the right to cancel the RFP entirely.

## **11. Illegal Immigration Reform and Enforcement Act**

This RFP 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 the Act, the Proponent must include with its proposal proof of registration and ongoing participation in the E-Verify Program established by the United States Department of Homeland Security.

Completed Contractor Affidavit and the Illegal Immigration Reform and Enforcement Act Forms, attached in Attachment C: Required Form Submittals, must be submitted with the Proposal at the time of submission. Under State Law, the City cannot consider any Proposal that does not include this completed form.

If a Proponent's business structure requires obtaining an Employer Identification Number (EIN) from the Internal Revenue Service, the Proponent must complete the Contractor Affidavit on their behalf and provide a Federal Work Authorization User ID Number issued to the Proponent itself.

If a Proponent's business structure does not require an EIN, each entity within the corporate structure must submit a separate Contractor Affidavit. This notice is not intended to provide detailed information or legal advice about the Act. All Proponents planning to do business with the City are responsible for understanding and complying with the Act independently and for assessing how it may impact City solicitations and their participation.

For more information about the E-Verify program or to enroll, visit: <https://e-verify.uscis.gov/enroll>. Additional details on completing and submitting the Contractor Affidavit can be found within this RFP.

## **12. Debarment & Suspension Certification**

By submitting a proposal, the Proposer certifies that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in state, federal, or local government contracts. The City reserves the right to reject a proposal if the Proposer cannot make this certification.

## **13. Conflict of Interest**

Proponents should review and understand the conflict-of-interest provisions in this RFP. Unless otherwise specified in this RFP, these instructions, or the Notice to Proponents regarding Conflicts of Interest, successful proponents are not prohibited from responding to other solicitations.

## **14. Tax Exemption Status**

The City of South Fulton is exempt from Federal Excise Tax and Georgia Sales Tax on goods and services purchased directly. Exemption certificates are available upon request.

## **15. Legal and Regulatory Compliance**

The bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the product bid.

## **16. Liquidated Damages**

If the Contractor fails to deliver services or work products on time as specified in individual task orders, and the delay is not caused by factors outside the Contractor's control, the City may impose liquidated damages of \$250 for each calendar day of delay until the services are completed.

## **17. Certificate of Authority to Transact Business in Georgia**

Each Proponent must submit documentation proving they are properly authorized to operate within the State of Georgia, along with their proposal. This requirement also applies to Joint Venture (JV) Team Members and Sub-Contractors.

## **18. Business License**

The Proponent must submit a copy of a current, valid business license with its Proposal. If the Proponent is a Georgia corporation, it must also submit a valid City or local business license. If the Proponent is a joint venture, each member must provide a valid business license. For non-Georgia corporations, the Proponent must submit a Certificate of Authority to Transact Business in Georgia along with a copy of its current, valid business license from its home jurisdiction.

### **19. Negotiations/Best and Final Offers**

The City reserves the right to negotiate specific terms and conditions as needed to fulfill the purpose of this RFP. The City may require the submission of Best and Final Offers. The City may also require that this RFP and the Proponent's response be fully or partially incorporated into the Contract Documents. The RFP, along with all responses, supplemental information, and other submissions provided by the Proponent during discussions, or if the City conducts negotiations, are to be considered contractually binding on the Proponent. The City may request clarification from a Proponent at any point during the procurement process, and a Proponent's failure to respond promptly may result in the rejection of their proposal.

### **20. Multiple Awards**

The City reserves, at its sole discretion, the right to make one award, no award, or multiple awards to Proponents.

### **21. Title VI Solicitation Notice**

The City of South Fulton, 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 and offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement will provide disadvantaged business enterprises a full and fair opportunity to submit bids. It will also not discriminate based on race, color, or national origin. It will not exclude participation in, deny benefits of, or discriminate in consideration for awards for any program or activity receiving Federal funds or other Federal financial assistance.

### **22. No Offer by City and Firm Offer by Proponent**

This solicitation does not constitute an offer from the City to form a contract and cannot be accepted by any Proponent to create a Contract. It is solely an invitation for offers from interested Proponents, and no offer will obligate the City. A Proponent's offer is binding and may only be withdrawn as specified in this RFP, the City's Code of Ordinances, and other applicable laws.

### **23. Award and Execution of Contract**

In the event the City awards a Contract pursuant to this solicitation, the City shall prepare and transmit to the Proposer an unsigned Contract for execution, which shall be in the form of the Draft Contract included in this RFP. The City reserves the right to modify the Contract to incorporate the Proposer's Bid, Scope of Services, and Cost Bid Forms. It is highly recommended that all Proposers conduct a thorough review of the Draft Contract before the submission of a Bid.

### **24. Renewal of Contract**

All proposed revisions to the Draft Contract must be submitted in writing alongside the Proposer's Bid response. The City reserves the right to reject any Bid if the proposed revisions are deemed unacceptable. Proposers are strongly encouraged to consult with an Authorized Representative possessing full authority to execute the Contract on behalf of the Proposer regarding any such revisions.

Upon receiving approval for the award from the City of South Fulton City Council, the City will provide the Proposer with an unsigned Contract via Adobe Sign or another City-approved electronic signature platform. The Proposer must execute and return the Contract, along with the required insurance certificates and any other documentation specified in this or requested by the City, within ten calendar days of receipt. Noncompliance may result in withdrawal of the award, forfeiture of bid security (if applicable), and awarding the Contract to the next lowest responsive and responsible Proposer.

Renewal escalation of contract prices will be considered if a written request is submitted within sixty days of the upcoming renewal period. Requests must include proper documentation to support the rate increase. Failure to comply may lead to the request being denied.

Pricing adjustments are NOT automatic; City of South Fulton reserves the right to accept or reject any requested price changes. In making this decision, Purchasing will evaluate the current market and will not approve increases that surpass market rate indices for labor, overhead, or supplies. The option is to rebid the contract instead of approving increases.

If a price adjustment is approved, the City of South Fulton will notify the Award Bidder in writing. The increase will take effect at the start of the new contract year, and prices are then to remain firm throughout the entire renewal period.

## **25. Local Vendor**

The bidder (s) must provide a showroom and full-service facility within forty (40) miles of the City of South Fulton.

In accordance with City Ordinance Section 1-9004, a preference must be given to local Vendors. A "local Vendor" is defined as a business with a physical office within the City limits that holds a valid business license issued by the City.

Local vendors must submit a signed local Vendor affidavit with their proposal to qualify for this preference. The preference will only be applied if proposals are otherwise substantially equal in merit.

## INSTRUCTIONS TO BIDDERS

**RFP 25-22 Firefighter Uniforms and Accessories must be submitted online by or before Thursday, October 30, 2025, 2 PM EST - Timestamp governed by Bidnet.**

### COPIES OF BIDDING DOCUMENTS

All potential bidders can download a copy of the bid and specifications from the City's website at <https://www.bidnetdirect.com/georgia/Cityofsouthfulton> and the Georgia Procurement Registry website at [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). The bid is managed by the City of South Fulton Purchasing Department, which will oversee all bidding activities for this project.

All potential bidders are solely responsible for ensuring they have all necessary bid documents, including any addenda issued before the bidding.

All bidding documents will be provided online as noted above.

Complete sets of Bidding Documents must be used when preparing bids; neither the owner nor anyone else accepts responsibility for errors or misinterpretations resulting from the use of incomplete documents.

The Owner provides copies of the Bidding Documents only to solicit Bids for the Work under the above terms and does not grant any license or permission for any other uses.

### NON-MANDATORY PRE-BID CONFERENCE

A voluntary pre-bid Microsoft Teams conference is scheduled for Friday, October 10, 2025, at 11 AM EST, *hosted by our staff and key personnel.*

Attending the Pre-Proposal Conference is optional for proposers responding to this RFP. The session will cover the general project requirements. Any questions raised during the Pre-Proposal Conference will not be considered official or authoritative.

Each bidder must be fully aware of all current and anticipated conditions and issues that could impact the cost or performance of the Services. However, it should be emphasized that nothing discussed or stated during this Pre-Bid Conference should be regarded as changing, modifying, or altering the requirements of the solicitation documents unless it is later included in an addendum to those documents.

Each Proponent must be fully informed about all aspects of the Proposal. To attend the Pre-Bid Conference, please join Microsoft Teams using the app or the web with the information below.

**Friday, October 10, 2025, at 11 AM EST**

**Meeting ID:** 270 204 075 534 4

**Passcode:** 7fm9ZZ37

**Or call in (audio only)** +1 929-583-6155 United States, New York City

**Phone Conference ID:** 915 270 484#

It is important to note, however, that nothing discussed or stated during the Pre-Proposal conference should be understood by modifying, changing, or altering the requirements of the solicitation documents unless it is later included in an addendum to the solicitation documents.

#### **PROPOSAL DURATION**

Proposals submitted in response to this RFP must remain valid for one hundred twenty calendar days from the proposal submission deadline. The post-award grant process includes implementing the grant, reporting progress, ensuring compliance, and fulfilling the closeout requirements.

#### **MODIFICATION AND WITHDRAWAL OF BID**

A bid can be changed or canceled by submitting a properly executed document before the bid opening deadline.

If, within twenty-four hours after bids are opened, any bidder files a properly signed written notice with the owner and promptly demonstrates to the owner's reasonable satisfaction that there was a material and significant mistake in preparing their bid, that bidder may withdraw their bid, and the bid security will be returned. Afterward, if the work is rebid, that bidder will be disqualified from further bidding on the work.

No bid can be withdrawn after the bid due date for a period of sixty calendar days.

#### **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids will be subject to acceptance during the period specified in the Bid Form. However, the Owner may, at its discretion, release any bid and return the bid security before this period ends.

#### **EVALUATION OF BIDS AND AWARD OF CONTRACT**

The owner reserves the right to reject any or all Bids, including, but not limited to, nonconforming, non-responsive, unbalanced, or conditional Bids. Additionally, the owner reserves the right to reject the Bid of any Bidder whom it determines, after reasonable inquiry and evaluation, to be irresponsible.

Submitting multiple bids for the same work by the same individual or entity, whether under the same or different names, will not be accepted. Reasonable grounds to believe that a bidder has an interest in multiple bids for the work may lead to the disqualification of that bidder and rejection of all bids involving that bidder.

When evaluating bids, the required criteria, including alternates, unit prices, and other data requested in the bid form or prior to the notice of award, are determined.

Consideration and evaluation of the qualifications and experience of suppliers, as well as other individuals or entities proposed for parts of the work.

Conduct investigations as needed to evaluate the responsibility, qualifications, and financial stability of Bidders, proposed Sub-Contractors, Suppliers, individuals, or entities for the parts of the work according to the RFP criteria.

The City reserves the right to negotiate the fee and Scope of Services with the highest-ranked Proposer. If negotiations are unsuccessful, the City reserves the right to deal with the proposer ranked second-highest. An award recommendation will be made to the Proposer with whom potential contract negotiations are successful.

If the Contract is awarded, the City of South Fulton will give the contract to the bidder whose submission best meets the specifications stated within the RFP.

### **SOLICITATION QUESTIONS/ PROHIBITED CONTACTS**

All questions and communications regarding this RFP must be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/Cityofsouthfulton> on or before Friday, October 17, 2025, 3 PM EST. Questions received after the deadline might not be considered. Any response from the City will be posted online at <https://www.bidnetdirect.com/georgia/Cityofsouthfulton> via Addendum. No Proponent may rely on any verbal response to questions submitted about this RFP.

### **INTERPRETATIONS AND ADDENDA**

Addenda may be issued by the Purchasing Department to clarify, correct, or modify the Bidding Documents as needed. All Addenda will be shared through Bidnet and the Georgia Procurement Registry.

### **TERM OF CONTRACT**

The initial term of this Contract is one year and may be renewed for three successive one-year terms upon written notice by the City under the same terms and conditions. The services to be performed under this Contract begin on the effective date of this agreement and automatically end, without further obligation from the City, at the conclusion of each Term unless terminated earlier in accordance with the termination provisions of this Contract.

The Contract commences within ten calendar days after receipt of written Notice to Proceed (NTP).

### **PROPOSAL SECURITY AND PERFORMANCE BONDS BID AND CONTRACT SECURITY**

N/A This RFP does not require a Surety or Bonds.

### **CONFLICT OF INTEREST NOTICE TO PROPONENTS**

All firms, subcontractors, and their employees are notified and advised to avoid potential conflicts of interest. Full and prompt disclosure of involvement in any project or services to other clients that could conflict with the financing, construction, operation, and management of the City's projects must be provided to the City in the technical response of the firm's proposal and during the development of the assignment, so that any real or potential conflicts of interest can be identified and avoided.

In any situation where the Proponent, including joint venture partners, parent or subsidiary companies, or affiliates under common control, provides services or work under another contract with the City and a dispute, claim, or conflict of interest arises between the City and such Proponent under this or another agreement, the City may, at its sole discretion, suspend all existing work under this contract and may or may not award additional work to the Proponent until the dispute, claim, or conflict is resolved to the City's satisfaction. If the City takes such action, the Proponent is not entitled to any additional costs of any kind resulting from it, except that the Proponent may be paid for authorized services provided before the suspension. This provision is not exclusive and is in addition to any rights and remedies the City has under this contract, other agreements, or applicable law.

### **BIDDER'S ACKNOWLEDGEMENTS**

The Bidder agrees to all the terms and conditions outlined in the Instructions to Bidders. This Bid will stay open for acceptance for sixty days after the Bid opening, or for an extended period if the Bidder agrees to in writing at the Owner's request.

### **BIDDER'S CERTIFICATION**

Bidder certifies that:

This bid is genuine and not submitted on behalf of any undisclosed individual or entity. It is also not made in accordance with any collusive agreement or rules of any group, association, organization, or corporation.

Bidder has not directly or indirectly encouraged or solicited any other Bidder to submit a false or sham submission.

Bid: The Bidder has not solicited or coerced any person or organization to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices while competing for the Contract.

For this, "Corrupt practice" means offering, giving, receiving, or soliciting anything of value likely to influence the actions of a public official in the bidding process.

"Fraudulent practice" means intentionally misrepresenting facts to (a) influence the bidding process to the detriment of the Owner, (b) set bid prices at artificially non-competitive levels, or (c) deprive the Owner of the benefits of free and open competition.

"Collusive practice" means a scheme or arrangement among two or more Bidders, with or without the Owner's knowledge, intended to set bid prices at artificial, non-competitive levels; and

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or the execution of the Contract.

### **BASIS OF BID**

The Bidder acknowledges that the quantities listed for unit price items may be subject to change. If the quantities of any work items are increased, the Bidder agrees to perform the additional work at the specified unit prices. If the amounts decrease, the Bidder understands that payment will be based on the actual quantities at the bid unit prices, and no claims will be made for expected profits due to the decrease. Exact quantities will be determined upon completion of the work, and the contract amount will be adjusted accordingly through an increase or decrease.

## **PRESENTATIONS / DEMONSTRATIONS / INTERVIEWS (WHEN APPLICABLE)**

### **11. Oral Presentations/Interviews (If applicable)**

Responsive proponents may be asked to give an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the key personnel listed in the proponent's proposal, as well as those with decision-making authority and the ability to bind the proponent, must be prepared to speak on behalf of and for the proponent.

Participants in the oral presentation will notify responsive Proponents of the date, time, and location, if required. It will also provide an agenda or topics for discussion.

The Evaluation Committee may provide a list of topics for discussion. Individuals or firms will have equal time to present, but the question-and-answer period may vary in duration. Proposers might be asked to demonstrate their proposed solution for fulfilling the uniform and accessories. After receiving submissions, all firms will receive a description of and arrangements for the required tasks. A copy of the demonstration (in hard copy, on DVD, on CD, or as a combination of these) should be provided to the Purchasing Representative during the meeting and kept in the Purchasing files.

### **EVALUATION PROCESS**

The following criteria will be used to evaluate proposals:

The City aims to select the Proponent whose proposal is deemed the most advantageous to the City, based on the technical and price evaluation criteria listed below.

The Evaluation Committee will be responsible for ranking and recommending the most qualified firm(s) to the City Council for award. The process for this procurement may proceed as follows:

The Purchasing Director submits the RFP responses to agency staff for summarization for the Evaluation Committee members. The relevant department will review the litigation history, and the Purchasing Department will evaluate the financial aspects of the responses. Staff will also identify any incomplete submissions. The Purchasing Director of Procurement will review the information and recommend to the Evaluation Committee whether each firm responds adequately to the RFP requirements.

The final decision regarding responsiveness is solely at the discretion of the Evaluation Committee. All firms deemed both responsive and responsible to the requirements of the RFP may have the opportunity to give an oral presentation to discuss their proposal, demonstrating their approach to the scope of work. If the City requests interviews, staff might provide a list of discussion topics, and each firm will have equal time to present; however, the questions and responses may differ.

The Evaluation Committee makes the final decision on responsiveness. All proposals will be evaluated based on the Evaluation Criteria listed in the solicitation. Each proposal will be reviewed in accordance with the City's Code of Ordinances and the criteria specified in this RFP, as follows:

Please note that prices may be negotiated in the City's best interest after scoring is finalized.

## PROPOSAL EVALUATION – SELECTION CRITERIA

The proposal must include any exclusions, conditions, or provisions related to the request. The City aims to select the most qualified firm to meet its needs.

The award will be based on, but not limited to, the following factors:

EVALUATION CRITERIA DESCRIPTION:	MAXIMUM POINTS
<b>Experience, Performance References:</b> Past Performance related to similar contracts and years in the industry. 1. With evidence of satisfactory completion on time and within budget over the past three years. 2. Minimum of three references supplied on the Reference Verification Form in Attachment A.	30
<b>Technical qualification and quality of offerings</b> – Tailoring that includes measuring Fire Department members to ensure a proper fit, including compliance with NFPA 1975 requirements, which fire departments must follow. The design, performance, testing, and certification of non-primary protective station/work uniforms, as well as the individual garments comprising these station/work uniforms. 1. Thermally stable textiles are used in the construction of station/work uniforms. 2. Flame-resistant textiles are specified or used in the construction of station/work uniforms.	25
<b>Required Specifications:</b> Service delivery plan, website ordering functionality, ordering system, designated account manager, demonstrated ability to deliver items on time, location of storefront, and ability to come onsite.	25
<b>Cost Proposal</b> – Evaluates the Proposer’s total bid cost for the required services. Each Cost Proposal must also include a detailed list of all expenses or fees the Proposer considers as Additional Services, payable directly to a Sub-Contractor or Vendor. These expenses must be based on actual costs incurred, with no markup for overhead or profit. This must include no additional delivery costs and adhere to the City's tax-exempt status.	10
<b>Local Vendor:</b> The bidder(s) must operate a showroom and full-service facility within forty (40) miles of the City of South Fulton.	10
<b>MAXIMUM SCORE:</b>	100

\* Total points awarded for price will be calculated using this formula: (Lowest Overall Proposer’s Price) x 20 = Financial Proposal Score.

The City of South Fulton reserves the right, at its sole discretion, to reject or accept any submission it finds non-responsive.

If the City cannot reach an agreement with an initially chosen firm or team, it may start negotiations with the next highest-ranked firm or team.

**APPENDIX A**  
**SCOPE OF WORK**  
**RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

The successful bidder shall provide all labor, materials, and supplies, transportation, licenses, taxes, insurance, and all other items necessary to provide and deliver Firefighter Uniforms, to include the measurement and custom fitting of individual members of the South Fulton Fire Department as required during the contract term.

**Sizing:** The Contractor shall measure each member of the Fire Department to ensure a proper fit before ordering uniforms and shoes, at no additional cost to the City. The successful vendor(s) will be required to fit all employees, regardless of size, with each item quoted.

**Tailoring:** Contractor shall provide basic tailoring services to ensure proper fit and provide necessary tailoring to hem and adjustment, sew on emblems/patches, and other services as is typical and customary for the adequate fit of uniforms for each member of the Fire Department. This service must be included in the quote.

**Emblems/Patches:** Samples of Emblems/Patches will be provided by the South Fulton Fire Department. The contractor will be responsible for producing all emblems and patches.

**Ownership of Designs:** Emblems/Patches, designs, data, and other work products created or delivered under this Agreement are and will be the exclusive property of The City of South Fulton upon creation and, in any event, upon payment of the fees.

All rights and copyrights will be further confirmed to establish such ownership.

The selected vendor retains no ownership interest but is granted a limited, non-exclusive, royalty-free license to use the design samples solely for the purpose of performing its obligations under this Agreement.

**Location for fittings:** Measurements for sizing and fitting of uniforms and shoes shall be taken at the South Fulton Fire Department, 4760 Fulton Industrial Blvd., Atlanta, GA 30336. A measuring schedule of three (3) business days will be decided upon between the contractor and the City. The contractor will measure and deliver at one location.

**Delivery:** There shall be no additional charge for the delivery of uniforms and accessories as quoted by the vendor. All items shall be delivered F.O.B. Destination, Freight Prepaid, and allowed to the South Fulton Fire Department, 5890 Plummer Road, SW, Atlanta, GA 30336.

Acceptable delivery times are Monday through Friday from 8:00 am to 4:00 pm. The City observes thirteen scheduled holidays each year. The holiday schedule includes New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day

(formerly known as Columbus Day), Veterans Day, Thanksgiving (observed on Thursday and Friday), Christmas Eve, Christmas Day, and New Year's Eve.

All orders must be entirely delivered unless the City agrees otherwise. The vendor shall inspect each garment for "fit and finish" before delivery. Items that do not fit, fail to meet specifications, or have other issues preventing their use by the employee or the City will not be accepted. Any corrections needed due to poor fitting or defects must be completed within at least two weeks. The vendor shall assume full responsibility for all defective or damaged goods. Delivery must occur within sixty calendar days after receiving each order.

After placement of the first order, all other orders placed by the City shall be received within sixty to ninety calendar days after receipt of the order.

**Ordering/Tracking:** Required to provide a secure online ordering and tracking portal through an online ordering system.

**Invoicing:** The vendor will be required to submit an invoice for completed orders to the City within thirty days. All prices shall be FOB Destination, Freight Prepaid and Allowed.

**Invoicing of Personal Sales:** To alleviate any confusion regarding invoices from private sales, City Employees who enter any private transactions will have their invoices marked "private sale" by a vendor agent. The agent will sign their name under a private sale. All invoices from a private sale shall be the sole responsibility of the individual to provide payments.

**ATTACHMENT A  
COST PRICE PROPOSAL FORM**

**South Fulton Fire Rescue Minimum Uniform Price Schedule**

ITEM NO.	DESCRIPTION - FURTHER DETAILS INCLUDED IN EXHIBIT SPECIFICATIONS	ESTIMATED QUANTITY	PRICE PER ITEM
1	Style: 98200-86; Flying Cross Men's 4-Pocket Nomex Pants, 6.5 oz. Twill Weave, LAPD Navy, Sizes 28-56 Regular	300	
2	Style: V98300-86; Flying Cross Men's 6-Pocket Nomex Pants, 6.5 oz. Twill Weave, LAPD Navy, Sizes 28-56 Regular	300	
3	Style: 98200W-86; Flying Cross Women's 4-Pocket Nomex Pants, 6.5 Twill Weave, LAPD Navy, Sizes 8-26 Regular	80	
4	Style: V98300W-86; Flying Cross Women's 6-Pocket Nomex Pants, Insert Cargo Pocket, 6.5 Twill Weave, LAPD Navy, Sizes 8-26 Regular	80	
5	Style: 9800-86; Flying Cross Men's FBC Nomex Short Sleeve Shirt, 4.5 oz. Tropical Weave, 7 Button Front, Concealed Snaps, Military Sewn Crease, LAPD Navy, Size Sm to 4XL	200	
6	Style: 9820; Flying Cross Men's FBC Nomex Long Sleeve Shirt, 4.5 oz. Tropical Weave, 7 Button Front, Concealed Snaps, Military Sewn Crease, LAPD Navy, Sizes Sm to 4XL, Sleeve Length Reg, Short, Long, XLong	100	
7	Style: 9810-86; Flying Cross Women's FBC Nomex Short Sleeve Shirt, 4.5 oz. Tropical Weave, 7 Button Front, Concealed Snaps, Military Sewn Crease, LAPD Navy, Bust 28 to 52	80	
8	Style: FI 8500; Flying Cross FR-Teca Safe Casual Duty Polo Shirt, LAPD Navy, Short Sleeve, Sizes XSmall through 5XL	300	
9	Style: 53000-86; Flying Cross Half Zip Job Shirt, Regular, LAPD Navy, Sizes XSmall through 5XL	200	
10	Style: 53000-86; Flying Cross Half Zip Job Shirt, Long, LAPD Navy, Sizes XSmall through 5XL	200	
11	Style: S912-006; Spiewak Visguard Hi-Vis 5 Pt. Breakaway Vest/3M Trim	200	
12	Style: 59409; 5.111.511 Trainer Belt w/matte stainless buckle, black	100	
13	Style: 40050-720; 5.11 T-Shirt, S/S Fire Navy	400	
14	Style: 40052-720; 5.11 T-Shirt, L/S Fire Navy	200	
	<b>Sub-Total of Line Nos. 1- 10</b>		

**Administrative/ Casual/ Conference Uniforms/ Active Wear**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ITEM
15	Style: VTX4000P; Vertex Men's Short Sleeve Performance Polo	100	
16	Style: VTX4020P; Vertex Men's Long Sleeve Performance Polo	100	
17	Style: VTX4010P; Vertex Women's Short Sleeve Performance Polo	100	
18	Style: VTX4030P; Vertex Women's Long Sleeve Performance Polo	100	
19	Style: L665; Port Authority Ladies 3/4 Sleeve Twill Button Down Shirt	50	
20	Style: L663; Port Authority Ladies Twill Button Down Shirt	50	

21	Style: S663; Port Authority Men's Twill Button Down Shirt	50	
22	Style: K569; Port Authority Men's Diamond Jacquard Polo	50	
23	Style: SK97; Red Kap Women's SS Performance Knit Pocketless Core Polo	50	
24	Style: SK7L; RED KAP WOMEN'S LS PERFORMANCE KNIT POLO	50	
25	Style: SK6L; Red Kap Men's LS Performance Knit Polo	50	
26	Style: SK98; Red Kap Men's SS Performance Knit Pocket Polo	50	
27	Style: SY42BC-SS-; Red Kap Men's SS Performance Plus Shop Shirt w/Oil Blok Tech	50	
28	Style: SY41BC-SS; Red Kap Women's SS Performance Plus Shop Shirt W/Oil Blok Tech	50	
29	Style: JP67BK; Red Kap Female Deluxe Softshell Jacket Black	50	
30	Style: JP68; Red Kap Jacket, Soft Shell, Black	50	
31	Style: JP68NV; Red Kap Jacket, Soft Shell Navy	50	
32	Style: JST65; Sport-Tek Zipped Pocket Anorak	50	
33	Style: 1042; Tru-Spec Pant, 24-7, Tactical, P/C Ripstop	50	
34	Style: 1099; Tru-Spec Women's Tactical Pants, Ripstop	50	
35	Style: SOU115596HBM-NV; Russell Dri Power Sweatpants Open Bottom w/pockets, Navy (red for recruits)	400	
36	Style: SOU115TT11SH-NV; Team 365 Men's Zone Performance 9" Shorts w/pockets, Navy	400	
37	Style: SOU115698HBM-NV; Russell Ori-Power Fleece Crewneck Sweatshirt, Navy	400	
38	Style: SOU115697HBM-NV; Russell Ori-Power Fleece Full Zip Hoodie, Navy	400	
39	Style: SOU115695HBM-NV; Russell Ori-Power Fleece Hooded Sweatshirt, Navy	400	
40	Style: 6477; Flexfit Acrylic-Wool Low-Profile Baseball Cap, Dark Navy/Black	300	
	<b>Sub-Total of Line Nos. 15- 40</b>		

### **Class A/ Formal Uniforms**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ITEM
41	Style: 95R66; Men's S/S Flying Cross White Shirt, 65/35 Polyester/Rayon	100	
42	Style: 45W66; Men's L/S Flying Cross White Shirt, 65/35 Polyester/Rayon	100	
43	Style: 152R66; Women's S/S Flying Cross White Shirt, 65/35 Polyester/Rayon	40	
44	Style: 102W66; Women's L/S Flying Cross White Shirt, 65/35 Polyester/Rayon	40	
45	Style: 85R54 00; Men's S/S Flying Cross White Shirt, 65/35 Polyester/Cotton	100	
46	Style: 35W54 00; Men's L/S Flying Cross White Shirt, 65/35 Polyester/Cotton	100	
47	Style: 176R54 00; Women's S/S Flying Cross White Shirt, 65/35 Polyester/Cotton	40	
48	Style: 126R54 00; Women's L/S Flying Cross White Shirt, 65/35 Polyester/Cotton	40	
49	Style: T-1; Men's Flying Cross Black Pants, 75/25 Polyester/Wool F147280 10	100	
50	Style: E440R; Men's Elbeco Black Poly/Wool Hidden Cargo Pants, 74/25/1 Polyester/Wool/Lycra Premium Serge Weave	50	
51	Style: T-1; Women's Flying Cross Black Pants, 75/25 Polyester/Wool F147280W 10	40	

52	Style: E9440LC; Women's Elbeco Black Poly/Wool Hidden Cargo Pants, 74/25/1 Polyester/Wool/Lycra Premium Serge Weave	30	
53	Style: 28P8696 96; Men's Flying Cross Black Dress Pants, 55/45 Dacron Polyester/Wool, Gabardine	100	
54	Style: 4800SDC; Women's Flying Cross Black Dress Pants, 55/45 Dacron Polyester/Wool, Gabardine	30	
55	Style: 4800SK 96; Women's Flying Cross Black Dress Skirt, 55/45 Dacron Polyester/Wool, Gabardine	10	
56	Style: 9779; Lady Edwards Long Chino Black Skirt, 65/35 Polyester/Cotton	10	
57	Style: 17B8696C; Flying Cross Double-Breasted Dress Coat, Black, 55/45 Polyester/Wool, Gabardine, Men	100	
58	Flying Cross Women's Single Breasted Dress Coat, Black	30	
59	Style: 260MT; Men's Anchor Black Single-Breasted Topcoat w/epaulets	100	
60	Style: 260LT; Women's Anchor Black Single-Breasted Topcoat w/epaulets	30	
61	Style: SOU71EX2-51E2-XX; Gerber Extreme Parka/ Sigma Softshell Liner	100	
62	Style: 79900GTXA/54100; Flying Cross Endurance Public Safety Jacket with Gore-Tex w/Performance Loft Jacket Liner, Black	50	
63	Style: E22141; Bates High Gloss Duty Shoe, Men	100	
64	Style: E22741; Bates High Gloss Duty Shoe, Women	50	
65	Style: 6606; Boston Leather Belt, Gold, and Silver Buckle	200	
66	Style: FB-DKOSY; Samuel Broome White Vinyl Hat, Blk Velvet Band, w/Flame Visor, Gold Floral Strap & FD Buttons	50	
67	Style: FB-DIMTZ; Samuel Broome White Vinyl Hat, White Braid Frame, Black Visor, Permasilver Strap & Silver FD Buttons	50	
68	Style: FB-BFMRZ; Samuel Broome Black Poly Bell Crown & Frame, Plain Visor Black Strap & Black FD Buttons	100	
69	Style: 90156; Broome Polyester Crossover with covered snap	20	
70	Style: 26441; Broome Black Forehand Necktie	100	
71	Style: 26491; Broome Black Clip-on Necktie	100	
72	l51 On Socks, Dress Socks, Black, pair	150	
73	l51 On Socks, 9", Black pair	150	
74	Style: CP90L; Port and Company Fleece Watch Cap, Dark Navy/Black	200	
	<b>Sub-Total of Line Nos. - 41 - 74</b>		

### **Duty Boots/ Footwear**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ITEM
75	Style: 2168; Rocky Alphaforce Waterproof Oxford Work Shoe	50	
76	Style: 834-6134; Thorogood 6" Quick Release Station Boot, Men	100	
77	Style: 834-6134F; Thorogood 6" Quick Release Station Boot, Women	30	
78	Style: E02261; Bates 8" Tactical Sport Side Zip Boot, Men's	100	

79	Style: E02700: Bates 8" Tactical Sport Side Zip Boot, Women	100	
80	Style: 834-6888; Thorogood Boot, 8" GENflex2 Jump, Side Zip	100	
81	Style: RKD0088; Rocky Men's Red Line Western Boot	100	
82	Style: RKD0089; Rocky Women's Red Line Western Boot	100	
	<b>Sub-Total of Line Nos. 15- 40</b>		

### Training/ Recruit Only Uniform Items

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ITEM
83	Style: SOU115697HBM-NV; Russell Ori-Power Fleece Full Zip Hoodie, Red (Recruits)	30	
84	Style: SOU115596HBM-NV; Russell Dri Power Sweatpants Open Bottom w/pocket, Navy (Red for Recruits)	400	
85	Style: SOU11542000-RED; Gildan Performance T-shirt, Red (Recruits)	200	
86	Style: SOU115TT11SH-NV; Team 365 Men's Zone Performance 9" Shorts w/pockets, Navy	200	
87	Style: SOU115697HBM-NV; Russell Ori-Power Fleece Full Zip Hoodie, Red (Recruits)	200	
88	Style: F5274; Propper Men's RevTac Pant, LAPD Navy (Recruits)	200	
89	Style: F5203; Propper Women's RevTac Pant, LAPD Navy (Recruits)	200	
90	Style: F5274; Propper Men's RevTac Pant, LAPD Navy (Recruits)	200	
91	Style: F5203; Propper Women's RevTac Pant, LAPD Navy (Recruits)	200	
92	Style: SOU115697HBM-NV; Russell Ori-Power Fleece Full Zip Hoodie, Red (Recruits)	200	
	<b>Sub-Total of Line Nos. 83 - 92</b>		

### Departmental Patches/ Rank/ Collar Insignia

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ITEM
93	Style: A7010; Sergeant Chevron Collar Insignia for dress shirt, Blackinton Rhodium w/clutch back, <b>pair</b>	100	
94	Style: M846; Sergeant Collar Insignia for dress coat, Smith & Warren Nickel Electroplate, Chevrons	100	
95	Style A2909-1: Lieutenant Collar Insignia for dress shirt, Blackinton Rhodium w/clutch back, <b>pair</b>	100	
96	Style: C109; Lieutenant Collar Insignia for dress coat, Smith & Warren Nickel Electroplate, One Bugles	100	
97	Style A2909-2: Captain Collar Insignia for dress shirt, Blackinton Rhodium w/clutch back, <b>pair</b>	100	
98	Style: C110; Captain Collar Insignia for dress coat, Smith & Warren Nickel Electroplate, Two Parallel Bugles	100	
99	Style A2908: Battalion Chief Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	100	
100	Style A3575: Battalion Chief Collar Insignia for dress coat, Blackinton Gold Plate w/clutch bac <b>pair</b>	30	
101	Style A2908: Section Chief Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	100	
102	Style A3575: Section Chief Collar Insignia for dress coat, Blackinton Gold Plate w/clutch bac <b>pair</b>	30	
103	Style A2908: Deputy Fire Marshal Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	30	

104	Style A3575: Deputy Fire Marshal Collar Insignia for dress coat, Blackinton Gold Plate w/clutch bac <b>pair</b>	20	
105	Style A2907: Fire Marshal Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	20	
106	Style A2906: Deputy Fire Chief Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	20	
107	Style A2907: Assistant Fire Chief Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	30	
108	Style A3615-G: Assistant Fire Chief Collar Insignia for dress coat, Blackinton Gold Plate w/clutch back <b>pair</b>	20	
109	Style A2872: Deputy Fire Chief Collar Insignia for dress coat, Blackinton Gold Plate w/clutch back, <b>pair</b>	20	
110	Style A2905: Fire Chief Collar Insignia for dress shirt, Blackinton Gold Plate w/clutch back, <b>pair</b>	20	
111	Style A3574: Fire Chief Collar Insignia for dress coat, Blackinton Gold Plate w/clutch back, <b>pair</b>	10	
112	Style S158C: Fire Prevention Officer Badge, Smith & Warren Nickel	20	
	Electroplate, Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C197RE one color border, Star text separator,		
113	Style S158C: Firefighter Badge, Smith & Warren Nickel Electroplate, Block	150	
	type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C197RE one color border, Star text separator,		
114	Style S158C: Sergeant Badge, Smith & Warren Nickel Electroplate, Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C193RE one color border, Star text separator,	100	
115	Style S158C: Lieutenant Badge, Smith & Warren Nickel Electroplate, Block	SO	
	type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C181RE one color border, Star text separator,		
116	Style S158C: Captain Badge, Smith & Warren Nickel Electroplate, Block type	100	
	font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C183RE one color border, Star text separator,		
117	Style S158C: Battalion Chief Badge, Smith & Warren Gold Electroplate, Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C175RE one color border, Star text separator,	20	
118	Style S158C: Section Chief Badge, Smith & Warren Gold Electroplate, Block	10	
	type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C175RE, one color border, Star text separator,		
119	Style S158C: Deputy Fire Marshal Badge, Smith & Warren Gold	10	
	Electroplate, Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C175RE one color border, Star text separator,		
120	Style S158C: Fire Marshal Badge, Smith & Warren Gold Electroplate, Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C177RE one color border, Star text separator,	10	
121	Style S158C: Assistant Fire Chief Badge, Smith & Warren Gold Electroplate,	15	
	Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C177RE one color border, Star text separator,		
122	Style S158C: Deputy Fire Chief Badge, Smith & Warren Gold Electroplate,	10	
	Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C187RE one color border, Star text separator,		
123	Style S158C: Fire Chief Badge, Smith & Warren Gold Electroplate, Block type font, Regular black enamel, curved in shape w/Pin & Safety Catch, Seal C189RE one color border, Star text separator,	5	
124	Style C189RE: Fire Chief Hat Monogram, Smith & Warren M213 Badge, C189RE Seal, (5 Crossed Bugles)	5	

125	Style C187RE: Deputy Fire Chief Hat Monogram, Smith & Warren M213 Badge, C187RE Seal, (4 Crossed Bugles)	10	
126	Style C177RE: Assistant Fire Chief Hat Monogram, Smith & Warren M213 Badge, C177RE Seal, (3 Crossed Bugles)	15	
127	Style C177RE: Fire Marshal Hat Monogram, Smith & Warren M213 Badge, C177RE Seal, (3 Crossed Bugles)	10	
128	Style C175RE-BC: Battalion Chief Hat Monogram, Smith & Warren M213 Badge, C175RE Seal (2 Crossed Bugles)	20	
129	Style C175RE: Section Chief Hat Monogram, Smith & Warren M213 Badge, C175RE Seal (2 Crossed Bugles)	5	
130	Style C175RE: Deputy Fire Marshal Chief Hat Monogram, Smith & Warren M213 Badge, C175RE Seal (2 Crossed Bugles)	5	
131	Style C183RE: Captain Hat Monogram, Smith & Warren M213 Nickel Badge, C183RE Seal, (2 Bugles)	100	
132	Style C181RE: Lieutenant Hat Monogram, Smith & Warren M213 Nickel Badge, C181RE Seal, (1 Bugles)	50	
133	Style C197RE: Sergeant Hat Monogram, Smith & Warren M213 Nickel Badge, C193RE Seal,	100	
134	Style C197RE: Firefighter Hat Monogram, Smith & Warren M213 Nickel Badge, C197RE Seal,	150	
135	Style C197RE: Fire Prevention Officer Hat Monogram, Smith & Warren M213 Nickel Badge, C197RE Seal,	20	
136	Style NP102: Chief Officers Nameplate, Gold, Smith & Warren	50	
137	Style C 558C: Non-Chief Officer Nameplate, Silver, Smith & Warren	200	
	<b>Sub-Total of Line Nos. 93 - 137</b>		

### Protective Clothing/ Equipment

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER ITEM
138	Style: F5141; Propper Extrication Suit Khaki	10	
139	Style: CTIONV; Twill Action Back Coverall	150	
	<b>Sub-Total of Line Nos. 138 -139</b>		

\*\*\* PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD\*\*\*

**ATTACHMENT B  
REQUIRED FORMS**

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) _____ <b>Note:</b> 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) _____	<b>4</b> 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.)
	<b>3b</b> 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"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code		
<b>7</b> 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.

<b>Social security number</b>										
				-			-			
<b>or</b>										
<b>Employer identification number</b>										
				-						

**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.

<b>Sign Here</b>	Signature of U.S. person	Date
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**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](http://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

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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) <sup>**</sup>	The grantor <sup>*</sup>

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 <sup>4</sup>
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)) <sup>**</sup>	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://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.

### **NON-CONFLICT OF INTEREST**

By submitting a proposal in response to this solicitation, Proponent warrants that during the preparation and submission of its proposal, said Proponent did not, either directly or indirectly, enter any combination or arrangement with any person, Proponent, or corporation, nor participate in any collusion, or take any action that restrains free and competitive bidding in violation of the Sherman Act (15. U.S.C. Section I or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation must be reported to the State of Georgia Attorney General and the United States Justice Department.

The Proponent certifies that, to the best of its knowledge, no circumstances exist that would cause a conflict of interest in providing services for the City of South Fulton, 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 an agreement resulting from this Request for Proposals.

Signature: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**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 \_\_\_\_\_.

The Proponent submitting the Proposal for the Contract mentioned earlier, and that I signed the  
said Proposal with full authority to do so; that this Proponent has not, directly or indirectly,  
entered into any agreement, participated in any collusion, or taken any action in restraint of free,  
competitive bidding related to the Contract mentioned earlier; and that all statements in the  
Proposal and this affidavit are true and correct, made with full knowledge that the City of South  
Fulton relied on the truth of the statements in the Proposal and this affidavit when awarding the  
Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or  
secure such Contract upon an agreement or understanding for a commission, percentage,  
brokerage, or contingent fee, except for bona fide employees or bona fide established  
commercial or selling agencies maintained by:

\_\_\_\_\_  
(Name of Proponent)

\_\_\_\_\_  
(Signature of Proponent)

Subscribed and sworn to before me.

This day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public of \_\_\_\_\_

My commissions expires \_\_\_\_\_ 20\_\_\_\_\_

**BUSINESS ENTITY CERTIFICATE  
CORPORATE CERTIFICATE**

I certify that I am the \_\_\_\_\_ of the Corporation named as Proponent herein, (title) \_\_\_\_\_ being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; \_\_\_\_\_, who executed this Proposal on behalf of the Proponent, was, then and there, \_\_\_\_\_ and \_\_\_\_\_.  
(title)

That said, the Proposal was properly signed by the officer on behalf of the corporation, in accordance with 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)**

**(A) PARTNERSHIP, LLC, AND OTHER ENTITIES**

I certify that I am authorized to sign on behalf of \_\_\_\_\_, the Proponent in the foregoing Proposal. That said company is formed under the laws of the State of \_\_\_\_\_. This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

## CERTIFICATE OF AUTHORITY – JOINT VENTURE

### INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is an LLP).

Title of person executing Certification.

Name of joint venture partner.

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

I, \_\_\_\_\_, (1) certify that:

I am the \_\_\_\_\_ \ \_\_\_\_\_ (2) of \_\_\_\_\_ \ \_\_\_\_\_, (3) (hereinafter “Venturer”).

Venturer is a partner and participant in the joint venture, having submitted the Request for Proposal #25-22 Firefighter Uniforms.

Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_.

Said officer duly signed Request for Proposal No. 25-18 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:

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This day \_\_\_\_\_ of 20\_\_

By: \_\_\_\_\_ Signature of Person Executing Certification

## ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT FORM

### 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 City of South Fulton (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 a Sub-Contractor who presents 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**

**Name of Project:** RFP #25-22 Firefighter Uniforms

**Name of Public Employer:** City of South Fulton, Georgia

**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 to before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public (Seal) My Commission Expires: \_\_\_\_\_-

## ILLEGAL IMMIGRATION AND ENFORCEMENT ACT FORM

### SUB-CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a Contract with (\_\_\_\_\_) (name of Contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, per the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Sub-Contractor will continue to use the federal work authorization program throughout the Contract period, and the undersigned Sub-Contractor will contract for the physical performance of services in satisfaction of such Contract only with Sub-Contractors who present an affidavit to the Sub-Contractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned Sub-Contractor will forward notice of the receipt of an affidavit from a Sub-Contractor to the Contractor within five business days of receipt if the undersigned Sub-Contractor receives notice of receipt of an affidavit from any sub-Sub-Contractor that has contracted with a Sub-Contractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Sub-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

Name of Project RFP #25-22 Firefighter Uniforms

Name of Public Employer: City of South Fulton, Georgia

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

Executed on \_\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_

(State \_\_\_\_\_ Signature of Authorized Officer or  
Agent Printed Name and Title of Authorized Officer or Agent Subscribed and sworn before  
me on My Commission Expires: \_\_\_\_\_ - This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Notary Public  
(Seal) My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF PROPONENT**  
**STATE OF GEORGIA COUNTY OF FULTON**

Before me, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, personally appeared on this day, who, after being duly sworn, deposed and said that the foregoing proposal submitted by, hereafter called "Proponent," is a duly authorized agent of said company and that the person signing the proposal has been properly licensed to do so. Proponent affirms that it is permitted to execute this proposal, that this company, corporation, firm, partnership, or individual has not colluded with any other Proponent in preparing its proposal, and that the contents of this proposal regarding prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person involved in this type of business before the official opening of this proposal.

The undersigned certifies that the proposed costs in this proposal have been thoroughly reviewed and are submitted as accurate and final. If the proposal is accepted, the undersigned agrees to provide the listed articles or services at the prices and conditions specified, in accordance with the terms and specifications of this Request for Proposal.

Proponent Information:

(Company)	(Signature)	Printed Name)
(Address)		
(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 MUST DISQUALIFY THE PROPONENT'S RESPONSE)**

### **SUBCONTRACTOR INFORMATION FORM RFP 25-22**

The Proponent must identify all proposed Sub-Contractors who will perform work under the Proposed Contract. The Proponent certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for specific portions of the work.

*Please list all proposed Sub-Contractors below: (make additional copies as needed)*

<b>TYPE OF WORK:</b>
<b>NAME:</b>
<b>STREET ADDRESS:</b>
<b>CITY, STATE, ZIP:</b>
<b>PHONE:</b>
<b>TYPE OF WORK:</b>
<b>NAME:</b>
<b>STREET ADDRESS:</b>
<b>CITY, STATE, ZIP:</b>
<b>PHONE:</b>
<b>TYPE OF WORK:</b>
<b>NAME:</b>
<b>STREET ADDRESS:</b>
<b>CITY, STATE, ZIP:</b>
<b>PHONE:</b>
<b>TYPE OF WORK:</b>
<b>NAME:</b>
<b>STREET ADDRESS:</b>
<b>CITY, STATE, ZIP:</b>
<b>PHONE:</b>

**REFERENCE VERIFICATION FORM  
RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

**PROPOSING FIRM (List name exactly as provided in proposal)**

**Date of Verification:**

**Reference Organization:**

**Person Contacted:**

**Title of Contact:**

**Telephone Number including extension:**

**Email Address:**

Questions - check yes or no	YES	NO
Were you satisfied with the company's overall performance?		
Did the firm follow the scope of work and bid requirements?		
Did the firm deliver the agreed-upon deliverables?		
Would you work with this firm again?		

**Project Verified (Include the Project Name / Title and a brief description of the Project):**

**Additional comments provided by Proposer's contact:**

**REFERENCE VERIFICATION FORM  
RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

**PROPOSING FIRM (List name exactly as provided in proposal)**

**Date of Verification:**

**Reference Organization:**

**Person Contacted:**

**Title of Contact:**

**Telephone Number including extension:**

**Email Address:**

Questions - check yes or no	YES	NO
Were you satisfied with the company's overall performance?		
Did the firm follow the scope of work and bid requirements?		
Did the firm deliver the agreed-upon deliverables?		
Would you work with this firm again?		

**Project Verified (Include the Project Name / Title and a brief description of the Project):**

**Additional comments provided by Proposer's contact:**

**REFERENCE VERIFICATION FORM  
RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

**PROPOSING FIRM (List name exactly as provided in proposal)**

**Date of Verification:**

**Reference Organization:**

**Person Contacted:**

**Title of Contact:**

**Telephone Number including extension:**

**Email Address:**

Questions - check yes or no	YES	NO
Were you satisfied with the company's overall performance?		
Did the firm follow the scope of work and bid requirements?		
Did the firm deliver the agreed-upon deliverables?		
Would you work with this firm again?		

**Project Verified (Include the Project Name / Title and a brief description of the Project):**

**Additional comments provided by Proposer's contact:**

**REFERENCE VERIFICATION FORM  
RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**

**PROPOSING FIRM (List name exactly as provided in proposal)**

**Date of Verification:**

**Reference Organization:**

**Person Contacted:**

**Title of Contact:**

**Telephone Number including extension:**

**Email Address:**

Questions - check yes or no	YES	NO
Were you satisfied with the company's overall performance?		
Did the firm follow the scope of work and bid requirements?		
Did the firm deliver the agreed-upon deliverables?		
Would you work with this firm again?		

**Project Verified (Include the Project Name / Title and a brief description of the Project):**

**Additional comments provided by Proposer's contact:**

## REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references listed above for the

Bidder\_\_\_\_\_

Signed\_\_\_\_\_  
(Authorized Signature)

Title\_\_\_\_\_

Company Name\_\_\_\_\_

Sub-Contractor\_\_\_\_\_

Date\_\_\_\_\_

**EXCEPTIONS FORM**

If you have any exceptions or clarifications regarding the RFP, use this form to specify the description and page number for each exception.

All exceptions to the RFP must be fully explained and justified. No exceptions are allowed to the City’s insurance or indemnification provisions.

The City of South Fulton will review the Proponent’s compliance with the proposal’s requirements based on the submitted information and any exceptions taken to the RFP. The City may accept, reject, or negotiate alternative terms for the exceptions. Failing to identify exceptions will be considered acceptance of all terms.

***Attach extra pages if you need more room.***

Item Description and Page Number from RFP	Description of Exception



**CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST  
FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK  
SCOPE OF WORK**

*Each contract or arrangement requires the preparation or development of specifications or requirements.*

(O.C.G.A. § 36-80-28) The undersigned Proponent, who is entering into a Contract or arrangement with (City of South Fulton, 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 (City of South Fulton, Georgia) certifies that:

The Proponent must avoid any appearance of impropriety and must follow all policies and procedures of the City of South Fulton, Georgia, as may be related to the project.

The Proponent discloses below any material transaction or relationship currently known to the Proponent that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Proponent, or the Proponent'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):

The Proponent must immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Contract or arrangement.

The Proponent acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the City of South Fulton, Georgia, entitling the City of South Fulton, Georgia, to seek injunctive relief in addition to all other legal remedies.

\_\_\_\_\_  
Signature of Proponent's Authorized Official

\_\_\_\_\_  
Printed Name & Title of Authorized Official

\_\_\_\_\_  
Date



### 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)

## ADDENDUM ACKNOWLEDGMENT FORM

### ADDENDA ACKNOWLEDGMENT:

The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATE \_\_\_\_\_ INITIALS \_\_\_\_\_

Respondent (Company): \_\_\_\_\_

Signature (ink): \_\_\_\_\_

Name (Typed/printed): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Note: If addenda have been issued, respondents should complete and return this attachment with their proposal. Failure to do so may result in contract disqualification.

### **Failure to acknowledge all addenda may result in bid rejection.**

This is an acknowledgment of receipt of addenda (listed by number and date on each addendum) and affirms that its Bid includes and considers any modifications to the originally issued Bidding Documents contained therein.

Note: If the Bidder is a corporation, the Bid must be signed by an officer of the corporation; if it is a partnership, it must be signed by a partner. If signed by others, the signature authority must be included. The full names and addresses of people or parties interested in the above Bid, as principals, are listed below.

Name	Address

# Israel Boycott Certification

Pursuant to O.C.G.A. § 50-5-85, the State of Georgia requires that any company entering a contract with a public entity for goods or services with a value of \$100,000 or more, and employing ten or more employees, must certify that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By executing this certification, the undersigned certifies the following on behalf of the company named below:

1. The company is not currently engaged in a boycott of Israel; and
2. The company agrees that for the duration of this contract, it will not engage in a boycott of Israel as defined by Georgia law.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company / Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**Drug-Free Workplace Certification**

Pursuant to O.C.G.A. § 50-24-1, every public contractor with 500 or more employees, and every subcontractor with 500 or more employees, must certify that they will provide a drug-free workplace. By executing this certification, the undersigned certifies that the company named below complies with the Georgia Drug-Free Workplace Act and has implemented a program to maintain a drug-free workplace.

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

## Specifications

### Attachments for items Number 5 through 10

Shirts shall have a fire department patch (sample only provided by the City) sewn onto the left sleeves,  $\frac{3}{4}$ " below the top center of the shoulder seam. The blue and white Georgia State EMT patch (when appropriate) shall be sewn onto the right sleeves,  $\frac{3}{4}$ " below the top center of the shoulder seam. A Velcro name strip made of the same material as the garment, with the Chief Officer's

### Attachments for items Number 8 through 22

Chief Officer's

### Attachments for items numbered 23 through 31

Shirts shall have a fire department patch (sample only provided by the City) sewn onto the left sleeves,  $\frac{3}{4}$  below the top center of the shoulder seam. The blue and white Georgia State EMT patch (when appropriate) shall be sewn onto the right sleeve  $\frac{3}{4}$ " below the top center of the shoulder seam. The shirt shall provide a metal badge attachment on the left breast. The fire department logo shall be embroidered on the left breast for all non-sworn administrative personnel.

### Attachments for items Number 57 and 58

Fire department patch (sample only provided by the City) sewn onto the left sleeve  $\frac{3}{4}$ , below the top center of the shoulder seam. Sleeve braid denoting rank sewn on and encircling both sleeves when appropriate. Ranks noted below—gold fire department buttons on coat for all chief officers, and silver for all other ranks. A uniform coat will have Years of Service Maltese Cross patches sewn on the lower half of the left sleeve, above the sleeve braid. One cross will equal five years of service as a paid professional firefighter. The color will be gold for Chief Officers and silver for all other members. Badge tab with metal eyelets shall be included on the left breast of the coat. The fire department logo shall be embroidered on the left breast of non-sworn administrative staff.

- |                      |                 |
|----------------------|-----------------|
| 1. Fire Chief        | 5 Braids (Gold) |
| 2. Deputy Fire Chief | 4 Braids (Gold) |
| 3. Assistant Chief   | 3 Braids (Gold) |
| 4. Fire Marshal      | 3 Braids (Gold) |

- |                        |                   |
|------------------------|-------------------|
| 5. Deputy Fire Marshal | 2 Braids (Gold)   |
| 6. Section Chief       | 2 Braids (Gold)   |
| 7. Battalion Chief     | 2 Braids (Gold)   |
| 8. Captain             | 2 Braids (Silver) |
| 9. Lieutenant          | 1 Braid (Silver)  |

**Attachments for items Number 59 and 60**

Coat shall have a fire department patch (sample only provided by the City) sewn onto the left sleeve W' below the top center of the shoulder seam. The top button on the coat and buttons on the sleeves shall be gold fire department buttons for Chief Officers and silver for all other members.

**Attachments for items Number 61 and 62**

Coat and Liner shall have a fire department patch (sample only provided by the City) sewn onto the left sleeve, ¾ inch below the top center of the shoulder seam. The blue and white Georgia State EMT patch (when appropriate) shall be sewn onto the right sleeve ¾” below the top center of

The shoulder seam to bear a Velcro name strip made of the same material as the garment, with the Chief Officer's

**Attachments for items Number 10, 29, 30, and 31**

Chief Officer's Chief Officers Chief Officer's Chief Officers

**Attachments for Item Number 32**

South Fulton Fire Rescue Department Logo embroidered on left breast. The wearer's first initial and last name are embroidered in gold block-style letters on the right breast. (non-sworn administrative staff)

### **Attachments for Item Number 11**

The back of the vest shall be screen printed in 3" reflective letters "FIRE". Front right of vest shall be screen printed vertically in 1 ½" reflective letters "SOUTH FULTON". The front left of the vest shall be screen printed vertically in 1 ½-inch reflective letters "FIRE".

### **Attachments for items Number 13 and 14**

South Fulton Fire Rescue Department Logo embroidered on left breast, back of shirt shall be two color screen print with "SOUTH FULTON" in 2" bold white letters, "FIRE" shall be 3" bold red with white outline, "RESCUE" shall be 2" in bold white.

### **Attachments for item numbers 66 through 68**

The Chiefs' white dress cap with black felt frame visor and Holbrook Red/Gold Flames. Flame system indicated below. The front band strap shall be a gold finish, half double, with regulation fire department buttons. The inner frame band shall be covered with a Black Velvet Band. Please see below for a sample.

- |                        |          |
|------------------------|----------|
| 1. Fire Chief          | 6 Flames |
| 2. Deputy Fire Chief   | 4 Flames |
| 3. Assistant Chief     | 2 Flames |
| 4. Fire Marshal        | 2 Flames |
| 5. Deputy Fire Marshal | 2 Flames |
| 6. Battalion Chief     | 2 Flames |
| 7. Section Chief       | 2 Flames |

Dress Cap for Captains' and Lieutenants in White Grained with ventilated mesh frame and 1-3/4 black patent visor. The front band strap shall be a permanent silver ½ double with fire department regulation buttons. The inner frame band shall be covered with a Black Band.

Dress Cap for Sergeants and below in black and a 1-3/4 black patent visor. The front band strap shall be black with fire department regulation buttons.

### **Attachments for Item Number 40**



"SOUTH FULTON FIRE" embroidered on front of cap with block style gold letters for Chief Officers, Red for Captains, and Lieutenants, white for Sergeants, and below—embroidered red line between SOUTH FULTON and FIRE. The size of the letters will be determined. Sample below.



**Attachments for items Number 35 and 36**

Fire Department logo screen-printed on the upper left thigh of pants and shorts.

**Attachments for item numbers 37 through 39**

Fire Department logo screen-printed on left breast.

**Attachments for items Number 85, 88, 89, and 92**

Fire Department logo screen-printed on left breast and "FIRE RECRUIT" screen-printed on back.

**Attachment for item Number 74**

Chief Officer's

**Attachments for items Numbers 136 and 137**

First initial, last name with clutch back.

**Attachments for item Number 138**

Chief Officer's

### Attachments for item Number 139

Coverall shall have a fire department patch (sample only provided by the City) sewn onto the left sleeve, below the top center of the shoulder seam.

By submitting this pricing quote, I/we agree to all terms, conditions, and specifications as outlined within this bid solicitation document except as noted below:

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I/We, the undersigned firm, declare that the only person, firm, or corporation that has or has any interest in the Quote Proposal or in the contract proposed to be taken is or are the undersigned. The undersigned also certifies that this Quote Proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a Quote Proposal for this same project and is, in all respects, fair and without collusion or fraud.

I/We agree to furnish and deliver, in accordance with the accompanying specifications and conditions, for the prices provided above, the services noted within the Submission and all accompanying Attachments. This submittal must be signed by the person or person authorized to bind the company to the proposal legally.

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Phone \_\_\_\_\_

Title\_\_

Fax \_\_\_\_\_

Company \_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

**EXHIBIT B**  
**RFP 25-22 FIREFIGHTER UNIFORMS AND ACCESSORIES**  
**SERVICES AGREEMENT**

THIS CONTRACT (the "Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (the "Contractor") and the CITY OF SOUTH FULTON, GEORGIA, a political subdivision of the state of Georgia ("COSF" or the "City of South Fulton").

In consideration of the promises and covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties agree as follows:

**Services Agreement**

This Services Agreement (this "Agreement"), dated as of \_\_\_\_\_ (the "Effective Date"), is entered into by and between \_\_\_\_\_, ("Service Provider") and the City of South Fulton, Georgia, a political subdivision of the state of Georgia ("City"). The City and the Service Provider are collectively referred to as the "Parties," and each is individually referred to as a "Party."

Service Provider has the capability and capacity to provide certain \_\_\_\_\_ services; and City desires to retain Service Provider to provide the said services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and the City agree as follows:

1. Services.

1.1 The Service Provider delivers the services (the "Services") specified in the statement of work ("Statement of Work") attached hereto as Exhibit A. The Service Provider perform the Services (a) in accordance with the terms and conditions outlined in the Statement of Work and this Agreement; (b) using personnel with the required skill, experience, and qualifications; (c) in a timely, professional, and workmanlike manner; (d) following the highest professional or generally recognized industry standards in the Service Provider's field; and (e) to the reasonable satisfaction of the City.

1.2 For clarity, nothing in this Agreement is interpreted to prevent the City from performing services for itself or obtaining services from other providers that are similar or identical to the services.

2. Service Provider Responsibilities. The Service Provider :

2.1 Assign only qualified, legally authorized personnel to deliver the services.

2.2 Comply with all applicable laws and regulations in providing the services.

2.3 Comply with all City rules, regulations, and policies of which it has been made aware, in its provision of the Services.

2.4 Maintain comprehensive and accurate records related to providing the Services under this Agreement, including logs of time spent and materials used by the Service Provider in delivering the Services, in a form approved by the City. During the Term (as defined in) and for three years afterward, upon the City's written request, the Service Provider must allow the City's representative to inspect and copy these records and interview personnel related to the Services, provided that the Service Provider gives the City reasonable advance written notice of the planned inspection. Such inspections occur during regular business hours.

3. City Obligations. City:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters about this Agreement (the "**City Contract Manager**"), with such designation to remain in force unless and until a successor City Contract Manager is appointed, in the City's discretion.

3.2 Require that the City Contract Manager respond promptly to any reasonable requests from the Service Provider for instructions, information, or approvals required by the Service Provider to provide the Services.

4. Fees and Expenses.

4.1 In consideration of the Services to be performed under this Agreement, City to pay to Service Provider a fee not to exceed \$\_\_\_\_\_ in accordance with the fee schedule set out in the Statement of Work. Unless otherwise provided in the Statement of Work, said fee will be payable within forty-five days of receipt by the City of an invoice from Service Provider accompanied by documentation requested by the City evidencing all charges.

4.2 The fees outlined in this Agreement do not include any sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by City under this Agreement, and in no event City be required to pay any amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property.

The Service Provider assigns to the City all its rights, titles, and interests in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, that is made or conceived solely or jointly by the Service Provider while working for or on behalf of the City. This applies to matters related to, suggested by, or resulting from the issues outlined in the Statement of Work and depends on either.

(a) Service Provider's knowledge of Confidential Information (as defined in Section 6 it is obtained from the City.

(b) The use of City equipment, supplies, facilities, information, or materials.

5.1 Service Provider discloses any such invention, technique, process, device, discovery, improvement, or know-how promptly to the City Contract Manager. Service Provider, upon request of the City, promptly executes a specific assignment of title to the City and does anything else necessary to enable the City to secure for itself patent, trade secret, or any other proprietary rights in the United States or other countries. It is to be conclusively presumed that any patent applications relating to the Statement of Work, related to trade secrets of the City, or which relate to tasks assigned to the Service Provider by the City, which Service Provider may file within one year after termination of this Agreement, belong to the City. Service Provider hereby assigns the same to the City, as having been conceived or reduced to practice during the term of this Agreement.

5.2 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by Service Provider while performing services for the City, together with any associated copyrights, are works made for hire and the exclusive property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement constitutes an irrevocable assignment by Service Provider to the City of the ownership of and all rights of copyright in, such items, and the City have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. The Service Provider provides the City or its designees with all necessary assistance to perfect such rights.

5.3 If, for any reason, including incapacity, the City is unable to secure the Service Provider's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5, or to enforce such rights, Service Provider hereby designates the City as Service Provider's attorney-in-fact and agent, solely and exclusively to act for and on Service Provider's behalf to execute and file such documents with the same legal force and effect as if executed by Service Provider and for no other purpose.

## 6. Confidentiality

All non-public, confidential or proprietary information of City ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates disclosed by City to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by City in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Service Provider establishes by documentary evidence, was in Service Provider's possession before City's disclosure hereunder; or (d) was or is independently developed by Service Provider without using any Confidential Information. Upon the City's request, Service Provider will promptly return all documents and other materials received from the City. City is entitled to injunctive relief for any violation of this Section.

## 7. Term, Termination, and Survival.

7.1 This Agreement commences as of the Effective Date and continues thereafter for a period of \_\_\_\_\_ unless sooner terminated.

7.2 City, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, before the termination date, by providing at least thirty days' prior written notice to Service Provider.

7.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty days after receipt of written notice of such breach.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily, or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not entirely stayed within seven business days or is not dismissed or vacated within forty-five days after filing.

(d) Is it dissolved or liquidated, or does it take any corporate action for such purpose?

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.4 Upon expiration or termination of this Agreement for any reason, Service Provider promptly:

(a) Deliver to the City all documents, work product, and other materials, whether complete, prepared by or on behalf of the Service Provider while performing the Services for which the City has paid.

(b) Return to the City all City-owned property, equipment, or materials in its possession or control.

(c) Remove any Service Provider-owned property, equipment, or materials located at the City's locations.

(d) Deliver to City, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the City's Confidential Information.

(e) Provide reasonable cooperation and assistance to the City upon the City's written request in transitioning the Services into an alternate service provider.

(f) Permanently delete all the City's Confidential Information from its computer systems.

(g) Certify in writing to the City that it has complied with the requirements.

7.5 The rights and obligations of the Parties are outlined in this section and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations outlined in Section 6 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Service Provider or its employees, officers, directors, attorneys, accountants, and financial advisors.

## 8. Independent Contractor.

8.1 It is understood and acknowledged that the Services provided by the Service Provider under this agreement will be delivered as an independent contractor, not as an employee or agent of the City. The Service Provider determines the conditions, timing, details, and methods for performing the Services. The City has the right to inspect the Service Provider's work as it progresses solely to verify that the job is completed in accordance with the Statement of Work.

8.2 Service Provider has no authority to commit, act for, or on behalf of the City, or to bind the City to any obligation or liability.

8.3 Service Provider is not eligible for and does not receive any employee benefits from the City and is solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

## 9. Indemnification Service Provider-

Indemnify, defend, and hold harmless the City and its officers, directors, employees, and agents (collectively, "Indemnified Party") from any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind—including reasonable attorneys' fees, fees, and costs of enforcing any indemnification rights under this Agreement, as well as the expense of pursuing insurance claims incurred by or awarded to the Indemnified Party in a final judgment (collectively, "Losses") that relate to, arise out of, or result from any third-party claim connected to the Service Provider's negligence, willful misconduct, or breach of this Agreement. Service Provider claims are not approved without the prior written consent of the City or the Indemnified Party.

## 10. Remedies

If the Service Provider breaches any part of this Agreement, the City, in addition to any damages it is entitled to, has the right to seek immediate injunctive relief against the Service Provider, preventing further actions that violate the Service Provider's obligations under this Agreement.

10.1 In the event Service Provider fails to perform any of the Services on a timely basis satisfactorily, the City has the right, without prejudice to any other rights or remedies it may have under this Agreement, to take one or more of the following steps:

(a) Suspend the Service Provider's right and obligation to complete its performance of the Services until the Service Provider can demonstrate to the City's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement.

(b) Itself provide or engage a replacement service provider to provide any or all the delayed or unsatisfactory Services.

(c) Assign one or more of its representatives to supervise and work with the Service Provider to correct and mitigate the effects of the Service Provider's breach.

(d) Withhold payment of any amounts otherwise due to the Service Provider in a quantity sufficient to set off against any damage caused to the City because of the Service Provider's breach.

10.2 Except for a breach of Section 6 All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Despite the previous sentence, the Parties intend that the Service Provider's exclusive remedy for the City's payment breach be its right to damages equal to its earned but unpaid fees.

## 11. Compliance with Law

Service Provider complies with all applicable laws, regulations, and ordinances. Service Provider and maintain, in effect, all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

11.1 Insurance For the duration of this Agreement, Service Provider, at its own expense, will maintain in full force insurance with financially stable and reputable insurers as specified by the City. Upon the City's request, the Service Provider must provide the City with a certificate of insurance from its insurer, showing the coverage outlined in this Agreement. The certificate will list the City as an additional insured. The Service Provider provides the City with ten days' prior written notice of any significant change to its insurance policy. Unless prohibited by law, Service Provider requires its insurer to waive all rights of subrogation against the City's insurers and the City.

## 12. Standards of Conduct and Sexual Harassment

The Service Provider agrees that itself and any of its agents, employees, officials, or subcontractors who enter any City facility, institution, office, or other premises, or who interact with any City employee, will comply with the City's Policies and Procedures related to Standards of Conduct and Sexual Harassment. They must follow all orders or directives issued by City personnel. If the Service Provider or any of its representatives is accused of violating these policies or any part of this provision, the Service Provider will cooperate with and assist the City in investigating the allegation. If the accusation is confirmed, the Service Provider will take appropriate steps to address the violation and prevent it from happening again. The City has the authority to prohibit anyone found to have violated these policies or breached this provision from its premises.

## 13. Drug-Free Workplace.

The Service Provider acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Service Provider hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Service Provider may be suspended, this Agreement terminated, or the Service Provider debarred if it is determined that: (1) the Service Provider has made false certification

hereinabove; or (2) the Service Provider has violated such certification by failure to carry out the requirements of the "Drug-Free Workplace Act".

14. Equal Employment Opportunity.

The Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. The Service Provider further agrees to include the provisions of this paragraph in every contract, subcontract, or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

Notices

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address listed below (or to any other address the receiving Party may specify in accordance with this Section). Unless otherwise agreed, all Notices must be delivered by personal delivery, a nationally recognized overnight courier, or certified or registered mail (each with return receipt requested and postage prepaid). Except as specified here, a Notice is considered adequate only (a) when received by the receiving Party; and (b) if the Party giving the Notice has met the requirements of this Agreement, section 16.

Notice to City:

Notice to Service Provider:

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The Service Provider may not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the City, which consent may not be unreasonably withheld. Any assignment or delegation in violation of this Section Twenty is null and void. No assignment or delegation relieves the Service Provider of any of its obligations hereunder.

15. Successors and Assigns

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

16. No Third-Party Beneficiaries

This Agreement benefits solely the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. Choice of Law/Forum

This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia. Forum lies in the Superior Court of Fulton County, Georgia.

18. Counterparts

This Agreement may be executed in counterparts, each of which is considered an original, but all of which collectively constitute the same agreement. Notwithstanding anything to the contrary in the Agreement, a signed copy of this Agreement sent by facsimile, email, or other electronic means is deemed to have the same legal effect as delivering an original signed copy.

19. Force Majeure

No Party is be liable or responsible to the other Party, nor be considered to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages, slowdowns, or other industrial disturbances. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in the cost or availability of materials, components, services, market conditions, or actions by suppliers or contract disputes will not excuse Service Provider's performance under this Section 25.

20. Entire Agreement

This Agreement, the Statement of Work, exhibits, schedules, attachments, and appendices constitute the sole and entire agreement between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, concerning such subject matter.

**SIGNATURE PAGE FOLLOWS**

In witness whereof, the parties hereto have caused this agreement to be executed as of an effective date.  
\_\_\_\_\_ by their duly authorized representatives.

BY:

\_\_\_\_\_  
**Khalid Kamau, Mayor**

City of South Fulton, Georgia

\_\_\_\_\_  
**Date**

**Attest:**

\_\_\_\_\_  
**Corey Adams, City Clerk**

\_\_\_\_\_  
**Date**

**Approved as to form:**

\_\_\_\_\_  
**Sara D. Kelly, City Attorney**

\_\_\_\_\_  
**Date**

**COMPANY OR SERVICE PROVIDER**

**BY:**

**Signature**

**Name:**

**Title:**

**BY: (Corporate Seal)**

**Signature (Corporate Secretary)**

Signed, sealed, and delivered in the presence of:  
, Notary Public

**This day of \_\_\_\_\_, 20\_\_.**