



**City of South Fulton, Georgia**

*Police Department*

**REQUEST FOR PROPOSAL  
FOR  
RFP NUMBER: 26-28**

**POLICE UNIFORMS, FOOTWEAR, ALTERATIONS, AND RELATED ACCESSORIES**

*ISSUED, June 5, 2026*

*Proposals due no later than 3:00 PM EST, July 9, 2026*

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

The City is soliciting sealed Proposals from qualified firms to furnish police uniforms, footwear, alterations, customization, and related services for the Police Department in accordance with the requirements of this Request for Proposals. This Solicitation does not create any contractual, equitable, or property right in any Proposer. No contract shall exist unless and until a written agreement is approved by the City in accordance with applicable law and executed by all required parties



The City of South Fulton, Georgia  
 Procurement Department  
 4715 Frederick Dr. SW.,  
 Atlanta, GA 30336  
 Phone: 470-809-7667  
 Website: [Procurement Department | South Fulton, GA](http://Procurement Department | South Fulton, GA)

**REQUEST FOR PROPOSAL**

**RFP #26-28 POLICE UNIFORMS, FOOTWEAR, ALTERATIONS, AND RELATED ACCESSORIES**

**SCHEDULE OF EVENTS**

**DATE**

<b>Proposal Release Date:</b>	<b>June 5, 2026</b>
<b>Non-Mandatory Pre-Proposal Conference:</b> The City will conduct a non-mandatory pre-Proposal conference virtually. To attend the Pre-Proposal Conference, please refer to Information and Instructions to Proposers for details.	<b>June 11, 2026, 11:00 AM Eastern Time</b>
<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>	<b>June 18, 2026, 3:00 PM Eastern Time</b>
<b>Responses to Questions:</b> Responses to timely submitted questions will be issued by a written Addendum or about: <a href="https://www.bidnetdirect.com/georgia/cityofsouthfulton">https://www.bidnetdirect.com/georgia/cityofsouthfulton</a>	<b>June 25, 2026</b>
<b>Proposal Submission Deadline:</b> Proposals must be submitted electronically through BidNet no later than: <a href="https://www.bidnetdirect.com/georgia/cityofsouthfulton">https://www.bidnetdirect.com/georgia/cityofsouthfulton</a> . If you need any assistance registering or using the platform, please call BidNet Direct Support Team at 800-835-4603 ext. 2 for assistance.	<b>July 9, 2026, 3:00 PM Eastern Time</b>

<b>MAILING ADDRESS:</b>	<b>DATE:</b>
	<b>PHONE:</b>
<b>CITY:</b>	<b>FAX:</b>
<b>STATE:ZIP:</b>	<b>SSN OR FEDERAL TAX ID#:</b>
<b>EMAIL:</b>	<input type="checkbox"/> <b>TITLE OF AUTHORIZED</b>
<b>REPRESENTATIVE:</b>	
<b>PRINTED NAME:</b>	<b>AUTHORIZED SIGNATURE:</b>

All dates are subject to change by written Addendum issued by the City. Proposers are solely responsible for monitoring the designated solicitation platform for Addenda, notices, responses to questions, and other procurement communications

**IF AWARDED THE PROJECT FOR THIS SOLICITATION, THE CITY SHALL TRANSMIT THE CONTRACT TO THE SELECTED AWARDEE FOR FULL REVIEW AND SIGNATURE**

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## SOLICITATION OVERVIEW

- 1.1. **Request for Proposal:** The City of South Fulton (“City”), Georgia, through its Procurement Department, is issuing this Request for Proposals (“RFP” or “Solicitation”) to solicit sealed Proposals from qualified and experienced firms, entities, or other persons legally authorized to do business in the State of Georgia, to provide police uniforms, footwear, tailoring, insignia, embroidery, patches, alterations, online ordering services, delivery, returns, and related support services for the Police Department.
- 1.2. **Objective:** The City’s objective is to establish one or more requirements contracts with responsive and responsible Proposers capable of delivering consistent product quality, accurate fitting, reliable order fulfillment, timely alteration services, and accountable contract management at competitive pricing.
- 1.3. The City seeks a contractor capable of providing a complete, accountable, and auditable uniform program, including product supply, fitting, alterations, customization, order tracking, allowance management, reporting, issue resolution, and contract administration. The City’s objective is not merely to purchase uniform items, but to secure a managed service solution that supports operational readiness and internal control
- 1.4. **Background:** The Police Department requires standardized uniforms and accessories for sworn and authorized non-sworn personnel. The awarded contractor shall support initial issue, replacement issue, special order sizing, rank and assignment changes, promotional changes, academy needs, and approved individual purchases, all in accordance with Department standards.
- 1.5. **Contract Type:** The City intends to award an indefinite delivery, indefinite quantity requirements contract. Quantities stated in this solicitation are estimates for evaluation purposes only and do not guarantee any minimum purchase.
- 1.6. **Reservation of Rights:** The City reserves the right to reject any or all Proposals, waive minor informalities, request clarifications, conduct discussions, request best and final offers, make a single award, make multiple awards, or cancel this solicitation when determined to be in the best interest of the City.
- 1.7. **Definitions:** For purposes of this solicitation, the following terms shall apply:

‘City’ means the City of South Fulton, GA.

‘Department’ means the City Police Department.

‘Contractor’ means the Proposer awarded a contract under this solicitation.

‘Proposer’ means the legal entity submitting a Proposal.

‘Official Purchase’ means any purchase authorized and funded by the City.

‘Personal Purchase’ means any purchase made by an employee at the employee’s sole cost and not chargeable to the City.

‘Equal Product’ means a product demonstrated by the Proposer, to the City’s sole satisfaction, to meet or exceed all functional, material, performance, appearance, fit, durability, and compatibility requirements identified in this solicitation.

‘Business Day’ means any day on which City administrative offices are open for business.”

## INSTRUCTIONS TO PROPOSERS

### PROCUREMENT CONTACT

- 2.1. All communications regarding this solicitation shall be directed exclusively to the Procurement Officer identified in the solicitation. Unauthorized contact with elected officials, Department personnel, evaluators, or other City representatives regarding this solicitation may result in disqualification.
- 2.2. Violation of this communication restriction may result in rejection of the Proposal, disqualification from further consideration, cancellation of award, termination of any resulting contract, and any other remedy available to the City. This restriction does not prohibit communications with the Procurement Department through the official question process established in this Solicitation
- 2.3. **Addenda:** Any interpretation, correction, or change to this solicitation shall be made only by a written addendum issued by the City. Oral statements, explanations, or instructions shall not be binding.
- 2.4. **Examination of Solicitation:** Each Proposer is responsible for reviewing the entire solicitation, all exhibits, all forms, and all addenda prior to submission. Submission of a Proposal constitutes acknowledgment that the Proposer has examined all solicitation documents and accepts the requirements stated therein except for those exceptions expressly identified in the Proposal.
- 2.5. **Proposal Validity:** Proposals shall remain firm for one hundred twenty (120) calendar days following the Proposal due date.
- 2.6. **Cost of Proposal Preparation:** The City shall not be liable for any cost incurred by any Proposer in the preparation, submission, presentation, clarification, or negotiation of a Proposal.
- 2.7. The City shall make the final determination regarding disclosure of records in accordance with applicable law. Proposer acknowledges that the City cannot agree to blanket confidentiality designations, proprietary markings, or restrictions that conflict with the Georgia Open Records Act
- 2.8. **Public Records:** Proposals submitted to the City are subject to applicable public records laws. Any Proposer asserting that specific information is exempt from disclosure shall clearly identify each claimed exemption and provide the legal basis supporting such claim. Blanket confidentiality designations shall have no effect.

- 2.9. Collusion and Ethics:** By submitting a Proposal, the Proposer certifies that its submission is genuine, is not collusive, and has not been prepared in coordination with any other respondent for the purpose of restricting competition or manipulating pricing.
- 2.10. Approved Equals:** Where a manufacturer, brand, catalog number, or model is referenced in this solicitation, such reference is intended solely to establish the minimum level of quality, compatibility, fit, and functional standard required by the Department unless the solicitation expressly states that no substitute shall be accepted.

If the City elects to permit equal products, the Proposer shall identify each proposed equal product in its Proposal and shall provide complete manufacturer specifications, samples if requested, warranty information, country of manufacture, lead times, and any other information required by the City for evaluation. The City shall determine, in its sole discretion, whether a proposed equal product is acceptable. Failure to identify a substitution in the Proposal shall be deemed an offer to provide the exact specified item.

Proposed equal products must be identified with specificity in the Proposal. At a minimum, the Proposer shall provide manufacturer name, product number, specifications, materials, color, warranty, country of origin, size availability, photographs or cut sheets, and any deviation from the specified item. Failure to identify a proposed equal product shall constitute an offer to provide the specified product without substitution

### **3.1. MINIMUM QUALIFICATIONS**

Failure to satisfy the minimum qualifications may result in a determination that the Proposal is non-responsive or that the Proposer is not responsible, as applicable. The City reserves the right to request clarification or supporting documentation, but is not obligated to permit a Proposer to cure a material omission after the Proposal Submission Deadline

To be considered responsive, each Proposer must demonstrate, at a minimum, the following:

- 3.2.** A minimum of five years of experience providing uniforms and related services to municipal, county, state, university, or other law enforcement agencies of comparable size and complexity.
- 3.3.** Demonstrated experience measuring and fitting sworn personnel for law enforcement uniforms.
- 3.4.** Demonstrated capability to provide alterations, insignia application, embroidery, patch application, and replacement services.

- 3.5. A secure online ordering platform capable of distinguishing City-funded orders from personal purchases.
- 3.6. A designated account manager and an escalation contact authorized to resolve performance issues.
- 3.7. The ability to perform on-site measuring sessions at City-designated locations within the service response times stated in this solicitation.
- 3.8. All licenses, registrations, and authorizations required to do business in the State of Georgia and local jurisdiction.
- 3.9. The Proposer must disclose any contract termination for default, cure notice, suspension, debarment, material litigation, unresolved audit finding, or material performance dispute within the past five years involving public-sector uniform, apparel, logistics, or related service contracts.
- 3.10. A record of satisfactory performance and no material history of default, termination for cause, suspension, or debarment within the past five years, unless fully disclosed and determined acceptable by the City.
- 3.11. The Proposer shall demonstrate the operational capacity to provide on-site fitting, measurement, alteration coordination, emergency issue support, and account management services within the response times stated in this Solicitation. The City will evaluate service capability based on performance commitments, staffing, inventory access, delivery controls, and demonstrated ability to support law enforcement uniform operations, not solely on the physical location of a storefront.
- 4.1. **Scope of Services:** The Contractor shall furnish all labor, supervision, materials, equipment, transportation, software, supplies, alterations, embroidery, patches, insignia, packaging, and incidentals necessary to provide complete police uniform services to the Department.

At a minimum, the Contractor shall provide the following services:

- 4.1.1. **Initial Fitting and Measurement:** The Contractor shall conduct on-site fitting and measurement sessions at locations designated by the City. Measurements shall be taken by qualified personnel experienced in law enforcement uniform fitting. The

Contractor shall maintain measurement records for each authorized employee for the duration of the contract.

- 4.1.2. Standard Uniform Program:** The Contractor shall provide standard issue and replacement uniforms for sworn and authorized non-sworn personnel, including Class A uniforms, Class B uniforms, trousers, shirts, polos, outerwear, rainwear, headwear, footwear, maternity uniforms if required, and approved accessories.
- 4.1.3. Alterations and Customization:** The Contractor shall provide alterations and customization services, including hemming, tapering, waist adjustment, sleeve adjustment, patch application, rank insignia attachment, badge tab placement, name strip application, embroidery, and replacement of damaged or defective items.
- 4.1.4. Online Ordering Platform:** The Contractor shall maintain a secure online ordering system available to authorized City users. The system shall, at a minimum, support user-level permissions, supervisor approval workflows, item eligibility controls, order status tracking, invoicing by order, reporting by employee and by cost center, and separation of City-funded orders from personal purchases.
- 4.1.5.** The online ordering platform shall maintain separate workflows for City-funded purchases and personal purchases. The platform shall prevent unauthorized users from charging personal purchases, non-approved items, or charges exceeding authorized allowance limits to the City.
- 4.1.6.** The Contractor shall not process, invoice, or represent any personal purchase as a City obligation. Any personal purchase charged to the City in error shall be corrected by the Contractor at no cost to the City within five business days after notice.
- 4.1.7. Personal Purchases:** The Contractor may accept personal purchases only when expressly permitted by Department policy. Under no circumstances shall personal purchases be billed to the City. All invoices for personal purchases shall be clearly marked 'Personal Purchase, Employee Responsibility Only.
- 4.1.8. Delivery:** All City orders shall be delivered F.O.B. Destination, freight prepaid and allowed, to the location designated by the City. No separate freight, handling, fuel, processing, or administrative charges shall be permitted unless expressly authorized in the resulting contract.
- 4.1.9. Returns and Corrections:** The Contractor shall, at no additional cost to the City, correct any item that is defective, incorrectly sized, improperly altered, inconsistent

with approved specifications, or otherwise not acceptable to the City. Correction or replacement shall occur within the time stated in the service level requirements.

**4.1.10. Quality Assurance:** All products furnished under the contract shall be new, first-quality merchandise, free from defects in materials and workmanship, and consistent in color, finish, construction, appearance, and durability.

**4.1.11 Recordkeeping:** The Contractor shall maintain complete order histories, pricing records, invoice support, employee measurement records, and issue history, and shall provide such records to the City upon request.

**4.1.12 Warranty:** The Contractor warrants that all goods and services furnished under the contract shall conform to contract requirements and shall be fit for their intended purpose.

## **4.2 Service Level Requirements**

The Contractor shall meet the following minimum performance standards:

**4.2.1.** Schedule initial measuring event within ten business days after City request.

**4.2.2.** Schedule individual remeasurement within five business days after City request.

**4.2.3.** Deliver standard stocked items within fifteen business days after order approval.

**4.2.4.** Deliver non-stocked or special order items within thirty calendar days after order approval, unless otherwise approved by the City in writing.

**4.2.5.** Complete routine alterations within seven business days after receipt.

**4.2.6.** Correct defective, nonconforming, or improperly fit items within ten (10) business days after return.

**4.2.7.** Respond to City inquiries within one business day.

**4.2.8.** Provide monthly contract usage and backorder reports.

**4.2.9.** Maintain order accuracy rate of not less than ninety-eight percent.

Failure to meet service level requirements may constitute a material breach of contract.

- 4.2.10.** Chronic service failure means three or more missed service level requirements within any rolling 90 calendar day period, or any single failure that materially impacts Police Department operations. Chronic service failure may constitute material default.

### **4.3 Service Level Remedies**

- 4.3.1.** The Contractor's failure to meet service level requirements may result in corrective action, written cure notice, payment withholding, order suspension, negative performance evaluation, termination for default, or other remedies available to the City.
- 4.3.2.** The City may require a corrective action plan within five business days after notice of repeated or material service failure.
- 4.3.3.** The City's acceptance of late or corrected performance shall not waive any right or remedy under the contract.
- 4.3.4.** Before exercising termination rights for chronic or material service failure, the City may, but is not required to, issue a written cure notice. If a cure notice is issued, the Contractor shall submit a corrective action plan within five business days and shall complete corrective action within the timeframe stated by the City

- 5. Business License:** The Proposer shall submit a copy of a current, valid business license, certifications, and permits with their Proposal. If the Proposer is a Georgia corporation, it must submit a current and valid state, county, municipal, or other applicable business license required for the Proposer's place of business and performance of the contract. If the Proposer is a Joint Venture, each member must provide a valid business license. For non-Georgia corporations, they must submit a Certificate of Authority to Transact Business in Georgia, along with a copy of their current, valid business license from their home jurisdiction.

- 6. No Offer by City and Firm Offer by Proposer:** This Solicitation is a Request for Proposals only and does not constitute an offer by the City. Each Proposal shall remain firm, valid, and irrevocable for one hundred twenty calendar days following the Proposal Submission Deadline, unless extended by written agreement of the City and the Proposer.

- 7. Order of Precedence:** In the event of a conflict, ambiguity, or inconsistency among the

Solicitation documents or resulting Contract documents, the following order of precedence applies, highest to lowest, unless expressly stated otherwise in writing by the City.

- 7.1.1. Executed Contract, including all negotiated modifications.
  - 7.1.2. Addenda issued by the City.
  - 7.1.3. RFP and all Attachments, Appendices, and Exhibits.
  - 7.1.4. The Proposer's Technical Proposal.
  - 7.1.5. The Proposer's Price Proposal.
- No Proposer terms and conditions, invoice terms; website terms, quote terms, shrink-wrap terms, click-through terms, or other vendor-supplied terms shall modify the Contract unless expressly accepted in a written amendment executed by the City.
8. **Interpretation, Ambiguities:** If an ambiguity remains after applying this order of precedence, the ambiguity shall be resolved in accordance with applicable Georgia law and the City's procurement authority.
  9. **Addenda Control:** Only a written Addendum issued by the City modifies this Solicitation. The Proposer is responsible for acknowledging receipt of all addenda and incorporating requirements into its Proposal.
  10. **Electronic Signature and Electronic Notices:** Electronic signatures and electronic notices have the same legal effect as wet signatures and hard copy notices, consistent with applicable State and Federal law. The Proposer is responsible for monitoring the designated email and platform.
  11. **Proposal Submission Deadline:** Responses to this RFP shall be accepted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> until **July 9, 2026, by 3:00 PM, Eastern Time.**  
  
**Proposals received after 3:00 PM on the stated deadline shall not be accepted.**
  12. **Proposal Modification and Withdrawal:** A Proposer may modify or withdraw its Proposal before the Proposal Submission Deadline only through BidNet. After the Proposal Submission Deadline, the Proposals shall remain firm and may not be withdrawn for one hundred and twenty (120) calendar days. Unauthorized withdrawal or modification after submission shall result in disqualification and may impact future eligibility.

13. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **June 11, 2026, at 11:00 AM Eastern Time**, and shall be hosted virtually by our staff and the responsible person. To attend the Pre-Proposal Conference, please access Microsoft Teams via the app or on the web by utilizing the information below:

**Meeting ID: 226 641 283 029 069**

**Passcode: js2Pi378**

**[Download Teams](#) | [Join on the web](#)**

**Or call in (audio only)**

**[+1 929-583-6155](tel:+19295836155), [493238359#](tel:+19295836155) \_ United States, New York**

**Phone Conference ID: 493 238 359#**

**[Find a local number](#) | [Reset PIN](#)**

14. **Attendance at the Pre-Proposal Conference is non-mandatory.** During the conference, the City will review the general requirements of the Project. Statements made at the conference are not binding unless issued by a written Addendum.
15. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on or before **June 18, 2026, by 3:00 PM, Eastern Time**. Questions received after the designated period shall not be considered. Any response made by the City shall be posted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> by Addendum. No Proposer shall rely on any verbal response to any question submitted concerning this RFP.

Questions must be submitted in sufficient detail to permit a written response. The City may decline to answer questions that are untimely, vague, argumentative, or unrelated to the Solicitation.

16. **Exclusive Means of Clarification and Modification:** This Solicitation may be modified only by a written Addendum issued by the City. No interpretation, clarification, explanation, oral statement, site discussion, conference statement, or other communication from any person shall change the Solicitation unless expressly incorporated in a written Addendum. Proposers rely upon the Solicitation documents and written Addenda at their own risk and shall not rely upon any oral representation or unofficial communication.
17. **Procurement Integrity, No Contact:** From issuance of this RFP through final award by City Council, the Proposer and its representatives shall not communicate regarding this Solicitation with any City elected official, employee, evaluator, or agent other than the Procurement Department contact identified in this RFP, unless the City authorizes such contact in writing. Any attempt to influence the procurement process shall result in

disqualification, at the City's sole discretion, and placement on the ineligible source list. The Proposer shall report any unauthorized contact to the Procurement Department within 24 hours.

Proposer shall not offer gifts, meals, entertainment, employment opportunities, gratuities, favors, or anything of value to any City official, employee, evaluator, consultant, or representative in connection with this Solicitation.

- 17.1. Any protest concerning the terms, conditions, specifications, or requirements of this Solicitation must be submitted in writing to the Procurement Department no later than five (5) business days before the Proposal Submission Deadline.
  - 17.2. Any protest concerning the evaluation, recommended award, or award decision must be submitted in writing no later than five business days after the City posts the notice of intended award or other written award recommendation.
  - 17.3. A protest must include the Solicitation number, protester's name and contact information, a detailed statement of the factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested.
  - 17.4. The City may reject any protest that is untimely, incomplete, unsupported, or submitted by a party that is not an interested Proposer.
  - 17.5. Filing a protest shall not automatically stay the procurement, award, or contract performance unless the City determines, in writing, that a stay is in the City's best interest.
  - 17.6. The City Manager, or designee, shall issue the City's final administrative decision. The decision shall be final unless otherwise provided by applicable law.
18. **Ownership of Proposal:** Each Proposal submitted to the City shall become the property of the City without compensation to a Proposer, for the City's use in its discretion. The City shall not be liable for any Proposal preparation costs incurred by the Proposer.
19. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. Pursuant to O.C.G.A. § 50-18-72 (a) (34), an entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an Affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Georgia Code O.C.G.A. § 10-1-760 et seq.

- 20. Confidential Submittals:** All materials submitted are subject to disclosure under the Georgia Open Records Act. If Proposer contends any portion is exempt as a trade secret, Proposer must submit, at the time of Proposal submission, a specific trade secret affidavit and clearly mark each page claimed confidential. The City makes no guarantee of confidentiality and will comply with applicable law.
- 21. Confidentiality and Data Security, and Employee Information:**
- 21.1.** The Contractor shall protect all City data, employee information, law enforcement sensitive information, order history, sizing records, allowance records, and other nonpublic information using commercially reasonable administrative, technical, and physical safeguards.
  - 21.2.** The Contractor shall use City information only for contract performance and shall not sell, disclose, mine, reuse, or transfer City information for any unrelated purpose.
  - 21.3.** The Contractor shall notify the City within twenty-four hours after discovering any actual or suspected unauthorized access, use, disclosure, loss, or compromise of City information.
  - 21.4.** Contractor shall not use City employee information, sizing information, order history, law enforcement uniform data, credentials, or allowance information for marketing, resale, analytics, profiling, unrelated commercial purposes, or any purpose not directly required for Agreement performance.
  - 21.5.** Upon request or contract completion, the Contractor shall return or securely destroy City information, subject to lawful retention requirements.
  - 21.6.** This section shall survive expiration or termination of contract.
  - 21.7.** Employee sizing records, order history, allowance records, user credentials, and law enforcement uniform data shall be treated as confidential operational information. The Contractor shall restrict access to personnel with a legitimate need to know for contract performance.
- 22. Iran Divestment Certification:** The Proposer certifies that they are not included on the Iran Divestment List created under O.C.G.A. § 50-5-85.1 and do not participate in investment activities in Iran's energy sector.
- 23. Certification Regarding Boycotts of Israel:** Proposers certify that they are not currently engaged in and agree for the duration of the contract not to engage in a boycott of Israel as

defined in O.C.G.A. § 50-5-85.1.

24. **Debarment and Suspension Certification:** The Proposer affirms that neither it nor any of its principals is currently debarred, suspended, proposed for debarment, or declared ineligible for contracts by any federal or state agency.
25. **Records Retention:** The Proposer must maintain all records, books, and documents pertinent to this Agreement for at least five (5) years after completing the Services and must make them available for inspection upon reasonable request by the City or its auditors. Records shall be made available upon reasonable request to:

**Procurement Department,  
4715 Frederick Drive SW,  
Atlanta, GA 30336.**

If any audit, claim, dispute, investigation, litigation, or public records request is pending at the end of the retention period, the Contractor shall retain all relevant records until final resolution.

26. **Cost-Plus Prohibition:** Cost-plus-a-percentage-of-cost pricing is prohibited and shall be deemed non-responsive.
27. **Non-Discrimination:** The Proposer agrees not to discriminate against any person based on race, color, religion, national origin, sex, age, disability, veteran status, sexual orientation, or gender identity in performing this Agreement.
28. **Term of Contract:** The contract shall be for a period of one (1) year, subject to satisfactory performance and availability of funds.
29. **Termination for Default and Remedies:**
  - 29.1. Failure to comply with delivery schedules, product specifications, alteration requirements, reporting obligations, service levels, invoicing requirements, data security obligations, or other material contract terms shall constitute default.
  - 29.2. Upon default, the City may require corrective action, suspend orders, reject nonconforming goods, obtain replacement goods or services from another source, recover excess procurement costs, withhold payment, terminate the contract in whole or in part, or pursue any other remedy available at law or in equity.
  - 29.3. The City may terminate immediately if the Contractor commits fraud, makes a

material misrepresentation, becomes debarred or suspended, fails to maintain required insurance, violates procurement integrity rules, or fails to protect City information.

**29.4.** Termination for default shall not limit the City's right to recover excess costs, pursue damages, withhold payment, enforce warranties, obtain substitute performance, or exercise any other remedy available under the Contract, law, or equity.

**30. Termination for Convenience:** The City may terminate the resulting contract, in whole or in part, for convenience upon thirty calendar days' written notice to the Contractor. Upon termination, the City shall pay the Contractor only for conforming goods delivered and services properly performed and accepted before the effective date of termination. The City shall not be liable for lost profits, consequential damages, unabsorbed overhead, or costs incurred after the effective date of termination.

**31. Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of South Fulton, its elected officials, officers, employees, agents, and representatives from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to the Contractor's performance, acts, omissions, negligence, willful misconduct, breach of contract, violation of law, infringement of intellectual property rights, employment practices, or failure to protect City data. This obligation shall survive expiration or termination of the contract.

**32. Insurance Requirement:**

**32.1.** The Contractor shall maintain insurance coverage throughout the contract term with insurers authorized to do business in Georgia and rated A- VII or better by A.M. Best, unless otherwise approved by the City.

**32.2.** Required coverage shall include, at minimum:

- **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate.
- **Automobile Liability:** \$1,000,000 combined single limit for owned, hired, and non-owned vehicles.
- **Workers' Compensation:** Statutory limits as required by Georgia law.

- **Employer's Liability:** \$1,000,000 each accident, disease, and employee.
- **Cyber Liability or Technology Errors and Omissions, if the Contractor operates an online ordering platform or stores employee data:** \$1,000,000 per claim.

**32.3.** The City shall be named as an additional insured on commercial general liability and automobile liability policies.

**32.4.** The Contractor shall provide certificates of insurance before contract execution and upon renewal. Failure to maintain required insurance shall constitute material default.

**32.5.** All insurance required under this Contract shall be primary and non-contributory to any insurance or self-insurance maintained by the City. Required coverage shall not limit the Contractor's liability or indemnification obligations.

**33. Pricing, Price Adjustments, and Prohibited Charges:**

**33.1.** Prices shall remain firm for the initial contract term.

**33.2.** Any requested price adjustment for a renewal term must be submitted at least sixty calendar days before the renewal date and must include manufacturer documentation, market justification, and a revised price schedule.

**33.3.** The City may approve, reject, or negotiate any requested price adjustment in its sole discretion.

**33.4.** No fuel surcharge, freight charge, handling fee, administrative fee, credit card fee, minimum order fee, or other charge shall be payable unless expressly included in the Contractor's accepted price proposal or approved by written contract amendment.

**33.5.** Cost-plus-a-percentage-of-cost price is prohibited.

**33.6.** The Contractor shall not increase prices, impose surcharges, substitute products, change discount structures, or add fees unless approved in advance by written contract amendment executed by the City.

## EVALUATION PROCESS AND SELECTION CRITERIA

**Evaluation Process:** The City will evaluate Proposals in accordance with the stated evaluation criteria and applicable City procurement authority. The City may conduct discussions, request clarifications, invite presentations, establish a competitive range, and request final offers, including best and final offers, as permitted by law. The City may award without discussion.

The City intends to select the Proposer or Proposers that are most qualified to meet the City's needs. The award shall be based on, but not limited to, the following factors:

**Price Scoring Formula:**  $\text{Price Score} = \left( \frac{\text{Lowest Overall Cost}}{\text{Proposer's Price}} \right) \times 25$

Price Points Awarded equals Lowest Total Evaluated Price divided by Proposer's Total Evaluated Price, multiplied by the Maximum Price Points. Total Evaluated Price is the sum of all line items in Appendix B, as completed by the Proposer.

**Best Value Evaluation Standard:** Award shall be made to the responsive and responsible Proposer or Proposers whose Proposal is determined by the City, in its sole discretion, to represent the best overall value to the City, considering price and all other evaluation factors stated in this Solicitation. The City is not required to make an award to the Proposer offering the lowest price. The City may consider qualitative and quantitative factors, operational risk, service capacity, Proposer stability, demonstrated past performance, innovation, and any other considerations reasonably related to the City's interests and lawful procurement objectives.

The City may evaluate risk as part of the best value determination, including but not limited to Operational risk, delivery risk, transition risk, financial risk, performance risk, data security risk, and contract administration risk.

**Reservation of Rights in Evaluation:** The City reserves the right to conduct investigations, seek clarifications, request supplemental information, require demonstrations or presentations, verify references, inspect facilities, review financial capacity, and evaluate any matter bearing on a Proposer's ability to successfully perform the contract. The City may reject any Proposal that, in the City's judgment, fails to adequately demonstrate capability, reliability, integrity, operational capacity, or alignment with the City's performance objectives.

In applying the evaluation criteria, the City may consider the completeness, specificity, credibility, feasibility, and demonstrated merit of each Proposal. The City may consider the relative strengths, weaknesses, deficiencies, risks, and advantages of each Proposal under each factor and is not required to award points on a mechanical or evenly distributed basis.

<b>EVALUATION CRITERIA DESCRIPTION:</b>	<b>MAXIMUM POINTS</b>
<p><b>Experience, Performance References:</b> The Proposer’s relevant experience in providing similar goods and services, length of time in the industry, and demonstrated past performance on comparable contracts will be reviewed. Emphasis will be placed on evidence of satisfactory completion of prior contracts within the past three (3) years, including timely delivery, adherence to budget, and consistent quality of service. References may be contacted to verify performance.</p>	<b>20</b>
<p><b>Technical Qualifications and Quality of Offerings:</b> The Proposer shall demonstrate the capability to provide police uniforms and accessories that meet or exceed City requirements, based on the following:</p> <ol style="list-style-type: none"> <li>1. <b>Quality and Compliance:</b> Ability to supply high-quality uniforms and accessories that meet applicable standards, including durability, workmanship, and suitability for law enforcement use.</li> <li>2. <b>Inventory and Delivery Capability:</b> Ability to maintain adequate inventory levels and ensure timely fulfillment of routine and expedited orders.</li> </ol>	<b>25</b>
<p><b>Required Specifications:</b> Service delivery plan, functionality, ordering system, designated account manager, demonstrated ability to deliver items on time, location of storefront, and ability to come onsite.</p>	<b>20</b>
<p><b>Online Ordering and Reporting Capability:</b></p>	<b>10</b>
<p><b>Cost:</b> The Cost Proposal shall include a detailed breakdown of all pricing and any expenses or fees identified as Additional Services payable to Sub-Contractors or Vendors. All such expenses must be based on actual costs incurred and shall include no markup for overhead or profit. Pricing shall include all delivery costs and reflect the City’s tax-exempt status.</p>	<b>20</b>
<p><b>Service Accessibility and On-Site Support Capability:</b> The Proposer’s demonstrated ability to provide on-site fittings, emergency uniform support, alteration coordination, account service, and timely issue resolution for the Police Department. Evaluation may include staffing model, response times, delivery plan, inventory access, escalation process, and prior performance supporting comparable law enforcement agencies.</p>	<b>5</b>
<p><b>MAXIMUM SCORE:</b></p>	<b>100</b>

The City may assign strengths, weaknesses, deficiencies, and risks under each evaluation factor. The City is not required to award points mechanically or to assign equal weight to sub-elements

unless expressly stated. The evaluation committee's judgment shall be based on the content of the Proposal, clarification responses, references, demonstrations, and other information reasonably related to responsibility and performance capability.



**ATTACHMENT A  
SCOPE OF WORK**

## **SCOPE OF WORK**

Attachment A supplements Section 4 and does not limit the Contractor's obligations. In the event of conflict between Attachment A and Section 4, the more specific or more stringent requirement shall control, unless otherwise stated by written addendum.

The scope of work includes, but is not limited to, the following:

### **1. Uniform Supply & Distribution**

- Provide full-service uniform supply for sworn, civilian, and chaplain personnel.
- Maintain adequate inventory levels to support both routine replacement and new hire outfitting.
- Ensure timely order fulfillment to prevent operational delays.
- Provide centralized ordering capabilities (online portal and/or in-person service).

### **2. New Hire Uniform Issuance**

- Coordinate and fulfill initial uniform packages for all new hires within established onboarding timelines.
- Ensure proper sizing, fitting, and issuance prior to academy or assignment start dates.
- Maintain standardized uniform packages based on position classification.

### **3. Allowance Program Management**

- Administer annual uniform allowance accounts for all eligible personnel.
- Track individual employee spending and ensure compliance with approved allowance limits.
- Provide reporting capabilities to department leadership and Procurement upon request.

### **4. Quality & Compliance Standards**

- Ensure all uniforms meet law enforcement industry standards for durability, safety, and functionality.
- Adhere to department-approved specifications, including fabric type, color consistency, and design standards.
- Comply with all applicable local, state, and federal procurement regulations.

## **5. Approved Brands & Specifications**

- Utilize approved brands, including, but not limited to:
  - Blauer
  - 5.11 Tactical
  - Propper
- Provide equivalent alternatives only with prior departmental approval.
- Adhere to the attached itemized uniform list and specifications.

## **6. Alterations & Customization**

- Provide alteration services to ensure proper fit and professional appearance.
- Support customization needs such as patches, embroidery, rank insignia, and nameplates in accordance with department standards.

## **7. Customer Service & Vendor Support**

- Provide a dedicated point of contact for program management and issue resolution.
- Ensure responsive customer service for employees and command staff.
- Resolve order discrepancies, backorders, and warranty issues in a timely manner.

## **8. Reporting & Accountability**

- Provide periodic reports including:
  - Allowance utilization
  - Order history
  - Inventory trends
- Support audits and accountability measures as required by the department.



## **APPENDIX A**

### **REQUIRED FORM SUBMITTALS**

**RFP# 26-28**

**POLICE UNIFORMS, FOOTWEAR, ALTERATIONS & RELATED ACCESSORIES**

**SUBMITTAL CHECKLIST**

1. This checklist is provided for administrative convenience.
2. It is the sole responsibility of each Proposer to ensure that its Proposal includes all materials required by this RFP.
3. Only items expressly identified in this RFP as mandatory at Proposal submission may serve as a basis for a determination of non-responsiveness.
4. Other items may be reviewed as responsibility information or may be required prior to award or Contract execution, as applicable.
5. In the event of any inconsistency between this checklist and the body of the RFP, the body shall control.
6. The City may reject any Proposal that fails to include all documents identified as mandatory at Proposal submission. Items identified as responsibility, pre-award, conditional, or post-award may be requested, clarified, or verified by the City in accordance with applicable procurement authority.
7. Proposers are required to submit responses to solicitations electronically online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The City will not consider any Proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).



**PROPOSAL COST SCHEDULE FORM**

The Proposer shall complete the Price Proposal in full and provide all rates, unit prices, markups, fees, and charges required by this RFP. Any charge not separately identified in the Price Proposal shall be deemed included in the Proposer’s offered pricing and shall not be separately payable unless approved by written contract amendment.

Proposer must furnish all labor, materials, equipment, and perform all the necessary Work in the manner and form provided in the contract documents

Contact Person \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip Code  
\_\_\_\_\_

Business Phone Number \_\_\_\_\_

Email  
\_\_\_\_\_

The Proposer shall submit a completed itemized price schedule identifying unit price, brand, model or item number, size range, color, estimated lead time, warranty, alteration charge, embroidery or patch charge, delivery charge if any, and catalog discount percentage where applicable. Any item, service, fee, or charge not identified in the price proposal shall be deemed included in the offered price and shall not be separately payable.

Pricing must be complete, auditable, and inclusive of all costs required to perform the work. Any ambiguity in pricing may be construed against the Proposer or may result in rejection if the City determines that the Proposal cannot be evaluated fairly.

By signing below, Proposer certifies that all prices include delivery F.O.B. Destination, freight prepaid and allowed, and that no additional charges shall apply unless expressly authorized in the resulting contract.

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

Title  
\_\_\_\_\_

Signature  
\_\_\_\_\_

Date  
\_\_\_\_\_

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

**BUSINESS ENTITY CERTIFICATE**

**(a) CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the Corporation named as Proposer herein, the same  
(title)

being organized and incorporated to do business under the laws of the State of  
\_\_\_\_\_; that \_\_\_\_\_ who executed this Proposal on  
behalf of the Proposer was, then and there, \_\_\_\_\_ and  
(title)

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

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

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)

**(Corporate Seal must be affixed above)**

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

I, \_\_\_\_\_, certify that I am authorized to sign to  
commit \_\_\_\_\_ named a Proposer in the foregoing Proposal. That  
said company is formed under the laws of the State of \_\_\_\_\_.

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

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)

**PROPOSAL COST SCHEDULE FORM**

The Proposer shall complete the Price Proposal in full and provide all rates, unit prices, markups, fees, and charges required by this RFP. Any charge not separately identified in the Price Proposal shall be deemed included in the Proposer’s offered pricing and shall not be separately payable unless approved by written contract amendment.

Proposer must furnish all labor, materials, equipment, and perform all the necessary Work in the manner and form provided in the contract documents.

Contact Person \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip Code  
\_\_\_\_\_

Business Phone Number \_\_\_\_\_

Email  
\_\_\_\_\_

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

Title  
\_\_\_\_\_

Signature  
\_\_\_\_\_

Date  
\_\_\_\_\_

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

**REFERENCE VERIFICATION FORM  
RFP 26-28 POLICE UNIFORMS, FOOTWEAR, ALTERATIONS & RELATED  
ACCESSORIES**

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

**Name:**

**Address:**

**Date of Verification:**

**Reference Organization:**

**Person Contacted:**

**Title of Contact (Project Name):**

**Contract Period & Completion Date:**

**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 services and offer 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:**

List at least three (3) references for the Prime Proposer, and each proposed Sub-Contractor, using a separate Reference and Release Form for each. Provide the information requested in the form above for the contact person who shall verify the Proposer's experience and ability to perform the type of Services listed in the RFP.

**(Make additional copies as necessary)**

You are authorized to contact the references provided above for the  
**RFP 26-28 POLICE UNIFORMS, FOOTWEAR, ALTERATIONS & RELATED  
ACCESSORIES**

**REFERENCE AUTHORIZATION FORM**

Proposer: \_\_\_\_\_

Signed:

\_\_\_\_\_

(Authorized Signature)

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

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

Sub-Contractor:

\_\_\_\_\_

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

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT**

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

By executing this Affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for Services on behalf of \_(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 shall continue to use the Federal Work Authorization Program throughout the contract period, and the undersigned Contractor shall contract for the physical performance of Services in satisfaction of such contract only with Sub-Contractors who present an Affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its Federal Work Authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Name of Project: RFP 26-28, Police Uniforms & Accessories

City of South Fulton, Georgia

Name of Public Employer

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

\_\_\_\_\_  
Executed on \_\_\_\_, 20\_\_ in \_\_\_\_ (City), (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

\_\_\_\_\_  
Notary public

My Commission Expires: \_\_\_\_\_



**ADDENDUM ACKNOWLEDGMENT FORM**

ADDENDA ACKNOWLEDGMENT: RFP 26-28

The undersigned acknowledges the receipt of the following Addenda:

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

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

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

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

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

Proposer (Company): \_\_\_\_\_

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

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

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

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

Note: If Addenda have been issued, Proposers should complete and return this attachment with their Proposal. Failure to do so may result in the contract being rejected.

**Failure to acknowledge all issued Addenda may result in the Proposal being rejected.**

This is an acknowledgment of receipt of Addenda (listed by number and date on each Addendum) and affirms that its Proposal includes and considers any modifications to the initially issued Proposing Documents contained therein.

Note: If the Proposer is a corporation, the Proposal 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 Proposal, as principals, are listed below.

Name	Address
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**ACKNOWLEDGEMENT OF PROPOSER**

STATE OF GEORGIA.  
COUNTY OF FULTON

Before me, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared who, after having first been duly sworn, upon oath did depose and say, that the foregoing Proposal submitted by hereafter called "Proposer" is duly authorized Agent of said Company and that the person signing said Proposal has been duly authorized to execute the same. Proposer affirms that it is duly authorized to execute this Proposal, that this Company, Corporation, Firm, Partnership or Individual has not prepared its Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

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

Proposer Information:

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I \_\_\_\_\_, as an authorized Agent, shall comply completely and promptly with all insurance requirements contained in the City’s Request for Proposal # 26-28 Police Uniforms and Accessories pertaining to Insurance and/or Bonding.

Proposer understands that it is required to share the City’s Insurance and/or Bonding requirements with the appropriate surety company(s) and/or Insurance Brokers, Agents, Underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable Bonding, Insurance, and Endorsement requirements without delay. **Proposer understands, acknowledges, and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date Proposer receives a final contract from the City shall result in the forfeiture of the Proposal** understands, acknowledges, and agrees that failure to fully comply with applicable insurance requirements within the timeframe required by the City may result in disqualification, cancellation of award, or termination of the resulting contract.

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein, on behalf of \_\_\_\_\_.

Further, by signing below, I represent that \_\_\_\_\_ understands and agree to unconditionally comply with all requirements related to Bonding and Insurance contained in the City’s contract attached hereto as Appendix A.

Date: \_\_\_\_\_, 20\_\_.

**Corporate Proposer    Non-Corporate Proposer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

**CERTIFICATION OF DISQUALIFICATION OR REMOVAL**

The undersigned Proposer/Proposers declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from Proposing 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 submitting a Proposal on, or completing a Federal, State, or Local Government Project because of violations of law or a safety regulation.

Proposer/ Proposers Information:

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(City, State,

\_\_\_\_\_  
Zip)

**ISRAEL BOYCOTT CERTIFICATION**

Pursuant to O.C.G.A. § 50-5-85, the State of Georgia requires that any Company entering into a contract with a public entity for Goods or Services with a value of one hundred thousand dollars (\$100,000) or more, and employing ten (10) or more employees, must certify that it is not currently engaged in, and agree 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:

The Company is not currently engaged in a boycott of Israel; and

The Company agrees that for the duration of this contract, it shall 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 Proposer with 500 or more employees, and every Sub-Contractor with 500 or more employees, must certify that they shall 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: \_\_\_\_\_

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



**CITY OF SOUTH FULTON, GEORGIA  
RFP 26-28 POLICE UNIFORMS, FOOTWEAR, ALTERATIONS, AND RELATED  
ACCESSORIES**

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_ 2026, by and between the **City of South Fulton, Georgia**, a political subdivision of the State of Georgia, the “City,” and **COMPANY NAME**, a \_\_\_\_\_ entity organized under the laws of the State of \_\_\_\_\_, the “Contractor,” whose principal place of business is located at **BUSINESS ADDRESS**.

**WITNESSETH:**

**WHEREAS**, The City issued RFP 26-28 Police Uniforms, Footwear, Alterations and Related Accessories seeking qualified suppliers for the supply of Police uniforms, garments, protective wear, insignia, footwear, and related accessories, and associated program services including measurement, fitting, tailoring, customization, ordering support, delivery, returns, and warranty support; and

**WHEREAS**, Contractor submitted a responsive proposal representing capability, qualifications, and compliance with all specifications; and

**WHEREAS**, the City desires to procure uniforms, garments, protective wear, insignia, and related accessories;

**WHEREAS**, the City desires to enter into a Contract with the Contractor to provide the required services;

**WHEREAS**, the City enters into this Agreement in reliance upon Contractor’s representations regarding experience, capability, pricing, product quality, service levels, online ordering controls, restricted item controls, data security, and ability to support law enforcement uniform operations.

**NOW THEREFORE**, the Parties agree as follows;

**DEFINITIONS.** As used in this Contract, the following terms have the meanings set forth below:

1. **City:** means the City of South Fulton, Georgia.
2. **Contractor:** means Company Name, including its permitted successors and assigns. No affiliate, subcontractor, supplier, or other person or entity is the Contractor unless the City expressly agrees in a written amendment executed by the City authorized signatory.
3. **Contract Documents:** means the documents listed in Article 15. No quotation, acknowledgement, invoice, packing slip, portal term, catalog term, manufacturer term, or similar document shall be a Contract Document unless expressly incorporated by written amendment executed by the City.
4. **Agreement:** means this Police Uniforms, Footwear, Alterations, and Related Accessories Agreement, including all exhibits, appendices, written amendments, and authorized Orders issued in accordance with this Agreement.
5. **Exhibits and Appendices:** mean the attachments expressly incorporated into this Agreement, including Exhibit A, Scope of Work, Exhibit B, Pricing Schedule, Exhibit C, Technical Specifications and Standards, Exhibit D, Service Levels and Performance Metrics, Appendix A, Insurance and Order Specific Security Requirements, and Appendix B, Solicitation and Award Documents.
6. **Goods:** means uniforms, garments, footwear, protective wear, insignia, patches, accessories, and related items purchased under this Agreement
7. **Services:** means measurement, sizing, fitting, tailoring, alterations, customization, portal and ordering support, delivery coordination, returns and exchanges processing, warranty support, and related program support provided under this Agreement.
8. **Order:** means a City issued purchase order, release, or other written authorization issued by the City Contract Administrator under this Agreement.
9. **Restricted Uniform Items:** means law enforcement uniforms, insignia, patches, badges, rank devices, tactical identifiers, Department-specific garments, and any item that could reasonably identify a person as affiliated with the City's Police Department.

## **ARTICLE 1**

### **CONTRACT TERM**

- 1.1 **Contract Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year unless earlier terminated in accordance with this

Agreement.

- 1.2 Renewal.** The City may renew this Agreement for up to three (3) additional one (1) year terms, in the City's sole discretion, by written notice or written amendment issued before expiration of the then current term. Renewal is conditioned upon satisfactory Contractor performance, continued operational need, continued compliance with pricing and specifications, and lawful appropriation of funds.
- 1.3 Time of Performance:** Time is of the essence with respect to Contractor's delivery, correction, warranty, response, portal support, and service level obligations under this Agreement and any authorized Order. Failure to meet required delivery dates, service levels, correction timelines, or warranty response obligations may constitute a material breach.
- 1.4 Renewal Eligibility:** Any renewal of this Agreement shall be at the City's sole discretion and is conditioned upon satisfactory Contractor performance, the City's continued operational need for the goods or services, continued compliance with the pricing and specifications set forth in this Agreement, and the lawful appropriation of funds. The City may require the Contractor to submit and implement a corrective action plan as a condition of renewal or continued performance under this Agreement.
- 1.5 Corrective Action:** If the City determines that the Contractor's performance is deficient or fails to meet the requirements of this Agreement or any applicable Order, the City may require the Contractor to submit a written corrective action plan within a timeframe specified by the City. The corrective action plan shall identify the cause of the deficiency, the actions to be taken to remedy the deficiency, and the timeline for completing those actions. The Contractor shall implement the approved corrective action plan at no additional cost to the City. Failure to submit or implement a corrective action plan may constitute a material breach of this Agreement.
- 1.6 Renewal Condition:** Renewal of this Agreement is at the City's sole discretion and is contingent upon satisfactory Contractor performance, continued operational need, and the lawful appropriation of funds.

## **ARTICLE 2**

### **UNIFORM PROGRAM AND SCOPE OF WORK**

- 2.1 Scope of Uniform Program:** Contractor shall furnish all goods and services necessary to support the City's uniform supply program in accordance with this Agreement, Exhibit B (Price Book), and Exhibit C (Technical Specifications and Standards). Services shall

include, at a minimum, measurement, sizing, fitting, tailoring and alterations, sewing and attachment of City-approved patches and insignia, standard packaging, delivery, returns and exchanges, and warranty support. Unless expressly stated otherwise in Exhibit B, all such services shall be included in the applicable unit pricing and no additional charges shall apply.

- 2.2** Contractor shall provide a managed uniform program, not merely the sale of apparel. Contractor's obligations include product supply, fitting, measurement, alterations, customization, ordering controls, allowance management, reporting, delivery, returns, warranty support, restricted item control, and account administration.
- 2.3 Included Services:** Contractor shall provide measurement, sizing, and fitting for individual personnel; tailoring and alterations necessary to ensure proper fit and professional appearance; sewing and attachment of City-approved patches and insignia; and standard packaging and delivery services for uniforms ordered under this Agreement. Unless expressly stated otherwise in the Price Book, all such services shall be included in the applicable unit pricing and provided at no additional cost to the City.
- 2.4 No Additional Charges:** Contractor shall not charge shipping, handling, portal access, account maintenance, measurement, sizing, fitting, tailoring, patch sewing, or any other ancillary or administrative fees associated with performance under this Agreement, unless expressly authorized in this Agreement or the Price Book. Any charge not expressly authorized by this Agreement shall not be payable by the City and shall be void and unenforceable.
- 2.5 Authorized Orders Only:** Contractor shall furnish Goods and Services only upon receipt of a City issued purchase order or release referencing this Contract. Oral instructions and Contractor order acknowledgments do not constitute authorization. The City shall have no obligation to pay for any goods or services provided without a properly issued purchase order or release.

### ARTICLE 3

#### COMPENSATION AND INVOICING

- 3.1 Compensation:** The City shall compensate the Contractor in accordance with the pricing set forth in **Exhibit B (Price Book)** and the Contractor's proposal submitted in response to the Request for Proposal, which are incorporated herein by reference. Payment shall be limited to the prices and charges expressly authorized in this Agreement.
- 3.2 Not-To-Exceed Amount:** The total compensation payable under this Contract shall not

exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per year, without a written amendment executed by an authorized City signatory in accordance with Article 14 and Article 15. The City shall have no obligation to pay for any goods, services, unit price quantities, or other charges not authorized in Exhibit B or in an approved written amendment to this Contract.

- 3.3 Withholding and Offsets:** The City may withhold amounts reasonably necessary to protect the City from third-party claims, delivery failures, nonconforming Goods or Services, unauthorized charges, overbilling, safety violations, failure to maintain required insurance, warranty defaults, or other Contractor noncompliance. Payment by the City shall not constitute acceptance, waiver, or approval of any nonconforming Goods or Services and shall not relieve Contractor of any obligation under this Agreement.
- 3.4 Withholding and Offsets for Nonconformance:** The City may withhold payments for incomplete or late performance, failure to provide required credits or corrective action, failure to maintain required insurance, or to recover liquidated damages, service credits, overcharges, returns, replacements, or other amounts due to the City under this Agreement.
- 3.5 Final Invoice:** Contractor shall submit any final invoice no later than sixty (60) days after delivery and acceptance of the last authorized Order under the applicable ordering period, unless the City provides written approval for a later submission.
- 3.6 Audits:** The City reserves the right to audit the Contractor's records related to this Contract. Such audits, inspections, and access may be conducted to verify the accuracy of funds paid by the City, examine the Contractor's performance of the services, and monitor compliance with the terms of this Contract. The Contractor shall maintain all records relevant to this Contract for a minimum of three (3) years after final payment or as otherwise required by applicable law, and shall provide the City reasonable access to such records upon request.

**ARTICLE 4**  
**UNIFORM PROGRAM ADMINISTRATION,**  
**ORDERING, AND ADVISORY SUPPORT**

- 4.1 Contract Administrator:** The City designates a Contract Administrator who is the sole authority for program-level direction, approvals, and acceptance under this Agreement, except that no change to scope, pricing, or term is valid unless executed by written amendment signed by the City authorized signatory.
- 4.2 Authorized Users and Ordering Authority:** Contractor shall accept Orders only from Authorized Users designated in writing by the Contract Administrator. Contractor shall not fulfill or rely upon requests, emails, texts, verbal instructions, or store counter directions

from any person not designated as an Authorized User. Contractor assumes all risk of nonpayment for any Goods or Services provided without a valid City Order.

- 4.3 Risk for Unauthorized Orders:** Contractor acknowledges that it proceeds at its sole risk with respect to any Goods or Services furnished without a valid City purchase order or release issued under this Agreement, and the City shall have no payment obligation for the same.
- 4.4 Order Requirements:** Each Order must reference the Agreement number, City-issued purchase order or release number, item description, quantities, unit prices from the Price Book, required delivery date, and delivery location. Contractor acknowledgements do not modify the Order or this Agreement.
- 4.5 Online Ordering Platform:** Contractor shall maintain a secure, user-friendly ordering platform throughout the Term. At minimum, the platform shall support user profiles, sizing history, item catalog limited to approved items, order placement, approval workflow as configured by the City, order status tracking, returns and exchange initiation, and standard reporting.
- 4.6 Program Advisory Support:** Contractor shall provide ongoing advisory support to the City to sustain a standardized uniform program. Advisory support includes product guidance within the approved specification set, sizing and fit consultation, order planning support, portal administration support, and issue resolution and escalation management.
- 4.7 Advisory Limits and No Change Authority:** Contractor advisory support is administrative and operational only. Contractor has no authority to modify Contract terms, expand scope, substitute products, increase prices, waive requirements, or bind the City to any obligation. Any recommendation that would change pricing, specifications, lead times, or deliverables requires prior written approval by the Contract Administrator and, where required, a formal written amendment.
- 4.8 Standardization and Item Control:** Contractor shall restrict City purchasing under this Agreement to the items and specifications in the Price Book and Technical Specifications. Contractor shall not add items, replace brands, or change model numbers without prior written City approval. If an item is discontinued, the Contractor shall notify the City in writing within a reasonable time and propose compliant alternatives for the City's review and written approval.
- 4.9 No Additional Fees:** Contractor shall not assess any shipping, handling, portal, account maintenance, fitting, tailoring, rush, minimum order, credit card, or other ancillary charges

unless expressly identified as allowable in the executed Price Book or approved by written amendment. Any unapproved charge is void and shall be credited immediately upon written notice.

- 4.10 Records and Reporting:** Contractor shall maintain complete records of Orders, deliveries, returns, exchanges, fitting sessions, alterations, credits, and program issues. Upon request, Contractor shall provide reports in an electronic format reasonably acceptable to the City.
- 4.11 Dispute Escalation:** Contractor shall maintain a defined escalation path, including a dedicated account manager and an operations escalation contact. Contractor shall acknowledge escalations within one business day and provide a corrective action plan within three business days, unless an urgent operational issue requires same-day action.

**ARTICLE 5**  
**DELIVERY, INSPECTION, ACCEPTANCE, RETURNS, AND WARRANTY**  
**PERFORMANCE**

- 5.1 FOB Free on Board Destination and Risk of Loss:** All deliveries are FOB Destination, freight prepaid and allowed, to the City location stated in the Order. Title and risk of loss pass to the City only upon City Acceptance of conforming Goods.
- 5.2 Delivery Lead Times:** Contractor shall deliver Goods in accordance with the delivery timelines stated in Exhibit D and the applicable Order. Unless a shorter delivery period is stated in an Order or Exhibit D, initial bulk Orders shall be delivered within sixty (60) calendar days after receipt of an authorized Order, and routine replenishment Orders shall be delivered within sixty (60) calendar days after receipt of an authorized Order. Any delivery period exceeding sixty (60) calendar days requires prior written approval by the City. In no event shall delivery exceed ninety (90) calendar days unless expressly approved in writing by the City
- 5.3 Backorders and Delay Notice:** Contractor shall notify the Contract Administrator within two (2) business days of any anticipated delay, backorder, discontinuance, or supply disruption impacting an Order. The Contractor shall provide a mitigation plan, including proposed substitutions (which require written approval from the City), a partial shipment plan if requested by the City, and expedited shipping at Contractor expense when necessary to meet the required delivery date.

- 5.4 Packaging and Labeling:** Contractor shall package Goods to prevent damage, label shipments with the City Order number, itemized packing list, and recipient information, and include sizing and customization identifiers where applicable.
- 5.5 Inspection Window:** The City may inspect Goods upon delivery and during fittings. The City shall have ten (10) business days after delivery to accept or reject Goods based on conformity with specifications, workmanship, quantity, customization, and fit. Use or distribution does not waive the City's right to reject Nonconforming Goods or to assert latent defects.
- 5.5.1** The City's failure to discover a defect, nonconformity, or customization error during the initial inspection period shall not constitute acceptance of any latent defect or waiver of any warranty or other remedy.
- 5.6 Rejection and Replacement:** The City may reject any Nonconforming Goods. Contractor shall, at no cost to the City, promptly pick up rejected Goods and provide replacement Goods that conform to the Contract. Contractor shall bear all shipping, handling, and administrative costs associated with correction.
- 5.7 Fit Corrections and Alterations:** Contractor shall correct fit issues attributable to Contractor measurement, fitting, tailoring, workmanship, or specification deviation at no cost to the City. Contractor shall complete fit corrections within fourteen (14) calendar days of notice unless the City approves a different timeframe in writing.
- 5.8 Returns and Exchanges:** Contractor shall administer returns and exchanges through the portal or process approved by the City. Returns due to defect, wrong item, wrong customization, wrong sizing attributable to Contractor, damage in transit, or specification noncompliance shall be at Contractor expense. Returns due solely to City-directed changes after correct fulfillment may be handled as a credit or exchange only if expressly authorized by the City in writing.
- 5.9 No Limitation of Remedies:** Any term in any manufacturer, supplier, or Contractor document that limits City remedies, imposes mandatory arbitration, shifts venue, adds attorneys' fees, adds interest, or attempts to modify warranty obligations is void and of no force or effect unless expressly approved by the City in a written amendment executed by the City authorized signatory.
- 5.10 Measurement Responsibility:** Contractor is responsible for sizing accuracy when measurements are performed by Contractor personnel.

- 5.10.1. Fit Corrections Goods requiring correction due to Contractor sizing or tailoring error constitute Nonconforming Goods.
- 5.10.2. No Cost Remedy Contractor shall replace or alter such Goods at no cost to the City.
- 5.10.3. Sizing Records Contractor shall maintain sizing records within the Portal for ordering accuracy.

## **ARTICLE 6**

### **PRICING, NO FEES, PRICE ADJUSTMENTS, AND INVOICE CONTROLS**

- 6.1 **Price Book Controls:** Contractor shall furnish Goods and Services strictly at the unit prices set forth in Exhibit B, Price Book. Exhibit B is the exclusive pricing schedule for this Agreement. Any price not stated in Exhibit B is not payable unless authorized by written amendment.
- 6.2 **Included Services:** Unless expressly identified as separately priced in Exhibit B, the following are included in unit pricing and shall not be billed separately, measurement and fitting, tailoring and alterations, patch and insignia sewing or attachment, standard packaging, delivery, portal access, account management, and program advisory support.
- 6.3 **No Additional Charges:** Contractor shall not assess or pass through any shipping, freight, handling, fuel, administrative, credit card, convenience, portal, account maintenance, minimum order, rush, restocking, or similar ancillary charges. Any such charge is void and shall be credited immediately upon City notice.
- 6.4 **Tax Exempt:** The City is exempt from Federal Excise Tax and Georgia Sales and Use Tax for City purchases. Contractor shall not invoice such taxes when the City provides exemption documentation.
- 6.5 **Most Favored Public Customer:** Contractor represents that the pricing provided is no less favorable than pricing offered to comparable public sector customers for like items and quantities during the Term. Upon City request, Contractor shall validate pricing competitiveness through reasonable documentation.
- 6.6 **Price Adjustments:** No automatic escalation, index increases, or manufacturer increases apply unless expressly approved in writing by the City. Any request for price adjustment must be submitted at least sixty (60) days prior to the proposed effective date and must include documentation of the specific manufacturer increase, impacted item numbers,

current and proposed unit prices, and a mitigation plan. Approval is at the City's sole discretion and is effective only upon a written amendment executed by the City authorized signatory.

- 6.6.1** Any approved price adjustment shall apply prospectively only and shall not affect any Order issued before the effective date of the written amendment.
- 6.7 Quote and Invoice Terms Rejected:** Contractor acknowledgements, quotations, invoices, packing slips, portal click-through terms, catalogs, and manufacturer terms do not modify this Agreement. Any additional or conflicting terms are rejected and void to the extent inconsistent with this Agreement, even if referenced in an invoice or included with shipment.
- 6.8 Invoice Requirements:** Each invoice shall reference the City purchase order number and this Agreement, include an itemized list of items delivered, quantities, unit prices from Exhibit B, and delivery confirmation. Invoices lacking required detail may be rejected without starting any payment clock.
- 6.9 Payment Condition Precedent:** The City will pay only for conforming Goods delivered and accepted. Payment does not constitute acceptance of Nonconforming Goods and does not waive any rights or remedies.
- 6.10 Offsets and Credits:** The City may withhold, deduct, or offset any amounts due to the City, including credits, service credits, liquidated damages, returns, replacements, or other amounts arising under this Agreement, from any payments otherwise due to Contractor.
- 6.11 Prohibited Charges:** Invoices containing unauthorized fees, surcharges, or price deviations may be rejected in full.
- 6.12 Mandatory Credit:** Contractor shall credit unauthorized charges immediately upon notice.
- 6.13 No Security Interest or Lien Rights:** Contractor shall not assert any lien, security interest, financing charge, retention of title, or similar interest against the City, City property, employee data, City Marks, delivered Goods accepted by the City, or any public funds. Any such term appearing in Contractor paperwork, portal terms, invoices, acknowledgements, or manufacturer documents is void and unenforceable.

## **ARTICLE 7**

### **PERFORMANCE MANAGEMENT, SERVICE LEVELS, AND REMEDIES**

- 7.1 Performance Standard:** Contractor shall perform all obligations under this Agreement in a timely, professional, and commercially reasonable manner consistent with industry best practices for public safety uniform supply programs.
- 7.2 Service Levels:** Contractor shall meet the service levels established in this Agreement, the SLA Exhibit, and each Order, including delivery timelines, order accuracy, fill rates, correction turnaround times, portal availability, and responsiveness to City communications.
- 7.3 Order Accuracy Requirement:** Contractor shall maintain a high level of order accuracy. Nonconforming deliveries include incorrect items, incorrect sizes attributable to Contractor error, incorrect customization, missing components, damaged Goods, and late deliveries.
- 7.4 Delivery Performance:** Contractor shall meet required delivery dates. Failure to deliver by the required date without an approved excusable delay constitutes a performance failure.
- 7.5 Cure and Corrective Action:** Upon written notice of a performance deficiency, Contractor shall promptly investigate the issue and provide a corrective action plan acceptable to the City. Contractor shall cure performance failures within a commercially reasonable timeframe approved by the City.
- 7.6 Service Credits:** The City may assess service credits for repeated performance failures, including chronic late deliveries, repeated order inaccuracies, failure to meet correction timelines, or portal system failures. Service credits may be applied as a percentage reduction of the affected Order value as defined in the SLA Exhibit.
- 7.7 Liquidated Damages for Delivery Failure:** If Contractor fails to deliver conforming Goods by the required delivery date stated in an Order, and such failure is not excused by a City approved delay, the City may assess liquidated damages of two hundred fifty dollars (\$250) per calendar day per affected Order.
- 7.8 Liquidated Damages Cap:** Liquidated damages shall not exceed ten percent (10%) of the affected Order value. The Parties agree that liquidated damages represent a reasonable estimate of actual damages and are not a penalty.
- 7.9 Service Level Measurement:** Service levels, service credits, and liquidated damages shall be measured in accordance with Exhibit D. Exhibit D shall identify the applicable performance metric, measurement period, trigger date, cure period if any, exclusion if any, and credit or liquidated damages calculation. City approved delays, City caused delays, and substitutions or backorders expressly approved in writing by the City shall not trigger liquidated damages unless Contractor fails to meet the revised written delivery date.

- 7.10 Offsets:** The City may deduct service credits, liquidated damages, replacement costs, return costs, and other amounts due from payments otherwise owed to Contractor.
- 7.11 Chronic Performance Failure:** Repeated failure to meet service levels, delivery timelines, or correction requirements may constitute a material breach and grounds for Contract termination for cause. Failure to meet fill rate or lead time requirements for 3 consecutive months constitutes performance failure.
- 7.12 No Waiver:** The City’s decision not to enforce a performance remedy for any specific failure shall not waive the City’s right to enforce remedies for subsequent failures.
- 7.13 Fill Rate Requirement:** Contractor shall maintain a minimum fill rate of ninety-five (95%) percent for standard catalog items.
- 7.14 Lead Time Guarantee:** Contractor guarantees delivery lead times stated in the SLA Exhibit or applicable Order.
- 7.15 Supply Chain Transparency:** Contractor shall disclose supply constraints, production delays, and mitigation actions upon City request.
- 7.16 Emergency Orders:** Contractor shall prioritize emergency Orders necessary for operational readiness.
- 7.17 Expedited Processing:** Contractor shall use commercially reasonable efforts to expedite production and delivery.
- 7.18 No Excessive Premiums:** Expedited processing fees require City prior written approval.

**ARTICLE 8**  
**SPECIFICATIONS, COMPLIANCE, APPROVED EQUALS, AND**  
**STANDARDIZATION**

- 8.1 Specifications Control:** Contractor shall furnish Goods that strictly conform to the specifications, brand, model, and performance requirements stated in this Agreement, Exhibit C Technical Specifications and Standards, and Exhibit B Price Book. Goods shall be new, unused, defect free, and suitable for public safety use.
- 8.2 Standardization and Item Control:** Contractor shall restrict City purchasing under this Agreement to approved items only. Contractor shall not change manufacturer, fabric, cut, color, style number, reflective striping, trims, closures, or other material attributes without prior written approval by the City. Any unapproved change constitutes Nonconforming

Goods.

- 8.3 Standards Compliance:** Where applicable, Goods shall comply with the standards referenced in the solicitation and specifications, including applicable ANSI, ASTM, NIJ, safety, durability, and performance standards stated in Exhibit C. Upon request, Contractor shall furnish compliance documentation, including manufacturer certifications, test reports, and technical data sheets sufficient to validate compliance.
- 8.4 Discontinued or Backordered Items:** Contractor shall notify the City within two (2) business days of learning that any approved item is discontinued, materially changed, or subject to extended backorder. Contractor shall propose replacement options that meet or exceed the original requirements and provide technical equivalency documentation for City review. No replacement is authorized without City prior written approval.
- 8.5 Substitutions and Approved Equals:** No substitutions are permitted. “Approved Equal” items may be considered only if the City provides prior written approval after Contractor submits a complete equivalency package, including product specifications, compliance documentation, warranty terms, sizing availability, and pricing impact. City approval of an Approved Equal is discretionary and may be rejected without cause.
- 8.6 Samples and Validation:** The City may require samples for evaluation and fit validation prior to approving any Approved Equal or prior to authorizing bulk ordering of new items. Samples shall be provided at no cost to the City unless the City approves otherwise in writing.
- 8.7 Customization Controls:** All patches, insignia, badges, nameplates, embroidery, and other customization shall match City approved artwork, placement, thread color, and format requirements. Contractor shall not alter artwork, placement, or method of attachment without City prior written approval. Any customization error constitutes Nonconforming Goods.
- 8.8 Quality Assurance:** Contractor shall maintain a quality control process to verify conformity prior to shipment. Quality control shall include sizing verification, customization verification, and inspection for workmanship defects.
- 8.9 Conflict Resolution:** In the event of conflict between Exhibit B pricing descriptions and Exhibit C technical requirements, the technical requirements in Exhibit C control for product conformity, and Exhibit B controls for pricing, unless the Agreement expressly states otherwise.
- 8.10 Item Continuity:** Contractor shall maintain availability of approved items throughout the

Term, subject only to documented manufacturer discontinuance or supply disruption.

- 8.11 **Discontinued Items:** If a manufacturer discontinues an approved item, Contractor shall notify the City within two (2) business days and shall propose a functionally equivalent replacement for City's written review and approval.
- 8.12 **Price Integrity Protection:** Any replacement item shall be offered at the same or lower unit price unless the City expressly approves a price adjustment by written amendment.
- 8.13 **Customization Accuracy:** Incorrect patches, insignia, embroidery, personalization, rank markings, or placement attributable to Contractor error constitute Nonconforming Goods.
- 8.14 **Artwork Controls:** Contractor shall use only City approved artwork, insignia, and placement standards.
- 8.15 **Correction Obligation:** Contractor shall correct customization errors at no cost to the City.

## **ARTICLE 9**

### **WARRANTY, DEFECT REMEDIES, AND PRODUCT LIABILITY CONTROLS**

- 9.1 **The Warranty Standard:** Contractor warrants that all Goods and Contractor workmanship, including measurement, fitting, tailoring, alterations, patch and insignia attachment, embroidery, and customization, shall be new, unused, and free from defects in materials and workmanship, and shall conform to the specifications and performance requirements of this Agreement.
- 9.2 **Warranty Period:** The warranty period shall be twelve (12) months from City Acceptance of the applicable Goods, in addition to any manufacturer warranty. Any manufacturer warranty start date earlier than City Acceptance must be disclosed in writing and is effective only if expressly approved by the City in writing.
- 9.3 **Warranty Response Times:** Contractor shall acknowledge a warranty or defect notice within two (2) business days and shall commence corrective action promptly. For operationally critical defects impacting readiness, Contractor shall implement immediate interim mitigation and shall provide expedited permanent correction.
- 9.4 **Warranty:** Contractor warrants that all Goods and Contractor workmanship, including alterations, patch and insignia attachment, embroidery, and customization, are free from defects in materials and workmanship for twelve (12) months from Acceptance, in addition to any manufacturer warranty.

- 9.5 Warranty Response and Cure:** Contractor shall acknowledge warranty claims within two (2) business days and shall commence corrective action promptly. For operationally critical defects impacting readiness, Contractor shall implement immediate interim mitigation and shall provide permanent correction on an expedited basis. All warranty repairs, replacements, and corrective actions shall be performed at no additional cost to the City unless otherwise approved in writing by the City.
- 9.6 City Remedies:** For any defective or Nonconforming Goods, or any workmanship defect, the City may require, at its option, replacement with conforming Goods, repair or rework, or a credit or refund for the affected items. All logistics, shipping, pickup, re delivery, and administrative costs associated with the remedy shall be borne by Contractor.
- 9.7 Replacement and Correction Timeline:** Contractor shall complete replacement, repair, or correction within fourteen (14) calendar days after notice unless the City approves a different timeframe in writing due to manufacturer lead times, provided Contractor supplies interim mitigation acceptable to the City.
- 9.8 No Limitation of Remedies:** No manufacturer, supplier, or Contractor term, including any limitation of liability, disclaimer of warranties, mandatory arbitration provision, venue shift, attorneys' fees term, interest term, or shortened claim period, shall apply to the City unless expressly accepted by the City in a written amendment executed by the City authorized signatory. Any inconsistent term included with shipment, in a portal, in a quote, or on an invoice is void and of no force or effect.
- 9.9 Product Liability and Recall Support:** Contractor shall promptly notify the City of any known or suspected safety issue, manufacturer notice, quality hold, recall, or corrective action related to any Goods provided under this Agreement. Contractor shall coordinate recall actions, replacement, or remediation at no cost to the City, including expedited replacement shipments where required to maintain operational readiness.
- 9.10 Warranty Does Not Limit Other Rights:** The remedies in this Article are in addition to, and not in lieu of, any other rights or remedies available to the City under this Agreement or applicable law. Payment, use, or distribution of Goods does not constitute waiver of defect claims or acceptance of Nonconforming Goods.

## **ARTICLE 10**

### **INVOICING, PAYMENT, AUDIT RIGHTS, AND RECORDS RETENTION**

- 10.1 Invoice Format and Submission:** Contractor shall submit invoices in PDF format only,

in accordance with City invoicing instructions, and shall not submit invoices that include any term or condition intended to modify this Agreement. Invoices may be transmitted to the City accounts payable contact designated by the City.

- 10.2 Mandatory Invoice Data:** Each invoice shall, at minimum, include, Contractor name and remit to address, City purchase order or release number, this Agreement number and solicitation reference, invoice date and unique invoice number, delivery location, delivery confirmation date, itemized line detail for each item delivered, quantities, unit prices matching Exhibit B, extended totals, and any approved credits.
- 10.3** The City, its auditors, inspectors, Procurement Department, Police Department representatives, or authorized designees may audit, inspect, copy, and review all Contractor records relating to this Agreement, including pricing, invoices, purchase orders, employee allowance records, order histories, delivery records, substitutions, returns, credits, warranty claims, subcontractor records, and personal purchase separation controls.
- 10.4 Invoicing Timing:** Contractor may invoice only after delivery of Goods and completion of any included Services associated with the invoiced items. Contractor shall not invoice for backordered, undelivered, or rejected Goods
- 10.5 Condition Precedent to Payment:** City payment is conditioned upon City inspection and Acceptance of conforming Goods. Payment does not constitute acceptance of Nonconforming Goods and does not waive any City rights or remedies.
- 10.6 No Implied Acceptance:** City review or payment of an invoice shall not validate unauthorized charges, waive any right to dispute such charges, or impair the City's right to recover, offset, or reject amounts not permitted by this Agreement.
- 10.7 Disputed Charges:** The City may dispute any invoice line item. The City may pay the undisputed portion and withhold the disputed portion without penalty. Contractor shall cooperate to resolve disputes promptly and shall issue corrected invoices or credit memos as required.
- 10.8 Records Retention:** Contractor shall maintain complete records related to this Agreement, including Orders, invoices, packing slips, delivery confirmations, returns, exchanges, credits, fitting logs, and warranty actions, for not less than six (6) years after expiration or termination of the Agreement, or longer if required to resolve any pending dispute, audit, or legal matter.
- 10.9 No Paperwork Overrides:** Any term on an invoice, packing slip, portal screen, quote, acknowledgement, or similar document that conflicts with this Agreement is void and of

no force or effect.

**ARTICLE 11**  
**INSURANCE, EVIDENCE OF COVERAGE, AND RISK TRANSFER**

- 11.1 Insurance Requirement:** Contractor shall procure and maintain, at its sole cost, the insurance coverages required by this Agreement and Appendix A, with insurers authorized to do business in Georgia and rated A minus or better. Coverage shall be maintained for the full Term and any required completed operations period.
- 11.2 Required Coverages and Minimum Limits:** Contractor shall maintain, at minimum, Workers Compensation statutory and Employers Liability not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit, Commercial General Liability written on an occurrence form including products and completed operations with limits not less than two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate and two million dollars (\$2,000,000) products completed operations aggregate, Automobile Liability covering owned, non owned, and hired autos with limits not less than one million dollars (\$1,000,000) combined single limit, and Umbrella or Excess Liability following form with limits not less than two million dollars (\$2,000,000) each occurrence and aggregate.
- 11.3 Additional Insured, Primary and Noncontributory:** Contractor shall name the City, its elected and appointed officials, officers, employees, agents, boards, and volunteers as additional insureds on Commercial General Liability and Umbrella for ongoing and completed operations. Such coverage shall be primary and noncontributory to any insurance maintained by the City.
- 11.4 Waiver of Subrogation:** Contractor waives all rights of subrogation against the City to the fullest extent permitted by law and shall obtain endorsements evidencing waiver of subrogation on Workers Compensation, Commercial General Liability, and Automobile Liability where available.
- 11.5 Evidence of Coverage and Approval Condition:** Contractor shall deliver to the City certificates of insurance and all required endorsements prior to the City issuing any purchase order, release, or authorization to proceed. Certificates without required endorsements are noncompliant. City review or acceptance of certificates does not waive Contractor obligations.
- 11.6 Notice of Cancellation or Material Change:** Contractor shall provide that the City

receives not less than thirty (30) days prior written notice of cancellation, non-renewal, or material reduction in coverage, except ten (10) days for non-payment of premium, to the extent permitted by law and insurer practice.

- 11.7 Deductibles and Self-Insured Retentions:** Contractor shall disclose all deductibles and self-insured retentions. Contractor remains fully responsible for claims and costs within any deductible or retention.
- 11.8 Failure to Maintain Coverage:** Failure to procure, maintain, or provide evidence of required insurance is a material breach. The City may withhold payment, suspend performance, or terminate for default until compliance is achieved. Any costs incurred by the City due to a lapse in coverage may be recovered from Contractor.
- 11.9 No Limitation of Liability by Insurance:** Insurance requirements do not limit Contractor liability, warranty obligations, or indemnification obligations under this Agreement.

## **ARTICLE 12**

### **INDEMNIFICATION, DEFENSE, AND PRODUCT LIABILITY PROTECTION**

- 12.1 Indemnification Obligation:** To the extent caused by the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its officers, employees, agents, subcontractors, suppliers, or anyone directly or indirectly employed by them, Contractor shall indemnify, defend, and hold harmless the City of South Fulton, Georgia, and its elected and appointed officials, officers, employees, agents, boards, authorities, and volunteers from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs of investigation, arising out of or relating to, one, personal injury, bodily injury, sickness, disease, or death, two, damage to or loss of tangible property, three, product liability, defective Goods, or failure of Goods to conform to specifications, four, Contractor performance or nonperformance under this Agreement, and five, the acts or omissions of Contractor Personnel.
- 12.2 Defense and Tender Process:** Upon written tender by the City, Contractor shall acknowledge tender in writing within five (5) business days and shall assume the defense promptly with counsel reasonably acceptable to the City. Contractor shall keep the City reasonably informed, provide status reports upon request, and cooperate in good faith provided, however, that Contractor shall not settle any claim in a manner that imposes liability or obligations upon the City without the City's prior written consent.
- 12.3 City Participation:** The City may participate in the defense with its own counsel at its

option. Contractor remains responsible for the defense and indemnity costs to the extent indemnification applies.

- 12.4** Contractor's duty to defend shall arise immediately upon written tender of a claim by the City. Contractor's obligations under this Article shall not be limited by insurance coverage, policy limits, approval of insurance, or payment by the City.
- 12.5 Settlement Restrictions:** Contractor shall not settle any claim in a manner that imposes any obligation, admission, injunctive relief, confidentiality restriction, or non-monetary requirement on any City indemnitee without the City's prior written consent.
- 12.6 Intellectual Property and Customization Protection:** Contractor shall defend and indemnify the City against any claim that patches, badges, insignia, nameplates, embroidery, artwork reproduction, or customization services provided under this Agreement infringe any patent, copyright, trademark, or other proprietary right, except to the extent the alleged infringement is caused solely by City provided artwork that Contractor reproduced without modification. If infringement is alleged, Contractor shall, at its expense and at City option, procure the right to continue use, replace with non infringing equivalent, or refund the affected costs and remove the infringing items.
- 12.7 Workers Compensation Claims:** This indemnity includes any claim arising under workers compensation laws to the extent caused by Contractor acts or omissions, and Contractor waives any right of recovery against the City for such claims.
- 12.8 No Limitation:** Contractor's indemnification and defense obligations under this Article are independent of, and shall not be limited by, insurance requirements, insurance proceeds, or any limitation of liability contained in any Contractor or manufacturer documentation.

### **ARTICLE 13**

#### **DEFAULT, CURE, AND TERMINATION**

- 13.1 Events of Default:** Each of the following constitutes a material breach and event of default:
- (a) Repeated late deliveries or failure to meet required delivery dates.
  - (b) Repeated delivery of Nonconforming Goods, including wrong items, wrong sizes attributable to Contractor error, defective workmanship, or incorrect customization.
  - (c) Failure to timely correct defects, returns, or fit issues as required by this Agreement.
  - (d) Failure to maintain the online ordering platform or required reporting capabilities, where applicable.
  - (e) Invoicing overcharges, unauthorized fees, or repeated billing noncompliance.

- (f) Failure to maintain required insurance or provide required endorsements.
- (g) Violation of applicable law, including E-Verify or nondiscrimination obligations, where applicable.
- (h) Insolvency, bankruptcy, or assignment for the benefit of creditors.

- 13.2 Notice of Default and Cure:** Upon written notice of default, Contractor shall cure the default within ten (10) calendar days after receipt of notice. If the default cannot reasonably be cured within ten (10) days, Contractor shall, within the cure period, submit a written cure plan acceptable to the City and diligently prosecute cure to completion within the timeframe approved by the City. City approval of a cure plan is discretionary.
- 13.3 Termination for Cause:** The City may terminate this Agreement for cause by written notice if Contractor fails to cure within the cure period or fails to comply with an approved cure plan. Upon termination for cause, the City may procure substitute goods and services and recover from Contractor any excess costs and damages to the extent permitted by law, in addition to other remedies.
- 13.4 Immediate Termination:** The City may terminate immediately upon written notice if Contractor, one, engages in fraud, dishonesty, or a conflict of interest related to this Agreement, two, delivers counterfeit goods or materially misrepresents compliance, three, repeatedly performs unauthorized substitutions after written notice to stop, or four, fails to maintain required insurance after notice.
- 13.5 Termination for Convenience:** The City may terminate this Agreement in whole or in part for convenience upon thirty (30) days written notice. As the City's sole liability and Contractor's sole remedy, the City shall pay for conforming Goods delivered and accepted prior to the effective date of termination. Contractor waives claims for lost profits on undelivered items and waives consequential damages.
- 13.6 Transition Assistance:** Upon notice of termination or expiration, Contractor shall cooperate with an orderly transition and with reasonable City requests necessary to maintain continuity of uniform supply operations, including provision of order status, open credits, sizing records maintained in the Portal, and other relevant program records, subject to applicable confidentiality and data protection requirements.
- 13.7 Effect of Termination:** Termination or expiration shall not affect rights and obligations accrued before the effective date of termination or expiration.
- 13.8 Survival:** Provisions concerning pricing integrity, audit rights, confidentiality, data protection, indemnification, warranty obligations, insurance, dispute resolution, records

retention, and payment obligations for accepted Goods shall survive termination or expiration to the extent applicable.

## **ARTICLE 14**

### **DISPUTES**

- 14.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles.
- 14.2 Venue and Jurisdiction:** The Parties submit and consent to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia, or, where federal jurisdiction applies, the United States District Court for the Northern District of Georgia, for any action arising out of or relating to this Agreement.
- 14.3 Dispute Escalation:** The Parties shall use commercially reasonable efforts to resolve disputes through executive level escalation prior to filing litigation, provided that either Party may seek immediate equitable relief to prevent irreparable harm or to preserve rights.
- 14.4 Sovereign Immunity:** Nothing in this Agreement is intended to, or shall be construed to waive, restrict, or diminish the City's sovereign immunity, governmental immunity, or official immunity under the Constitution and laws of the State of Georgia. No waiver of immunity shall be implied by any provision of this Agreement, by the purchase of insurance, by the payment of funds, or by the conduct of the City.
- 14.5 Notices:** Any notice required or permitted under this Agreement shall be in writing and delivered by certified mail return receipt requested, nationally recognized overnight courier, or personal delivery to the addresses stated in the signature block. Email may be used for courtesy copies only and shall not constitute formal notice unless the receiving Party confirms receipt in writing.
- 14.6 Entire Agreement:** Amendments, and No Oral Modifications, This Agreement and the Contract Documents constitute the entire agreement between the Parties and supersede prior discussions. No amendment, modification, waiver, or change is valid unless in a written instrument executed by the City authorized signatory and Contractor authorized signatory. Oral statements, portal terms, invoices, and acknowledgements shall not modify this Agreement.

- 14.7 Severability:** If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

**ARTICLE 15**  
**CONTRACT DOCUMENTS, ORDER OF PRECEDENCE, AND SOLICITATION**  
**INTEGRITY**

- 15.1** The Contract Documents consist only of the documents expressly listed in this Article, each as specifically identified by the correct solicitation number and title. Clerical references to unrelated solicitations shall have no force or effect and shall be corrected before execution.
- 15.2 Exclusion of Unapproved Terms:** Contractor quotations, acknowledgements, invoices, packing slips, catalog terms, portal click through terms, browse wrap terms, shrink wrap terms, financing terms, warranty limitation terms, lien or security interest terms, attorneys' fees terms, interest terms, arbitration terms, venue or governing law terms, and any manufacturer or supplier terms are expressly rejected and shall have no force or effect to the extent inconsistent with the Contract Documents, unless expressly accepted by the City in a written amendment executed by the City authorized signatory.
- 15.3** Order of Precedence. In the event of any conflict, inconsistency, or ambiguity among the Contract Documents, the following order of precedence shall control:
- 1 This executed Agreement, including all Exhibits and Appendices;
  - 2 Written amendments executed by the City and Contractor;
  - 3 City of South Fulton RFP 26-28 Police Uniforms, Footwear, Alterations, and Related Accessories, including all issued addenda;
  - 4 Contractor's awarded proposal submitted in response to RFP 26-28, but only to the extent accepted by the City and not inconsistent with this Agreement;
  - 5 City purchase orders and releases.

Any contrary term contained in a non-Contract Document shall be void and unenforceable.

- 15.4 Solicitation Integrity and Correction of Clerical References:** Any reference in this Agreement or any Contract Document to a solicitation number other than RFP 26-28 Police Uniforms, Footwear, Alterations, and Related Accessories is a clerical error and shall be deemed deleted and replaced with RFP 26-28. No erroneous reference shall expand Contractor's scope, alter pricing, modify obligations, or incorporate any unrelated solicitation, proposal, exhibit, or award document.

**ARTICLE 16**  
**COMPLIANCE, E VERIFY, NONDISCRIMINATION, OPEN RECORDS, AND**  
**PUBLICITY**

- 16.1 Nondiscrimination:** During performance of this Agreement, Contractor shall not discriminate against any person on the basis of race, color, national origin, sex, age, religion, disability, or any other status protected by applicable law, and shall comply with all applicable civil rights and nondiscrimination requirements. Contractor shall flow down these obligations to subcontractors and suppliers at every tier.
- 16.2 Open Records Cooperation:** Contractor acknowledges the City is subject to the Georgia Open Records Act. Contractor shall cooperate with City responses to lawful records requests and shall provide responsive Contract related records in Contractor’s possession, custody, or control within the timeframe directed by the City, not to exceed three (3) business days after City request, in searchable electronic format where available.”
- 16.3 Definition of Confidential Information:** Confidential Information means nonpublic information disclosed by either Party that is marked confidential or reasonably understood to be confidential given the nature of the information and circumstances of disclosure, including trade secrets, proprietary business information, pricing structures not publicly available, technical processes, and protected personal information.
- 16.4 Exclusions:** Confidential Information does not include information that is publicly available, independently developed without use of protected information, lawfully obtained from a third party without restriction, or required to be disclosed under applicable law.
- 16.5 Contractor Confidentiality Obligations:** Contractor shall protect City Confidential Information using commercially reasonable safeguards, shall restrict access to personnel with a legitimate business need, and shall not disclose or use such information except as necessary to perform this Agreement.
- 16.6 City Disclosure Limitations:** The Parties acknowledge the City is subject to the Georgia Open Records Act. Contractor understands the City cannot guarantee confidentiality beyond what is permitted by law.
- 16.7 Open Records Coordination:** If the City receives a records request for Contractor marked proprietary information, the City may provide Contractor notice consistent with City policy. Contractor bears responsibility for asserting any applicable exemption and

providing legal justification.

- 16.8 Improper Designation Prohibited:** Contractor shall not designate entire documents, catalogs, price books, or proposals as confidential. Only specific proprietary sections may be marked. Over designation shall not bind the City.
- 16.9 Data Protection and Use Restrictions:** Contractor shall not sell, distribute, mine, analyze, or use City or employee ordering data for marketing, profiling, or any nonperformance purpose.
- 16.10 Security Safeguards:** Contractor shall implement reasonable administrative, technical, and physical safeguards to protect City data, including protection against unauthorized access, disclosure, or misuse.
- 16.11 Security Incident Notification:** Contractor shall notify the City within forty-eight (48) hours of discovering any suspected unauthorized access, disclosure, or compromise of City data.
- 16.12 Confidentiality and Marking:** If Contractor contends any portion of its submission or deliverables is exempt from disclosure, Contractor shall clearly mark the specific pages and sections, provide a written justification citing the claimed exemption, and provide a redacted copy suitable for release. Failure to properly mark and justify is a business risk borne by Contractor.
- 16.13 Publicity and Use of City Name:** Contractor shall not make public announcements, issue press releases, use the City name or logos, or communicate with the media regarding this Agreement without the City's prior written consent, except as required by law.

## **ARTICLE 17**

### **ONLINE ORDERING SYSTEM, USER ACCESS, AND DATA CONTROLS**

- 17.1 Online Ordering Requirement:** Contractor shall provide and maintain a secure, user friendly online ordering system, Portal, for the City's use throughout the Term. The Portal is a material requirement of this Agreement and must support ordering, approvals, tracking, returns, exchanges, and reporting.
- 17.2 Authorized Access and Roles:** Portal access shall be limited to City Authorized Users designated by the Contract Administrator. Contractor shall configure role based access, including, at minimum, Administrator, Approver, and Requester roles, with permissions determined by the City.

- 17.3 Catalog Control:** Contractor shall restrict the Portal catalog to items authorized under this Agreement, including only approved brands, models, colors, and customization options. Contractor shall not add, remove, or substitute catalog items without prior written City approval.
- 17.4 User Profiles and Sizing History:** Contractor shall maintain employee profiles that capture sizing measurements, fit notes, and approved item selections to support ordering accuracy. Contractor shall update profiles based on fittings and City approved changes.
- 17.5 Order Workflow and Confirmation:** Each Portal order shall generate an electronic confirmation that includes the City Order or release number, itemized line detail, quantities, unit prices consistent with Exhibit B, required delivery date, and delivery location. Contractor shall not process Portal orders that do not reference a valid City Order or release unless the City expressly authorizes an alternative workflow in writing.
- 17.6 Tracking and Notifications:** Contractor shall provide real time order status tracking and automated notifications for order receipt, production status, shipment, delivery, backorder, and exception events. Contractor shall notify the City within two (2) business days of any delay impacting required delivery dates.
- 17.7 Returns and Exchanges Processing:** The Portal shall support initiation and tracking of returns, exchanges, corrections, and warranty claims, including reason codes, shipping instructions, and status updates until closure.
- 17.8 Reporting and Audit Support:** Contractor shall provide standard reports, and exports upon request, including order history, spend by category, item level purchases, delivery performance, backorder activity, returns and exchanges, credits issued, and user activity logs. Reports shall be provided in a format reasonably acceptable to the City.
- 17.9 System Availability and Support:** Contractor shall maintain Portal availability not less than ninety nine percent (99%) uptime excluding scheduled maintenance. Contractor shall provide a support contact and respond to Portal incidents within one (1) business day, and critical ordering outages within four (4) hours.
- 17.10 No Portal Terms Override:** Any click through, browse wrap, or portal displayed terms are void and have no force or effect to the extent inconsistent with this Agreement. Portal use does not constitute acceptance of any non City negotiated terms.
- 17.11 Data Security, Ownership, Export, and Return:** Contractor shall implement commercially reasonable administrative, technical, and physical safeguards to protect City and employee data stored in or transmitted through the Portal. City retains

ownership of City data and employee ordering data generated or maintained under this Agreement. Contractor shall not sell, disclose, mine, analyze, or use such data for marketing or any nonperformance purpose. Upon City request, and upon expiration or termination, Contractor shall provide a complete export of City data in a commonly used electronic format and shall, within thirty, 30, days, certify deletion of City data from Contractor systems except to the extent retention is required by law.

- 17.12 Security Incident Cooperation:** In the event of any actual or suspected unauthorized access, disclosure, compromise, loss, or misuse of City data or employee ordering data, Contractor shall promptly investigate, mitigate, and remediate the incident at its sole cost. Contractor shall provide the City with status updates, root cause information, corrective actions, and documentation reasonably requested by the City. Contractor shall not issue any public notice or regulatory communication identifying the City without prior written coordination with the City, unless prohibited by law.

## **ARTICLE 18**

### **FEDERAL WORK AUTHORIZATION**

- 18.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10- 1-.02:** The City cannot enter a Contract for the physical performance of services unless the Contractor and its Sub-Contractor register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 18.2 Execution Condition:** Contractor shall provide all required Federal Work Authorization affidavits before execution of this Agreement and shall obtain required affidavits from all subcontractors performing services under this Agreement before such subcontractors begin work. Failure to provide required affidavits is a material breach and grounds for withholding issuance of Orders, suspension, or termination.
- 18.3 Flowdowns for Federally Funded Purchases:** If any purchase under this Agreement is funded in whole or in part with federal funds, Contractor shall comply with applicable federal requirements and flowdowns communicated by the City in the applicable Order or award documentation, and Contractor shall ensure subcontractors and suppliers comply as required.

## **ARTICLE 19**

### **INTELLECTUAL PROPERTY, CITY INSIGNIA, AND BRAND USE RESTRICTIONS**

- 19.1 City Ownership:** All City names, seals, logos: insignia, patch designs, badge designs, rank marks, artwork, slogans, and other City or Police Department identifiers, City Marks, are and remain the exclusive property of the City or the applicable rights holder designated by the City.
- 19.2 Limited License for Performance Only:** The City grants Contractor a limited, nonexclusive, nontransferable, revocable license to use the City Marks solely to perform obligations under this Agreement, including production and attachment of patches, embroidery, and customization, and for no other purpose.
- 19.3 Prohibited Uses:** Contractor shall not, and shall ensure its subcontractors and suppliers do not, use City Marks for advertising, marketing, portfolio displays, social media posts, press releases, website content, or any public communication, without the City's prior written consent.
- 19.4 No Derivative Works:** Contractor shall not modify: adapt, redraw, digitize beyond production needs, create derivative works from, or combine City Marks with other branding elements without the City's prior written approval.
- 19.5 Return and Destruction:** Upon City request or upon expiration or termination of this Agreement, Contractor shall promptly return or destroy City provided artwork files, dies, templates, embroidery files, and related materials, and shall certify destruction in writing, except to the extent retention is required by law.
- 19.6 Contractor Created Work Product:** Any artwork, digitization, layouts, or embroidery files created by Contractor specifically for the City under this Agreement shall be deemed work made for hire to the fullest extent permitted by law. To the extent not treated as work made for hire, Contractor hereby assigns to the City all right, title, and interest in such work product, excluding Contractor preexisting tools and general know how.
- 19.7 Infringement Protection:** Contractor shall defend and indemnify the City against any claim that Contractor provided customization, patches, insignia reproduction, or embroidery processes infringe a third party right, except to the extent the claim is caused solely by City provided artwork that Contractor reproduced without modification.
- 19.8 Injunctive Relief:** Contractor acknowledges unauthorized use of City Marks may cause irreparable harm. The City may seek injunctive relief in addition to any other remedies.

**ARTICLE 20**  
**MISCELLANEOUS**

- 20.1 Assignment:** Contractor shall not assign, delegate, subcontract, or transfer any material obligation or right under this Agreement without the City's prior written consent. Any attempted assignment without consent is void.
- 20.2 Independent Contractor:** Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the City. Contractor has no authority to bind the City except as expressly stated in this Agreement.
- 20.3 Subcontractor Responsibility:** Contractor remains fully responsible for the acts, omissions, performance, and compliance of subcontractors, suppliers, and any person or entity acting on Contractor's behalf.
- 20.4 Force Majeure:** Neither Party shall be deemed in default for failure to perform caused by events beyond reasonable control, including acts of God, war, terrorism, epidemics, labor disputes not caused by the affected Party, governmental orders, or supply chain disruptions not reasonably foreseeable. The affected Party shall promptly notify the other Party and use commercially reasonable efforts to mitigate the impact. Force majeure does not excuse payment obligations for Goods already delivered and accepted.
- 20.5 Waiver:** Failure of the City to enforce any provision shall not constitute waiver of future enforcement. Any waiver must be in writing and executed by the City authorized signatory.
- 20.6 No Third Party Beneficiaries:** This Agreement confers rights and obligations solely upon the Parties. No third party beneficiary rights are created.
- 20.7 Counterparts and Electronic Execution:** This Agreement may be executed in counterparts and via electronic signature, each counterpart deemed an original.
- 20.8 Non-Appropriation:** The City's obligations under this Agreement are contingent upon the annual appropriation and availability of funds. If funds are not appropriated or otherwise made available, the City may terminate this Agreement without penalty, liability, or further obligation, except for payment for authorized Goods and Services properly delivered, performed, and accepted before termination.
- 20.9 No Waiver of Immunity:** Nothing in this Agreement, any Order, any Proposal, or any course of dealing shall be construed as a waiver of the City's sovereign immunity, governmental immunity, official immunity, or any other immunity, defense, limitation of liability, or protection available under the Constitution and laws of the State of Georgia.
- 20.10 Contract Interpretation:** Headings are for convenience only and do not affect

interpretation. No presumption shall apply that ambiguities are construed against the drafter.

**20.11 Survival:** Any provision that by its nature should survive expiration, completion, cancellation, or termination shall survive, including indemnification, confidentiality, data security, open records cooperation, audit rights, records retention, warranty obligations, restricted item controls, payment obligations, and remedies.

**SIGNATURE PAGE FOLLOWS**

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

**CITY OF SOUTH FULTON, GEORGIA**

BY: \_\_\_\_\_  
Carmalitha Gumbs, City Mayor  
City of South Fulton, Georgia

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

Attest:

\_\_\_\_\_  
Corey Adams, City Clerk  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Sara D. E. Kelly, City Attorney  
Date: \_\_\_\_\_

**VENDOR**

BY \_\_\_\_\_  
Signature

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

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

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

**Exhibit A**  
**Scope of Work**

**SCOPE OF WORK**  
**RFP 26-28 POLICE UNIFORMS, FOOTWEAR, ALTERATIONS, AND RELATED ACCESSORIES**

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

**Sizing:** The Contractor shall measure each member of the Police 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 Police Department. This service must be included in the quote.

**Emblems/Patches:** Samples of Emblems/Patches will be provided by the South Fulton Police 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 Police 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 Freight on Board (F.O.B.) Destination, Freight Prepaid, and allowed to the South Fulton Police 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.

**Exhibit B**

**PRICING SCHEDULE**

**Exhibit C**  
**Technical Specifications and Standards**

**Exhibit D**  
**Service Levels and Performance Metrics**

## **Appendix A**

### **Insurance and Order Specific Security Requirements**

## **A1 Order Specific Security**

- 1. Order Specific Security:** No bond or other security is required under this Agreement unless the City, in its sole discretion, requires security for a specific Order by written notice or written amendment. Any such requirement shall apply only to the affected Order and shall not modify the balance of this Agreement.
- 2.** Bonds shall be delivered and approved prior to issuance of any Order.

## **A2 Required Insurance**

Contractor shall procure and maintain, at its sole cost, the following coverages with insurers licensed in Georgia and rated A minus or better,

- 1.** Workers Compensation, statutory, and Employers Liability with limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars disease policy limit.
- 2.** Commercial General Liability (CGL), written on an occurrence form, including premises and operations, independent contractors, contractual liability, products and completed operations, personal and advertising injury, and broad form property damage, with limits not less than two million dollars (\$2,000,000) each occurrence, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) products completed operations aggregate.
- 3.** Automobile Liability covering owned, non-owned, and hired autos with limits not less than one million dollars (\$1,000,000) combined single limit each accident.
- 4.** Umbrella or Excess Liability following form over CGL, Auto, and Employers Liability with limits not less than two million dollars (\$2,000,000) each occurrence and aggregate.

## **A3 Additional Insured, Primary Noncontributory, Waiver of Subrogation**

- 1. City additional insured:** The City, its elected and appointed officials, officers, employees, agents, boards, and volunteers shall be additional insureds on the CGL

and Umbrella for ongoing and completed operations using ISO additional insured endorsements or equivalent acceptable to the City.

2. **Primary and noncontributory:** CGL and Umbrella shall be primary and noncontributory to any insurance maintained by the City.
3. **Waiver of subrogation:** Contractor waives subrogation against the City to the fullest extent permitted by law and shall obtain endorsements evidencing waiver of subrogation on Workers Compensation, CGL, and Auto where available.

#### **A4 Notice of Cancellation and Material Change**

Contractor shall provide that the City receives not less than thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except ten days (10) for nonpayment of premium, to the extent allowed by law and insurer practice.

#### **A5 Deductibles, Self-Insured Retentions**

Deductibles and self-insured retentions shall be disclosed and are subject to City approval. Contractor remains fully responsible for claims within any deductible or retention.

#### **A6 Completed Operations Period**

Completed operations coverage, if applicable, shall be maintained for not less than three, 3, years after final delivery and acceptance of Goods under the applicable Order.

**Appendix B**  
**Solicitation and Award Documents**

1. City of South Fulton, RFP 26-28 Police Uniforms and Accessories, including issued addenda.
2. Contractor Final Response to RFP 26-28 Police Uniforms and Accessories, as accepted by the City.