REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 26-PR02	RFP Title: Merchandise Screen Printing and Sales for City Events
Due Date and Time: July 16, 2026, by 2:00 pm EST **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct*	**Number of Pages: 45**
ISSUING DEPARTMENT INFORMATION	
Issue Date: June 25, 2026	
City of Milton **Parks & Recreation Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: www.miltonga.gov**
INSTRUCTIONS TO OFFERORS	
Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	**Mark Envelope/Package:** **RFP Number: 25-PR02** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **July 6, 2026, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps**
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

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OFFEROR'S RFP CHECKLIST

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

1._______Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2._______Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3._______Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.

4._______Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at **http://www.miltonga.gov/finance/bids-rfps** will include all questions asked and answered concerning the RFP.

5._______Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6._______Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.

7._______Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

8._______Check the website for RFP addenda. Before submitting your response, check the City's website at **http://www.miltonga.gov/finance/bids-rfps** to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.

9.________Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10._______Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

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

CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL

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

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

Name of Offeror ____

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

____

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

Amount/Value	Description
______________	______________________________________
______________	______________________________________
______________	______________________________________

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

______________	______________________________________
_______________	______________________________________

RFP# 26-PR02
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposals (26-PR02), Merchandise Screen Printing & Sales for City Events.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION
I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature______________________________Date_______________________

Print/Type Name____

Print/Type Company Name Here____

CITY OF MILTON GEORGIA

<u>CONTRACTOR AFFIDAVIT AND AGREEMENT</u>

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

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

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

____
E-Verify Number

____
Date of Authorization

____
Name of Contractor

<u>Merchandise Screen Printing & Sales for City Events</u>
Name of Project

<u>City of Milton, Georgia</u>
Name of Public Employer

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

Executed on ______________, ______, 20___
in ____________________(city), ______(state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE ______ DAY OF ______________,20___.

____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

____

SCHEDULE OF EVENTS

Task	Date
Issue RFP	June 25, 2026
Site Visit *(recommended, but not mandatory)*	n/a
Deadline for Questions	July 6, 2026, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, July 8, 2026
Proposals Due	**By 2:00 p.m. EST on July 16, 2026**
Award Contract	August 17, 2026 (proposed)

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

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

Milton, Georgia is a growing community located north of Atlanta with a population of approximately 42,000.

The City of Milton is seeking a full-service vendor to provide on-site merchandise production and sales for the City's annual Crabapple Fest event. The initial contract term shall be for an annual term which will expire September 30, 2027, with the option for two (2) automatic annual renewals through September 30, 2029. The purpose of this RFP is to select a qualified third-party vendor to produce and screen print t-shirts and other merchandise on-site, manage inventory, and handle all merchandise sales during all operating hours of Crabapple Fest, held annually on the first Saturday in October. The City reserves the right to utilize the selected vendor for similar merchandise production and sales opportunities at other City-sponsored events during the term of the agreement, subject to mutual agreement on scope, products, pricing, and event-specific requirements.

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

1.1 SINGLE POINT OF CONTACT

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

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

1.2 REQUIRED REVIEW

A. Review RFP.

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

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on July 6, 2026**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **July 8, 2026.** The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at **http://www.miltonga.gov/finance/bids-rfps** .Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.

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

E. Mandatory Requirements.

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

1.3 NON-DISCRIMINATION

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

1.4 SUBMITTING PROPOSALS

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

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

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)

3. City of Milton Proposal letter (information entered)
4. Contractor Affidavit and Agreement (eVerify)
5. Technical Proposal:
    a. No more than six (6) pages
        1. Cover page(s), table of contents, tabs, resumes of team members, and required forms <u>do not</u> count toward the page limit
    b. Print-friendly, preferred font size 11-point

    <u>Each Technical Proposal Shall Contain (more information on each of these is below):</u>

    a. Experience and Qualifications – Include company background, relevant experience, qualifications of key personnel, and examples of similar merchandise production and sales programs for festivals, special events, concerts, sporting events, or other large-scale public gatherings.

    b. Merchandise Program and Product Offerings – Include the proposed merchandise program, product offerings, sample images or mockups, mandatory t-shirt offerings, and a minimum of five (5) additional merchandise items for consideration.

    c. Operational and Production Plan – Describe the proposed on-site production methodology, equipment, staffing plan, inventory management strategy, customer service approach, quality control procedures, and overall event operations plan.

    d. References – Provide a minimum of three (3) references for similar projects completed within the past five (5) years, including contact name, title, email address, and phone number.

    e. Financial and Revenue Generation Proposal – Include a detailed financial proposal outlining the Offeror's anticipated merchandise costs,and retail pricing structure. At a minimum, the proposal shall include:

        i. The estimated production cost for each proposed merchandise item, including mandatory t-shirt offerings and all supplemental merchandise items.
        ii. The proposed retail sales price for each merchandise item to be sold during Crabapple Fest.
        iii. A description of any pricing strategies, bundled offerings, promotional packages, or other sales techniques intended to maximize merchandise sales and overall revenue generation.
        iv. Any assumptions utilized in developing the financial proposal, including anticipated production quantities, inventory levels, and sales projections.

6. Applicable Addenda Acknowledgement Forms (if necessary)

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

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

C. Electronic Submittal Required and Deadline for Receipt of Proposals.
Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps by 2:00 PM on July 16, 2026. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

D. Late Proposals.
Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

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

B. Offer in Effect for 120 Days.

A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

The City of Milton may, in the event the selected proposer fails to perform and/or the contract is terminated within 120 days of its initiation, request the proposer submitting the next acceptable proposal to honor its proposal.

1.6 COST OF PREPARING PROPOSALS

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

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

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

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

2.1 OFFEROR COMPETITION

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

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked,

separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.

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

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

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

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

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

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

C. Evaluation of Proposals.
The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation to determine the highest scoring

Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

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

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

F. Best and Final Offer
The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision.

Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.
The evaluation committee will provide a written recommendation for contract award.

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

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

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

2.4 RIGHTS RESERVED

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

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF SERVICES – MANDATORY REQUIREMENTS

3.0 GENERAL

The City of Milton is seeking a qualified vendor to provide full-service merchandise production, inventory management, and on-site retail sales for Crabapple Fest, the City's annual arts and antiques festival held in the historic Crabapple district. The expected attendance for this event is 15,000–20,000. The selected vendor will serve as the exclusive provider of official Crabapple Fest merchandise and shall be responsible for producing, selling, and managing event merchandise during the festival.

The City's goal is to provide attendees with high-quality, event-branded merchandise while minimizing excess inventory and maximizing sales opportunities. The City anticipates utilizing an on-site production model for apparel whenever feasible, allowing merchandise to be produced based on customer demand throughout the event. The City also reserves the right to utilize the selected vendor for similar merchandise production and sales opportunities at other City-sponsored events during the term of the agreement, subject to mutual agreement on event-specific merchandise offerings, pricing, and operational requirements.

Official merchandise will prominently feature the Crabapple Fest logo and approved event artwork. Merchandise offerings must include Event T-shirts and may also include additional promotional items as approved by the City.

3.1 Scope of Services

The selected vendor shall furnish, at a minimum, the following services:

- Operate an official merchandise sales booth during all Crabapple Fest operating hours.
- Provide all staffing, supervision, point-of-sale systems, production equipment, inventory, and customer service personnel necessary for merchandise operations.
- Maintain a clean, safe, and orderly merchandise booth throughout the event. Upon conclusion of the event, the vendor shall remove all merchandise, equipment, displays, packaging materials, trash, and other vendor-generated items from the event site. The booth space shall be left in substantially the same condition as it was provided by the City.
- Produce and sell official Crabapple Fest merchandise approved by the City.
- Provide on-site screen-printing services for event apparel. Appropriate brands of unisex apparel can be found on the following page.
- Manage all merchandise inventory before, during, and after the event.
- Process all sales transactions and maintain accurate sales records.
- Submit post-event sales and inventory reports as required by the City.
- Coordinate with City staff regarding merchandise designs, product offerings, pricing, and event logistics.
- Maintain all required licenses, permits, and business registrations necessary to perform the services described herein.

3.2 Proposal Requirements

The selected vendor will furnish, as a minimum, the following information:

- Company background, qualifications, and experience providing merchandise production and retail sales services for festivals, special events, or similar large-scale public events.
- Description of proposed on-site production methodology, including printing equipment, operational setup, staffing levels, and anticipated production capabilities.
- Inventory management strategy, including proposed apparel size ranges, anticipated inventory levels, and methods for minimizing stock shortages and excess inventory.
- Proposed merchandise program including mandatory t-shirt offerings and a minimum of five (5) additional merchandise items for consideration.
- Appropriate brands for unisex t-shirts include Bella+Canvas, Comfort Colors, Next Level Apparel, Port & Company, or other brands of comparable quality and construction.Sample images, mockups, or examples of merchandise programs completed for past similar events.
- Proposed staffing plan for event-day operations.
- Proposed merchandise pricing outlining the Offeror's anticipated merchandise costs, and retail pricing structure. At a minimum, the proposal shall include:
  - The estimated production cost for each proposed merchandise item including mandatory t-shirt offerings and all supplemental merchandise items.
  - The proposed retail sales price for each merchandise item to be sold during Crabapple Fest.
  - A description of any pricing strategies, bundled offerings, promotional packages, or other sales techniques intended to maximize merchandise sales and overall revenue generation.
  - Any assumptions utilized in developing the financial proposal, including anticipated production quantities, inventory levels, and sales projections.
- Description of the firm's approach to customer service and quality control.
- A minimum of three (3) references for similar projects completed within the past five (5) years.

3.3 Terms and Conditions

The selected Offeror will agree, as a minimum, to the following terms and conditions:

3.3.1 Merchandise Design and Approval

- The City will provide all initial artwork, logos, and design concepts for merchandise production.
- The selected vendor may recommend design modifications to improve print quality, production efficiency, durability, or overall appearance.
- Final approval of all merchandise designs, colors, artwork, products, and branding elements shall remain solely with the City. The City anticipates producing multiple apparel designs, including but not limited to an adult t-shirt design featuring a more

detailed graphic and a youth t-shirt design featuring a simplified graphic.

- Additional merchandise designs may be requested by the City throughout the term of the agreement.
- All merchandise shall prominently feature the Crabapple Fest logo and may include additional event-related artwork or secondary logos as approved by the City.
- The City reserves the right to purchase merchandise produced under this Agreement for staff, volunteers, sponsors, promotional purposes, giveaways, or other official City uses. Such purchases shall be made at the Contractor's documented production cost and shall not include any markup, profit margin, administrative fee, or additional charge beyond the direct cost of production. The City shall provide reasonable advance notice for any such orders, and Contractor shall make reasonable efforts to fulfill requested quantities and sizes based upon production capabilities and inventory availability.

3.3.2 Merchandise and Operational Responsibilities

- T-shirts are a mandatory merchandise offering and must be available for sale during the Event.
- Additional merchandise items may include, but are not limited to, tumblers, koozies, stickers, magnets, mugs, keychains, tote bags, and other promotional merchandise approved by the City.
- The selected vendor shall furnish all production materials and equipment necessary to fulfill the contract, including blank apparel, merchandise inventory, screen-printing equipment, vinyl materials, inks, packaging materials, display fixtures, point-of-sale equipment, credit card processing equipment, and any additional equipment required to produce and sell merchandise.
- The vendor will utilize a shirt brand approved by the City. Appropriate brands for unisex t-shirts include Bella+Canvas, Comfort Colors, Next Level Apparel, Port & Company, or other brands of comparable quality and construction.
- To minimize excess inventory and reduce post-event waste, the selected vendor shall provide on-site screen-printing services for event apparel the Event(s).
- The selected vendor shall provide all staffing, supervision, customer service personnel, and operational support necessary for successful merchandise sales.
- The City shall not provide production equipment, blank merchandise inventory, consumable supplies, or printing materials.
- The selected vendor shall be responsible for all applicable sales taxes, credit card processing fees, merchant service fees, and related transaction expenses.

3.3.3 City-Provided Resources

- The City will provide, at no cost to the vendor, one event tent including required tent weights, tables, chairs, and electrical service.
- The selected vendor will be recognized as an In-Kind Sponsor of Crabapple Fest. Sponsor recognition benefits shall include placement of the vendor's logo on event volunteer and/or staff apparel, as determined by the City. Such apparel shall be separate from and distinct from official event merchandise offered for sale to attendees.
- Requests for additional equipment, décor, or operational support may be submitted to the City for consideration but are not guaranteed.
- The City reserves the right to modify event dates, hours, or operating schedules. Written notice of any known schedule changes will be provided as soon as practicable and no later than ninety (90) days prior to the automatic renewal date.

3.3.4 Sales Reporting and Revenue Sharing

- The selected vendor shall be responsible for all merchandise sales transactions and inventory management.
- The vendor shall submit a proposed merchandise pricing schedule to the City for review and approval no later than thirty (30) days prior to the event.
- The vendor shall first recover one hundred percent (100%) of documented production costs supported by itemized records.
- Remaining net profit shall be distributed between the City and the selected vendor at a 30/70 split, with 30% remitted to the City and 70% retained by the vendor.
- Within thirty (30) calendar days following the conclusion of the event, the vendor shall submit a detailed sales report documenting gross sales revenue, quantities produced and sold, remaining inventory, itemized production costs by product type, and net profit calculations.
- Following the City's review and acceptance of the sales report and supporting financial documentation, the vendor shall remit the City's share of net profit within thirty (30) calendar days unless otherwise specified in the final agreement.
- The City reserves the right to review and audit sales reports, production records, inventory records, and supporting financial documentation related to event merchandise sales.

3.3.5 Inventory Ownership and Management

- The selected vendor shall utilize inventory management practices designed to minimize excess inventory while maintaining adequate stock levels throughout the event.
- Any remaining printed merchandise inventory produced for Crabapple Fest shall remain the property of the selected vendor and may be retained for sale at future Crabapple Fest events during the contract term. Such merchandise may only be sold during official Crabapple Fest events and shall not be offered for sale through any other channel without prior written approval from the City.
- Any unused blank merchandise inventory that has not been printed, branded, or otherwise customized with Crabapple Fest artwork shall be returned to the manufacturer or retained within the vendor's general inventory and shall not be carried forward as Crabapple Fest inventory.
- The City reserves the right to approve any alternative disposition of merchandise bearing the Crabapple Fest logo or event branding.
- No merchandise bearing the Crabapple Fest logo may be sold, distributed, or otherwise disposed of in a manner that could negatively impact the reputation or brand of the City of Milton or Crabapple Fest.

3.3.6 Vendor Recognition and Benefits

- The selected vendor will be recognized as an In-Kind Sponsor of Crabapple Fest.
- The vendor's logo will be included on volunteer and/or staff apparel, as determined by the City.
- Volunteer and staff apparel shall be separate from official event merchandise offered for sale to attendees.
- Additional sponsor recognition opportunities may be provided at the City's discretion.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

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

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

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

CITY OF MILTON GEORGIA

SECTION 5: COST PROPOSAL

MUST BE RETURNED WITH PROPOSAL ~ IN A SEPARATE FILE

RFP 26-PR02: Cost Proposal

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

The undersigned Offeror, having familiarized themselves with the work required by the RFP, the bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work; Hereby proposes and agrees, if this bid for the above named project is accepted to enter into a contract to perform all work necessary to the successful completion of the contract; and to supply all required submittals as indicated or specified in the RFP and the bid documents to be performed or furnished by bidder for the total contract price below:

Estimated Shirt Production Cost:
Please include the exact shirt brand and style name proposed as well as the cost of your material(s) per shirt. Additional rows may be added to the table if necessary. Acceptable shirt brands for unisex t-shirts include Bella+Canvas, Comfort Colors, Next Level Apparel, Port & Company, or other brands of comparable quality and construction. If youth shirts will be a different brand or style than the adult shirts, please identify those separately. If extended sizes (2XL and above) incur additional costs, please provide the cost breakdown for each applicable size.
(max 3 colors, printed front corner and full back):

	Brand and Style Name	Sizes Included	Wholesale Price
Shirt 1			
Shirt 2 (if needed)			
Material Cost		N/A	
		Total Cost Per Shirt	

Print Total Cost per Shirt in Words:

____

Supplemental Pricing: Additional Merchandise Items Production Cost & Suggested Retail Price

Item Name	Production Cost

Print/Type Company Name and Address:

____

Authorized Signature _________________________________ Date______________________

Print/Type Name and Title ____

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

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

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

Proposal Evaluation Criteria:

- Experience and Qualifications (maximum 25 pts)
- References (maximum 10 pts)
- Merchandise Program and Product Offerings (maximum 20 pts)
- Operational and Production Plan (maximum 20 pts)
- Financial and Revenue Generation Proposal/Cost Proposal (maximum of 25 pts)

Interviews and Product Demonstration:
The City reserves the right to award the contract to the highest-ranking firm based on technical merits only; however, short-listed vendors may also be invited to make a face-to-face presentation to the City, Web-based presentations may also be permitted. During this presentation the vendor can provide additional details regarding their proposal submission and organizational qualities. A question and answer will follow the presentation.

Final Ranking and Negotiations:
Upon completion of the interviews and demonstrations, if required, the review committee will rank the short-listed proposals based on a combination of the evaluation scores and presentations. The top-ranked proposal will be recommended for contract award, pending successful negotiations. At this stage, the City may conduct any final discussions, negotiations, or proposal revisions with the top-ranking company(s).

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

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

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

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

7.2 SUBCONTRACTOR

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

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

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

7.5 COMPLIANCE WITH LAWS

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

7.6 CONTRACT TERMINATION

See sample contract.

SAMPLE CONTRACT ONLY ~ DO NOT RETURN WITH PROPOSAL

MERCHANDISE SALES AGREEMENT

This Agreement (the "Agreement") is effective as of the date last signed by the parties below **(the "Effective Date")**, and is made and entered into by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Milton Mayor and City Council (hereinafter referred to as the "City"), and XXXXXXXXXXX., a XXXXXXXXXXXXXXX with its principal place of business located at XXXXXXXXXXXXXX (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Contractor desires to provide certain merchandise production and operations at Milton's Crabapple Festival and other City events as needed, in response to that certain RFP XXXXXXXX (attached hereto as Exhibit "A"), and

WHEREAS, in exchange for the City authorizing Contractor to produce and sell official merchandise at the Event(s), the Contractor has agreed to remit to the City thirty percent (30%) of the net profit generated from such sales, as more particularly set forth herein; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to provide the Work described in this Agreement related to merchandise stand operations at Milton's Crabapple Fest and other City events as needed; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

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

1. **Scope of Work and Consideration.** In consideration for the City authorizing Contractor to provide merchandise sales at Crabapple Fest and keep a portion of the gross revenues obtained from such operations, the Contractor has agreed to provide the Work described below and pay the City a Commission (as defined below) under the terms provided herein.

a. **The Work.** Contractor shall provide official merchandise production, inventory management, and retail sales services for Crabapple Fest in accordance with the Request for Proposals, attached hereto as Exhibit "A" and incorporated herein by reference, and the Contractor's Proposal, attached hereto as Exhibit "B" and incorporated herein by reference. Contractor shall provide all labor, supervision, equipment, inventory, supplies, transportation, and services necessary to successfully perform the Work described herein.

The Contractor shall comply with the following requirements:

i. Merchandise Design and Approval: The City will provide initial artwork, logos, and design concepts for merchandise production. The Contractor may recommend modifications to improve production quality, efficiency, durability, or overall appearance; however, final approval of all merchandise designs, products, artwork, colors, branding elements, and retail pricing shall remain solely with the City. All merchandise produced under this Agreement shall prominently feature the Crabapple Fest logo, and other City event logo(s) as needed,and approved event branding. No merchandise bearing the Crabapple Fest logo, or any other City event logo, event artwork, or other City-approved branding shall be produced, sold, distributed, or otherwise utilized without the prior written approval of the City.

The City reserves the right to purchase merchandise produced under this Agreement for staff, volunteers, sponsors, promotional purposes, giveaways, or other official City uses. Such purchases shall be made at the Contractor's documented production cost and shall not include any markup, profit margin, administrative fee, or additional charge beyond the direct cost of production. The City shall provide reasonable advance notice for any such orders, and Contractor shall make reasonable efforts to fulfill requested quantities and sizes based upon production capabilities and inventory availability.

ii. Merchandise Production and Sales: Contractor shall serve as the official merchandise provider for Crabapple Fest and shall operate an official merchandise sales booth during all event operating hours. The Contractor shall provide on-site screen-printing services for event apparel and shall make reasonable efforts to minimize excess inventory while maintaining sufficient product availability throughout the event. T-shirts shall be a mandatory merchandise offering. Additional merchandise items may include, but are not limited to, tumblers, koozies, stickers, magnets, mugs, keychains, tote bags, and other promotional merchandise approved by the City. The Contractor shall provide all merchandise inventory, blank apparel, printing equipment, inks, vinyl materials, packaging materials, display fixtures, point-of-sale systems, credit card processing equipment, and any other materials necessary to perform the Work.

iii. Staffing and Event Operations: Contractor shall provide all staffing, supervision, customer service personnel, and operational support necessary to successfully conduct merchandise sales during the event. Contractor shall be responsible for employee scheduling, inventory management, cash handling procedures, customer service, equipment operation, and booth management. Criminal background checks shall be performed on all Contractor employees and subcontractors eighteen (18) years of age or older who will work on-site during the event. The City reserves the right to request documentation verifying compliance with this requirement and may prohibit any individual from participating in event operations if deemed necessary for the safety and welfare of event attendees.

iv. Sales Reporting and Revenue Sharing: The Contractor shall be responsible for all merchandise sales transactions and shall maintain complete and accurate sales records throughout the event. The Contractor shall be responsible for collecting and remitting all applicable sales taxes and shall be solely responsible for all merchant processing fees, credit card transaction fees, banking fees, and other costs associated with retail sales operations. Within thirty (30) calendar days following the event, Contractor shall provide the City with a detailed sales report documenting, at a minimum:

- Gross sales revenue;
- Quantities produced and sold by product type;
- Remaining inventory quantities;
- Itemized production costs by product type;
- Net profit calculations; and
- Any other supporting documentation reasonably requested by the City.

The Contractor shall first recover documented production costs supported by itemized records. Following recovery of approved production costs, the remaining net profit shall be distributed between the City and the Contractor at a rate of thirty percent (30%) to the City and seventy percent (70%) to the Contractor.Payment of the City's share of net profit shall be remitted within thirty (30) calendar days following written approval of the required sales report unless otherwise approved in writing by the City. The City reserves the right to review and audit sales reports, inventory records, production records, receipts, invoices, and supporting financial documentation related to merchandise sales conducted under this Agreement.

v. Inventory Ownership and Management: The Contractor shall utilize inventory management practices designed to minimize excess inventory while ensuring adequate product availability throughout the event. Any remaining printed merchandise inventory produced for Crabapple Fest shall remain the property of the Contractor and may be retained for sale at future Crabapple Fest events occurring during the term of this Agreement. Merchandise bearing the Crabapple Fest logo, branding, or approved event artwork may only be sold during official Crabapple Fest events and shall not be offered for sale through retail stores, vendor websites, online marketplaces, social media platforms, or any other sales channels without prior written approval from the City. Any unused blank merchandise inventory that has not been printed, branded, or otherwise customized with Crabapple Fest artwork shall be returned to the original supplier when feasible or retained within the Contractor's general inventory and shall not be considered Crabapple Fest merchandise inventory.

vi. Compliance with Laws: Contractor shall obtain and maintain all licenses, permits, registrations, and approvals required to perform the Work described herein and shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes. Contractor shall perform all Work in a professional manner consistent with industry standards and shall comply with all City policies and event requirements applicable to Crabapple Fest.

b. **City Responsibilities**. The City shall provide the following resources and support to Contractor for the performance of the Work:

i. Event Space and Equipment: The City shall provide one (1) designated merchandise sales location within the Crabapple Fest event footprint. The City shall provide one (1) event tent, all required tent weights, tables, chairs, and access to electrical service for use during event operations. The City reserves the right to determine the final booth location and event layout based upon operational needs, safety considerations, sponsorship obligations, and overall event logistics. Any additional equipment, furnishings, décor, storage, internet service, or operational resources required by the Contractor shall be furnished at the Contractor’s sole expense unless otherwise approved in writing by the City.

ii. Sponsorship Recognition: The Contractor shall be recognized as an In-Kind Sponsor of Crabapple Fest. As part of this recognition, the Contractor's logo shall be included on event volunteer and/or staff apparel, as determined by the City. Volunteer and staff apparel shall be separate from and distinct from official event merchandise offered for sale to attendees. The City reserves the right to determine logo placement, size, and overall design of such apparel.

iii. Branding and Design Approval: The City shall provide the official Crabapple Fest logo, event artwork, and initial design concepts for approved merchandise. The City shall review and approve all proposed merchandise designs, branding elements, product offerings, and pricing prior to production and sale.

iv. Event Coordination: The City shall designate a staff representative to serve as the primary point of contact for Contractor regarding event operations, merchandise approvals, logistics, and contract administration. The City shall provide Contractor with event schedules, load-in and load-out procedures, vendor instructions, and other operational information necessary for participation in Crabapple Fest.

v. Review of Sales Reporting: The City shall review post-event sales reports, production cost documentation, inventory reports, and profit-sharing calculations submitted by Contractor and shall notify Contractor of any discrepancies or questions within a reasonable timeframe.

vi. No Guarantee of Sales: The City makes no guarantee regarding attendance, merchandise sales volume, revenue generation, or profitability. Contractor acknowledges that participation in Crabapple Fest is undertaken at Contractor's own risk and that the City shall not be responsible for any losses resulting from weather, attendance fluctuations, event modifications, cancellations, or other circumstances beyond the City's control.

b. **Commission.** As consideration for the rights granted under this Agreement, Contractor shall pay the City an amount equal to thirty percent (30%) of the Net Profit generated through the sale of official Crabapple Fest merchandise, and other City event merchandise as applicable. For purposes of this Agreement, Net Profit shall mean Gross Revenue less Approved Production Costs, as defined herein.Within thirty (30) calendar days following the conclusion of each Crabapple Fest event, Contractor shall submit the required sales report and supporting financial documentation to the City. Such documentation shall include all sales records, production records, inventory records, invoices, receipts, and other supporting documentation necessary to calculate Gross Revenue, Approved Production Costs, Net Profit, and the City's commission. Following the City's review and acceptance of the required sales report and supporting financial documentation, Contractor shall remit payment of the City's commission within thirty (30) calendar days. Commission payments shall be made payable to the City of Milton and delivered to the address designated by the City. The City reserves the right to review, verify, and audit all sales records, production records, inventory records, invoices, receipts, and supporting documentation utilized in calculating Gross Revenue, Approved Production Costs, Net Profit, and the City's commission. Should any audit or review determine that additional commission payments are owed to the City, Contractor shall remit the outstanding balance within fifteen (15) calendar days of written notification from the City. Failure to submit required reports, supporting documentation, or commission payments within the required timeframe shall constitute a material breach of this Agreement.

d. **Exclusive Use.** During the term of this Agreement, Contractor shall serve as the exclusive provider and seller of official Crabapple Fest merchandise bearing the Crabapple Fest logo, event branding, or other City-approved event artwork. The City shall not authorize any other vendor, organization, sponsor, or third party to produce or sell official Crabapple Fest merchandise without the written consent of the Contractor, except as otherwise provided herein.

Nothing contained in this Agreement shall prohibit other event vendors from selling apparel, accessories, artwork, promotional items, or other merchandise as part of their normal business operations, provided such merchandise does not contain the Crabapple Fest logo, official event branding, or other protected City-owned event artwork.

The City reserves the right to produce, distribute, or provide complimentary promotional items, sponsor recognition items, volunteer apparel, staff apparel, giveaway items, or commemorative items for City purposes without compensation to the Contractor.

Contractor acknowledges that sponsors, exhibitors, artists, food vendors, nonprofit organizations, and other event participants may distribute or sell their own branded merchandise during the event, provided such merchandise is not represented as official Crabapple Fest merchandise.

The exclusive rights granted herein apply solely to official Crabapple Fest merchandise and shall not be construed as granting Contractor exclusive retail rights within the event footprint.

2. **Limitation of Promotional Activities.** Contractor may display modest promotional materials identifying its business as the official merchandise provider for Crabapple Fest. Such promotional materials may include company logos, business cards, branded staff apparel, and limited booth signage. All promotional materials, signage, displays, banners, handouts, and marketing materials displayed or distributed during Crabapple Fest shall be subject to prior written approval by the City. The City reserves the right to require the removal of any material deemed inappropriate, excessive, misleading, or inconsistent with the character and branding of the event. Contractor shall not conduct promotional activities that interfere with event operations, obstruct pedestrian traffic, create excessive noise, or otherwise negatively impact the experience of event attendees. Contractor shall not distribute materials, solicit customers, or advertise products or services unrelated to the merchandise sales authorized under this Agreement without prior written approval from the City. The City reserves the right to limit the size, quantity, placement, and content of all promotional materials displayed within the merchandise booth area. Nothing contained herein shall be construed as granting Contractor sponsorship rights, naming rights, endorsement rights, or any other marketing privileges beyond those expressly authorized in this Agreement.

3. **Schedule of Operations and Cancellation of Events.**

a. **Schedule of Operations.**

i. Contractor shall operate the official Crabapple Fest merchandise booth during all designated event operating hours.

Booth set-up may occur on the Friday immediately preceding Crabapple Fest between the hours of 5:00 p.m. and 8:00 p.m. or on the day of the event prior to 8:30 a.m. The City will provide final load-in instructions and access times prior to the event.

All booth set-up activities, equipment staging, merchandise displays, and operational preparations shall be completed no later than 9:30 a.m. on the day of the event.

Contractor shall maintain continuous operations throughout the duration of the event and shall keep the merchandise booth fully staffed and open to the public at all times between 10:00 a.m. and 5:00 p.m. Temporary closures during event operating hours are prohibited except in the case of emergency or with prior approval from the City.

Booth breakdown and load-out activities may begin only after the official close of the event at 5:00 p.m. Contractor shall not begin dismantling displays, packing merchandise, removing equipment, or otherwise ceasing operations prior to the conclusion of the event without prior written approval from the City.

Booth breakdown and load-out shall occur between 5:00 p.m. and 8:00 p.m. on the day of the event unless otherwise authorized by the City.

The City reserves the right to modify event schedules, operating hours, load-in procedures, or load-out procedures as necessary to accommodate event operations, public safety requirements, weather conditions, or other circumstances affecting Crabapple Fest. Contractor shall comply with all event schedules and operational instructions provided by the City.

b. **Cancelation of Event**. The City reserves the right to cancel, postpone, relocate, modify, or otherwise alter Crabapple Fest, or any other City event, due to weather, public safety concerns, acts of God, governmental action, emergencies, venue conditions, or other circumstances beyond the City's reasonable control. The City shall make reasonable efforts to notify Contractor of any cancellation, postponement, relocation, or material event modification as soon as practicable. In the event Crabapple Fest, or other City event, is postponed and rescheduled within the same contract year, Contractor shall make reasonable efforts to participate on the rescheduled event date under the same terms and conditions of this Agreement. In the event Crabapple Fest, or other City event, is canceled and not rescheduled, the City shall not be responsible for any costs incurred by Contractor, including but not limited to labor costs, equipment expenses, travel expenses, shipping costs, inventory purchases, production expenses, lost profits, or other consequential damages. Any merchandise, inventory, blank products, equipment, or supplies purchased or produced by Contractor in anticipation of the event shall remain the sole responsibility and property of Contractor. The City shall not be obligated to purchase any inventory, merchandise, materials, or supplies due to the cancellation of an event unless otherwise agreed to in writing by the parties. Contractor acknowledges that participation in event-based retail operations involves inherent business risk and accepts such risk as a condition of entering into this Agreement.

4. **Term.** This Agreement shall commence upon the Effective Date and shall naturally terminate on XXXXXXXXXXXX ("Term"). The Parties, upon mutual written consent, have the option to renew this Agreement for two (2) additional one (1) fiscal year successive terms (each fiscal year term being referred to as a "Renewal Term").

5. **Termination.** The City or Contractor shall have the right to terminate this Agreement for convenience or for cause by providing written notice thereof at least five (5) calendar days in advance of the termination date. Further, the City or Contractor shall have the right to terminate this Agreement immediately upon any willful, reckless, or grossly negligent act or omission by

the other party or party's officers, employees or subcontractors. Upon termination or expiration of this Agreement, Contractor shall provide payment to the City of any Commission due up to the termination date. The rights and remedies of the City and Contractor provided in this paragraph are in addition to any other rights and remedies provided under this Agreement or at law or in equity. Any deficiencies by either party in compliance with the terms of this Agreement and that are not deemed to be willful, reckless or grossly negligent, shall be remedied within ten (10) business days of that party receiving notice of such deficiencies from the other party hereto.

6. **Indemnification.** The Contractor covenants and agrees to take and assume all responsibility for the Work provided in connection with this Agreement. Contractor shall defend, indemnify and hold harmless the City and the City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions **that occurred during the performance of this Agreement.**

7. **Insurance Requirements.**

(A) Requirements: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

(B) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:

(a) Commercial General Liability coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If a general aggregate limit applies, the general aggregate limit shall be at least twice the required occurrence limit.

(b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. No individuals associated with Contractor (Proprietor/Partner/Executive/Officer/Member/etc.) may be excluded from coverage. If, notwithstanding this provision, individuals are excluded, those individuals are strictly prohibited from performing the Work. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act.)

(C) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.

(D) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.

(i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) Primary Insurance Requirement. Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.

(iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.

(vii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.

(c) All Coverages.

(i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.

(iii) If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

(E) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the prescribed form.

(F) Verification of Coverage: Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(G) Contractor's Duty to Provide Notice of Reduction in Coverage: Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Contractor shall require the same notice to the City in all subcontractor contracts.

(H) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(I) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(J) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

(K) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

8. **Independent Contractor.** Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant or agent of the City for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractor, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only.

9. **Business License.** Prior to commencement of the Work to be provided hereunder, Contractor must obtain a business license or otherwise provide proof of a business license for their respective business location, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

10. **Change Order.** All changes to the terms of this Agreement shall be incorporated in written change orders executed by the City and Contractor. Any change order shall be executed under all the applicable conditions of this Agreement.

11. **Assignment.** The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.

12. **Records.** Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with requirements prescribed by the City and applicable law. Upon request, the Contractor shall furnish to the City any and all Records related to matters covered by this Agreement in the form requested by the City. The Contractor will permit the City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

13. **Notices.** All communications relating to the day-to-day activities of the Work shall be exchanged between Tom McKlveen or his designee for the City and Brenda Cormier for the Contractor. All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE CITY shall be sent to:

City of Milton
Attn: Procurement Manager
2006 Heritage Walk
Milton, GA 30004

NOTICE TO THE CONTRACTOR shall be sent to:

XXXXXXXXXXXX

14. **Waive**r. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

15. **E-Verify.** Pursuant to O.C.G.A. § 13-10-91, the City shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on City-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such affidavit to City. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the City within five (5) business days of receipt from any subcontractor.

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

____ 500 or more employees.
____ 100 or more employees.
____ Fewer than 100 employees.

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

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

16. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, the Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, the Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

17. **Violation of Terms**. Contractor's violation of any term set forth in this Agreement may result in the loss of concession privileges and the termination of this Agreement.

18. **Agreement Construction and Interpretation.** Contractor represents that it has reviewed and become familiar with this Agreement and has notified the City of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. This Agreement shall be read in conformity with and to comply with the City's agreement with The Coca-Cola Company. In the event of a conflict as to the duties and responsibilities of the Parties under this Agreement, this Agreement shall govern over any Exhibit, and the Exhibits shall govern in the order attached hereto.

19. **Authority to Contract.** The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable. This Agreement must be executed by both Parties and on file with the City of Milton Parks and Recreation Department prior to Contractor operating the concession stand under this Agreement.

20. **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

21. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

22. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court

of Fulton County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

23. **Severability.** Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable .

24. **Force Majeure**. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

25. **Ethics Code; Conflict of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services herein. Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF the City and the Contractor have executed this Agreement, which is effective as of the Effective Date provided above.

CONTRACTOR: XXXXXXXXXXXXXX

Signature: ______________________________

Print Name: ___________________________

Title: ______________________________

[CORPORATE SEAL]

Attest/Witness:

Signature: ___________________________
Print Name: _________________________
Title: ______________________________
(Corporate Secretary)

CITY OF MILTON, GEORGIA:

____
By: Peyton Jamison, Mayor

Attest:
Signature: ____________________________
Print Name: __________________________
Title: City Clerk

[CITY SEAL]

Approved as to form:

____
City Attorney

EXHIBIT "A"

EXHIBIT "B"

<u>**EXHIBIT “C”**</u>

STATE OF ______________
COUNTY OF _________________

<u>**CONTRACTOR AFFIDAVIT AND AGREEMENT**</u>

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

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

____
Federal Work Authorization User Identification Number

____
Date of Authorization

____
Name of Contractor

<u>Merchandise Screen Printing and Sales for City Events</u>
Name of Project

<u>City of Milton, Georgia</u>
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on ___________________, 20___ in _____________________ (city), ______ (state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ______ DAY OF ________________________, 20___.

____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

____

EXHIBIT "D"

STATE OF ______________
COUNTY OF _________________

SUBCONTRACTOR AFFIDAVIT

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

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

____
Federal Work Authorization User Identification Number

____
Date of Authorization

____
Name of Contractor

Merchandise Screen Printing and Sales for City Events
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on __________________, 20___ in
_____________________ (city), ______ (state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF
__________________________, 20___.

____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

____

EXHIBIT "E"

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work: See Exhibit B