



City of South Fulton, Georgia

General Services

Request For Proposal

FOR

RFP NUMBER: 26-29

FIRE APPARATUS REFURBISHMENT AND REHABILITATION SERVICES

ISSUED: Friday, June 26, 2026

Proposals due no later than 2:00 PM EST Thursday, August 6, 2026

City of South Fulton Procurement Department

4715 Frederick Dr. SW
South Fulton, GA 30336



The City of South Fulton, Georgia
Procurement Department
4715 Frederick Dr. SW., Atlanta, GA 30336
Phone: 470-809-7700
Website: [Procurement Department](#) | [South Fulton, GA](#)
Procurement Department | South Fulton, GA
City of South Fulton General Services Department

REQUEST FOR PROPOSAL RFP #26-29
FIRE APPARATUS REFURBISHMENT AND REHABILITATION SERVICES

SCHEDULE OF EVENTS		DATE
Proposal Release Date:		June 26, 2026
<u>Non-Mandatory Pre-Proposal Conference:</u> A Non-Mandatory Pre-Proposal Conference will be held virtually by our staff and responsible person(s). To attend the Pre-Proposal Conference, please refer to the Information and Instructions to Proposers for details.		July 8, 2026 10:00 A.M.
<u>Deadline for questions:</u> Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton		July 15, 2026 3:00 P.M.
<u>Answers will be posted by addendum at:</u> https://www.bidnetdirect.com/georgia/cityofsouthfulton		July 23, 2026
<u>All responses to this RFP must be submitted online at:</u> https://www.bidnetdirect.com/georgia/cityofsouthfulton . Proposers are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call BidNet Direct's Support Team at 800-835-4603 ext. 2 for assistance. To attend the Proposal Opening, please refer to Information and Instructions to Proposers for details.		August 6, 2026 2:00 P.M.
Interview Process		As Determined by City

THIS PROPOSAL SOLICITATION FORM
MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

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

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**RFP #26-29 FIRE APPARATUS REFURBISHMENT
AND REHABILITATION SERVICES**

INFORMATION AND INSTRUCTIONS TO PROPOSERS

1. **Request for Proposals:** This Request For Proposal (RFP) is for qualified personnel hereinafter referred to as Proposer (“Proposer” or “Proposers”) for the Fire Apparatus Refurbishment and Rehabilitation Services. The Proposer shall submit a Proposal for the scope of the project as defined in Appendix A: Scope of Services.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of South Fulton Procurement Policy, codified in Sec. 1-9001 et seq of the City of South Fulton Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Proposer acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Proposer and team member shall have the minimum experience set forth in this RFP.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proposer must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Subcontractors.
5. **Business License:** The successful proposer must possess all required business licenses necessary to perform the services described in this solicitation. Proof of such licensing shall be provided prior to contract execution. If Proposer is a joint venture, Proposer shall submit valid business licenses for each member of the joint venture. If the Proposer is not a Georgia corporation, Proposer shall submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **No Offer by City and Firm Offer by Proposer:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proposer to form a Contract. This solicitation is only a request for proposals from interested Proposers, and no offer shall bind City. A Proposer’s offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City’s Code of Ordinances and other applicable law.

7. **Proposal Duration:** Proposals shall remain irrevocable and valid for acceptance for a period of ninety 90 calendar days following the Proposal Submission Deadline, unless extended by mutual written agreement of the parties. Pricing shall remain firm during this period and during the initial twelve 12 month contract term, except as otherwise expressly stated in the solicitation or resulting contract.
8. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> until **August 6, 2026, by 2:00 P.M. Eastern Time (ET).**
9. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **July 8, 2026, at 10:00 A.M.**, and will be hosted virtually by City staff and responsible personnel. To attend the Pre-Proposal Conference, access Microsoft Teams via the app or the web using the information below.
Meeting ID: 268 299 952 094 703
Passcode: 78UT9bo2
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 929-583-6155,,497284489#](#)United States, New York
Phone Conference ID: 217 377 96# [Find a local number](#) | [Reset PIN](#)
Attendance at the Pre-Proposal Conference is non-mandatory for Bidders responding to this RFP. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions during the Pre-Proposal Conference will not be authoritative. Each Proposer must be fully informed regarding all existing and expected conditions and matters that may affect the cost or performance of the Services. It shall be emphasized, however, that nothing stating or discussed during this Pre-Proposal conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

10. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on or before **July 15, 2026, by 3:00 P.M. ET.** Questions received after the designated period may not be considered. Any response made by the City will be posted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> by addendum. No Proposer may rely on any verbal response to any question submitted concerning this RFP.
11. Proposers and their representatives of Proposers shall not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Procurement Department employee named in the solicitation, between the date of the issuance of the solicitation and the date of the final Contract award by City Council, unless specified otherwise herein. Attempting to influence the outcome of any given Contract before a recommendation of award to the City Council is strictly prohibited. The Director of Procurement will review alleged violations of this prohibition. If the Director of Procurement determines that such a communication has compromised the competitive process, the Proposal submitted by that Proposer may be disqualified from consideration for award, and that Proposer may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in Sec. 1- 9004 (d) of the City of South Fulton Code of Ordinances and all other applicable policies.
12. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proposer, for the City’s use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Proposers.
13. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]”.
14. **Insurance Requirements:** The insurance requirements applicable to any contract awarded pursuant to this solicitation are set forth in **Attachment B, Insurance Requirements.** Proposer shall submit evidence of currently maintained insurance coverages, if any, and shall, prior to contract execution, furnish certificates of insurance and endorsements

demonstrating compliance with Attachment B. No bonding requirement applies to this solicitation unless expressly added by written addendum issued by the City.

- 15. Subconsultants, Suppliers, and Specialty Repair Vendors:** Proposer shall identify all proposed subcontractors, suppliers, and specialty repair vendors expected to perform material portions of the Services. The City reserves the right to review the qualifications, financial responsibility, technical capability, insurance, licensing, and experience of any such entity and to disapprove any proposed entity determined by the City to be inadequate for the required work.
- 16. Examination of Proposal Documents:**
- 16.1** Each Proposer is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proposer, who is deemed to have included all costs for performance of the Services in its Proposal.
- 16.2** Each Proposer shall promptly notify the City in writing should the Proposer find discrepancies, errors, ambiguities, or omissions in the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proposers. No oral responses are binding on the City.
- 16.3** The City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.
- 16.4** Each Proposer must confirm that all Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 16.5** The City may waive any technicalities and formalities in this solicitation. Additionally, the City reserves the right to cancel the RFP in its entirety.
- 16.6** The City reserves the right to waive minor informalities and minor irregularities, request clarification of Proposal content, reject any or all Proposals, cancel the solicitation, reissue the solicitation, seek supplemental information, and conduct such additional due diligence as the City deems necessary, provided that no action shall unfairly prejudice the competitive process or result in the use of unstated evaluation criteria.
- 16.7** The City of South Fulton may disqualify Proposals as a result of, but not necessarily limited to, the following reasons:
- 16.7.1** Failure to follow the City of South Fulton's Proposal schedule;
 - 16.7.2** Failure to return applicable compliance and/or specification sheets;
 - 16.7.3** Failure to return applicable addenda;
 - 16.7.4** Failure to provide information on alternates or equivalents, when allowed;

- 16.7.5** Failure to provide any mandatory submission expressly required by this RFP may result in the Proposal being deemed non-responsive.
- 16.7.6** Failure of Proposer to sign all requested documents;
- 16.7.7** Failure to submit Proposal by deadline;
- 16.7.8** Failure of Contractor to extend prices;
- 16.7.9** Failure to hold firm pricing;
- 16.7.10** Failure to meet specified delivery requirements;
- 16.7.11** Prices for services or items that exceed the department's budgeted amount allowed for those items;
- 16.7.12** A proposal submitted by a Person on the Ineligible Source List;
- 16.7.13** A proposal which is non-responsive; and/or
- 16.7.14** A Proposal may be rejected where the City determines, based on substantial evidence and applicable law, that the Proposer is not responsible due to material adverse performance history, fraud, misrepresentation, debarment, suspension, unresolved tax or licensing deficiencies, or other grounds bearing directly on the Proposer's present ability to perform the contract.

- 17. Award and Execution of Contract:** If a contract is awarded as a result of this solicitation, the City will issue a written agreement incorporating the terms of this RFP and successful proposer's response. The proposer shall execute the agreement within the time specified by the City. The City reserves the right to modify the Contract to incorporate the Proposer's Proposal, Scope of Services, and Cost Proposal Forms. The City retains sole discretion to reject any Proposal if the proposed revisions are deemed unacceptable. Proposers are strongly encouraged to consult with an Authorized Representative possessing full authority to execute the Contract on behalf of the Proposer regarding any such revisions. Upon receiving approval for the award from the City of South Fulton City Council, the City will provide the Proposer with an unsigned Contract via Adobe Sign or another City-approved electronic signature platform. The Proposer must execute and return the Contract, along with the required insurance certificates and any other documentation specified in this RFP or requested by the City, within ten (10) calendar days of receipt. Noncompliance may result in withdrawal of the award, forfeiture of proposal security (if applicable), and awarding the Contract to another Proposer.
- 18. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proposer must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Completed and notarized affidavits required by O.C.G.A. § 13-10-91, including the **Contractor Affidavit** and, where applicable, the **Subcontractor Affidavit**, shall be submitted with the Proposal in the forms provided in **Attachment A, Required Form Submittals**. Failure to provide all required affidavits at the time of Proposal submission may render the Proposal non-responsive as provided by law. Under State Law, the City cannot consider any Proposal which does not include the completed F6.4 form. Where the business structure of a Proposer is such that Proposer is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proposer must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proposer itself. Where the business structure of a Proposer does not require it to obtain an EIN, each entity comprising the corporate entity must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proposers intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.

19. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
20. **Conflict of Interest:** Proposers are advised to read and familiarize themselves with the conflict-of-interest provisions of this RFP. The City reserves the right to issue RFP's for specific projects that are independent of RFP 26-29 Fire Apparatus Refurbishment and Rehabilitation Services. Except as stated in this RFP, these Instructions, and the Notice to Proposers concerning Conflicts of Interests, successful Proposers under this RFP are not precluded from responding to such solicitations.
21. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of South Fulton. Exemption certificates furnished upon request.
22. All permits, fees, inspections, licenses, registrations, and compliance costs necessary for performance of the Services shall be the sole responsibility of the successful Proposer. All labor, materials, parts, repairs, maintenance activities, transport, testing, and related services shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and manufacturer requirements governing the Services.
23. **TITLE VI SOLICITATION NOTICE** - The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all Proposers or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit proposals in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.
24. **Flexible Experience Requirements:** Firms may demonstrate equivalent relevant experience listed in the minimum requirements, provided the Proposer can show clear relevance to the scope of work.
25. **Encouragement of Partnerships:** Small firms are encouraged to form joint ventures, subcontracting arrangements, or consortia to meet the requirements of this RFP. Prime Contractors are encouraged to include small businesses in their teams.

- 26. Electronic Signature Acknowledgement:** The City of South Fulton utilizes Adobe Sign, or another City-approved electronic signature platform, for the official execution of contracts. By submitting a Proposal and, if awarded, executing a Contract with the City, the Proposer acknowledges and agrees to the following:
- 26.1. Legally Binding:** An electronic signature executed through Adobe Sign shall possess the same legal force and effect as a handwritten signature, in accordance with the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.), the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), and any other applicable law.
 - 26.2. Authority to Sign:** The individual executing the Contract electronically on behalf of the Proposer affirms their authority to bind the Proposer to the terms of the Contract.
 - 26.3. Official Record:** The fully executed Contract, as maintained in Adobe Sign by the City, shall serve as the official and binding version of the Contract for all purposes.
 - 26.4. No Requirement for Paper Originals:** Unless specifically requested by the City, no paper copies or handwritten signatures shall be necessary for the validity or enforceability of the Contract.
- 27. Electronic Communications:** All communications pertaining to this solicitation and any resulting Contract, including but not limited to addenda, notices of award, Contract amendments, and other official correspondence, may be transmitted electronically by the City of South Fulton. The Proposer agrees to the following terms:
- 27.1 Official Delivery:** Communications sent by the City via email or through Adobe Sign (or another City-approved) shall be considered officially delivered on the date and time transmitted, unless the City encounters an error message indicating unsuccessful transmission.
 - 27.2 Responsibility to Monitor:** Proposers are responsible for actively monitoring the email address and/or electronic platform designated in their Proposal submission for communications from the City. Failure to receive or review electronic communications shall not exempt the Proposer from any obligations under this RFP or any resulting Contract.
- 28. Legal Effect:** Electronic communications issued in accordance with this section shall carry the same legal force and effect as if provided in hard copy.
- 29. Record Retention:** The City's electronic records of such communications shall constitute the official record for all procurement and contract administration purposes.

**RFP 26-29 FIRE APPARATUS REFURBISHMENT
AND REHABILITATION SERVICES**

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each Proposer to ensure that their proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal.**
4. Proposers are required to submit responses to solicitations electronically online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The City will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

**REQUIRED DOCUMENTATION
INCLUDED**

INITIAL IF

1. PROPOSAL SOLICITATION FORM
2. ENTIRE PROPOSAL
3. SUBMITTAL CHECKLIST (THIS FORM)
4. ADDENDA (IF APPLICABLE)
5. PROPOSAL COST (ATTACHMENT C)
6. REQUIRED FORM SUBMITTALS (Attachment A)
 - F6.1 NON-CONFLICT OF INTEREST
 - F6.2 NON-COLLUSION AFFIDAVIT
 - F6.3 CERTIFICATE OF AUTHORITY-JOINT VENTURE
 - F6.4 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT
 - F6.5 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT- SUBCONTRACTOR AFFIDAVIT
 - F6.6 SUBCONTRACTOR INFORMATION FORM
 - F6.7 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS
 - F6.8 DRUG FREE WORKPLACE CERTIFICATION
 - F6.9 ISRAEL BOYCOTT CERTIFICATION

Printed Name

Title

Date

Signature

Firm Name

Email Address

Phone Number

RFP 26-29 FIRE APPARATUS REFURBISHMENT AND REHABILITATION SERVICES

1. INTRODUCTION

The City is soliciting Proposals from qualified, and experienced firm(s) to provide fire apparatus refurbishment, rehabilitation, diagnostic, overhaul, repair, modernization, and return-to-service support for City-owned Fire Rescue apparatus on an as-needed basis. The intent is to restore operational readiness, improve reliability, extend service life, reduce out-of-service time, and maintain compliance with applicable safety and operational standards.

1.1 INTENT TO AWARD

The City intends to award to the Proposer(s) most advantageous to the City's qualitative and price factors for RFP 26-29 Fire Apparatus Refurbishment and Rehabilitation Service. Additionally, the City reserves the right to cancel the solicitation.

- 1.1.1** The City reserves the right to make a single award, multiple awards, or no award, as determined to be in the City's best interest. If multiple awards are made, the City may allocate work by vehicle type, specialty capability, urgency, geographic convenience, price, performance history, or other operational considerations stated in the contract documents. No minimum volume of work is guaranteed unless expressly stated in the resulting contract.

1.2 TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year beginning on the date specified in the notice to proceed. The City shall have the option to renew the contract for up to three (3) additional one (1) year terms, to be exercised in writing by the City prior to the expiration of the then-current terms. Each renewal is subject to the availability of funds, satisfactory contract performance, and the mutual written agreement of both parties.

1.3 SUBCONSULTANTS, SUPPLIERS AND SPECIALTY REPAIR VENDORS

- 1.3.1** Proposer shall ensure that each proposed subcontractor, supplier, and specialty repair vendor meets the responsibility standards stated in this RFP. Such verification shall include confirmation that each such entity possesses the licenses, certifications, insurance, technical qualifications, and legal authority necessary to perform the assigned work. Proposer shall not submit any statement, representation, or certification concerning any proposed subcontractor, supplier, or specialty repair vendor that is materially false, misleading, incomplete, or deceptive. Failure to provide sufficient information concerning the qualifications or responsibility of any such entity may result in a determination that the Proposer is not responsible.
- 1.3.2** All proposed subcontractors, suppliers, and specialty repair vendors performing material portions of the Services shall be identified in the Proposer's response. Proposer shall ensure that each such entity has adequate personnel, relevant experience, financial capacity, facilities, equipment, and business systems to perform the assigned scope. The City reserves the right to review and approve or disapprove any proposed subcontractor, supplier, or specialty repair vendor based on responsibility, capability, compliance, or risk considerations.
- 1.3.3** Proposer is responsible for verifying the existence, authenticity, validity, and expiration dates of all licenses, certifications, registrations, and other legal qualifications required of any proposed subcontractor, supplier, or specialty repair vendor engaged in work under this RFP. The absence, suspension, revocation, or expiration of any required license or certification held by the Proposer or any approved subcontractor, supplier, or specialty repair vendor may constitute grounds for default, disqualification, removal from the work, or termination for cause, as applicable.
- 1.3.4** No subcontractor, supplier, or specialty repair vendor may perform Services under this RFP unless approved in writing by the City. Proposer shall obtain prior written approval before adding, replacing, or expanding the role of any such entity after Proposal submission. No approved subcontractor, supplier, or specialty repair vendor may further subcontract any material portion of its work without the prior written consent of the City. Failure to obtain required approval may result in suspension of work, rejection of affected work, removal of the unapproved entity, disallowance of associated costs, or other remedies available to the City.

2. SCOPE OF SERVICES

The City of South Fulton General Services Department is seeking qualified and experienced contractors to provide fire apparatus refurbishment, rehabilitation, diagnostic, overhaul, repair, modernization, and return-to-service support for City-owned Fire Rescue apparatus on an as-needed basis. Vendors selected under this RFP will be responsible for restoring operational readiness, improving reliability, extending apparatus service life, and, maintain compliance with applicable safety and operational standards. Services rendered by the Proposer should occur at the Proposer's service facility. The Proposer will provide a Proposal for the scope of the project as defined in Appendix A, Scope of Services.

3. MINIMUM REQUIREMENTS

The Proposer shall have a minimum of five (5) years of fire apparatus maintenance, refurbishment, or rehabilitation experience. Demonstrated municipal emergency vehicle experience and ability to service heavy emergency vehicles. As specified in this RFP and Appendix A, Scope of Services, attached hereto and incorporated herein by reference. Please be sure to include the necessary references to support this requirement in Attachment A, Required Form Submittals.

ADDITIONAL COMPLIANCE REQUIREMENTS

3.1. Iran Divestment Certification

Proposer certifies that they are not included on the Iran Divestment List created under O.C.G.A 50-5-85 and do not participate in investment activities in Iran's energy sector.

3.2. Certification Regarding Boycotts of Israel

Proposer certifies that they are not currently engaged in and agree for the duration of the contract not to engage in a boycott of Israel as defined in O.C.G.A and 50-5-85.1.

3.3. Debarment and Suspension Certification

The Proposer affirms that neither it nor any of its principals is currently debarred, suspended, proposed for debarment, or declared ineligible for contracts by any federal or state agency. The City reserves the right to reject a proposer with adverse financial, legal, or performance history even if not formally debarred.

3.4. Records Retention

Proposers must maintain all records, books, and documents pertinent to this Agreement for at least five (5) years after completing the services and must make them available for inspection upon reasonable request by the City or its auditors. Address below:
PROCUREMENT DEPARTMENT, 4715 Frederick Dr. SW, Atlanta, GA 30336.

3.5. Georgia Open Records Act

Proposals submitted in response to this RFP are subject to the Georgia Open Records Act. The City cannot guarantee the confidentiality of information marked “confidential” by a Proposer if such information is required to be disclosed under the Act.

3.6. Cost-Plus Prohibition

The City must not accept cost-plus-a-percentage-of-cost proposals or contracts. Any such pricing submitted must be considered non-responsive.

3.7. Non-Discrimination

Proposer agrees not to discriminate against any person based on race, color, religion, national origin, sex, age, disability, veteran status, sexual orientation, or gender identity in performing this Agreement.

3.8. Electronic Signatures

This Agreement and all Task Orders may be signed electronically, and electronic signatures must be considered valid and enforceable as original signatures. Signing through platforms such as Adobe Sign or other City-approved electronic signature systems must have the same legal effect as a handwritten signature.

3.9. Confidentiality/Data Security

Proposer agrees to maintain the confidentiality of all documents, data, records, and other information developed or obtained in connection with this Agreement. Proposers must implement commercially reasonable measures to protect electronic data and must not disclose City information to third parties without prior written authorization from the City.

3.10. Service Facility Response Requirement

The Proposer shall maintain a properly equipped service facility. The Proposer shall also identify any satellite facility capability available to support the City’s fleet. No medical, examination, or unrelated service facility requirement applies to this solicitation.

4. EVALUATION PROCESS

The following criteria will be used to evaluate Proposals:

The City desires to select the proposal that is determined to be the most advantageous to the City, considering the technical and price evaluation criteria listed below.

Evaluation Administration and Authority. The Procurement Department shall administer this solicitation, receive and review submissions for administrative compliance, facilitate the evaluation process, maintain the official procurement record, and advise regarding responsiveness and responsibility. The Evaluation Committee shall evaluate and score Proposals in accordance with the criteria stated in this RFP. The authority to determine whether a Proposal is administratively compliant, responsive, and submitted by a responsible Proposer shall rest with the City through its Procurement Department, in consultation with the Evaluation Committee and legal counsel as appropriate. No award recommendation shall be based on any unstated criterion.

The Evaluation Committee (EC) will be responsible for ranking and recommending the most qualified firm(s) to the City Council for the award. The process for this procurement may proceed in the following manner: The Procurement Department shall distribute Proposal materials to authorized evaluators and relevant City staff in accordance with the City's evaluation procedures. The existence of litigation, standing alone, shall not constitute grounds for disqualification unless expressly authorized by law and materially related to contract performance, integrity, or responsibility.

4.1 PRESENTATIONS OR INTERVIEWS (If Requested)

The City reserves the right to request Best and Final Offers (BAFOs) from one or more responsive and responsible Proposers determined to be within the competitive range. The competitive range will consist of proposals that the Evaluation Committee determines have a reasonable chance of being selected for award. The City also reserves the right to request presentations or interviews from one or more Proposers for the purpose of clarifying proposals or demonstrating service capabilities. The City may make an award based solely on written proposals without conducting presentations or interviews.

If City elects to request BAFO:

- 4.1.1** Proposers will be provided written notice identifying any revisions requested, including but not limited to pricing, service levels, or clarifications.
- 4.1.2** BAFO submissions shall be submitted by the date and time specified in the City's request.
- 4.1.3** After receipt of BAFOs the City may seek written clarification but will not permit material revisions to proposals.
- 4.1.4** BAFOs shall be evaluated based on the criteria set forth in this RFP.

Award, if made, shall be made to the responsive and responsible Proposer whose proposal, as modified by its BAFO (if requested), is determined to be most advantageous to the City. The City reserves the right to make an award without requesting BAFOs.

The EC may provide a list of subject matter for discussion. The individuals/firms will have equal time to present but the question-and-answer time may vary. Proposers/Providers may be requested to demonstrate the nature of their offered solution to the EC. After receipt of submittals, all firms will receive a description of and arrangements for the desired demonstration. A copy of the demonstration (hard copy, DVD, CD, or a combination of both) should be given to the Procurement Agent at the meeting to remain in the Procurement files.

PROPOSAL EVALUATION – SELECTION CRITERIA

The City's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the City's staff. The Proposer's submittal must fully address the requirements listed in this solicitation and the Firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions, or provisions applied to the aforementioned request. It is the City's intention to select a firm that is the most qualified to meet the City's needs. The award shall be based on but not limited to the following factors:

REQUEST FOR PROPOSALS	SCORING VALUE MAXIMUM POINTS
Qualification of Firm – Qualifications to be considered include but are not limited to: Experience in performing work of a closely similar nature; experience working with other public agencies; record of completing work on schedule; strength and stability of firm; technical experience and strength and stability of proposed sub-contractors; and assessments by client references. Qualifications of project staff will also be considered, particularly key personnel, and, especially, the project manager.	20
Technical Capability and Fleet-Specific Infrastructure Technical skills and resources to perform the maintenance tasks effectively using apparatus-specific infrastructure.	20
Past Performance with Similar Municipal or Public Safety Fire Apparatus	15
Operational Approach, Turnaround Times, Diagnostics, Parts Availability	15
Cost Proposal with fully Loaded Labor Rates The Cost Proposal shall also include all costs the Proposer desires to have considered in any contract entered into with the City.	15
Markups, Parts Structure	10
Local Proposer Preference	5
MAXIMUM SCORING POINTS TOTAL	100

The City shall evaluate Proposals solely in accordance with the criteria and relative weights stated in this RFP. No unstated criteria shall be used. Any local preference or small business preference shall be applied only to the extent authorized by law and expressly stated in this solicitation.

Local Proposer Preference. For purposes of this solicitation, a “Local Proposer” means a Proposer that, as of the Proposal Submission Deadline, maintains a bona fide physical business

location within the corporate limits of the City of South Fulton and is in good standing to conduct business in the State of Georgia. To receive Local Proposer Preference points, the Proposer shall submit documentary evidence with its Proposal establishing such location, which may include a current business license, lease, deed, utility statement, occupational tax certificate, or other evidence acceptable to the City. Post deadline establishment of a local office shall not qualify for preference points. Preference points shall be applied only to the extent authorized by applicable law and City policy.

Please note that prices may be negotiated in the best interest of the city after the scoring is completed.

*Total points awarded for price will be determined by applying the following formula: (Lowest Overall Cost /Proposer's Price) x 15 (Cost Bid Form) = Price Score

Once individual evaluator scoring sheets are completed, only mathematical consolidation is allowed.

Scoring Guidance.

For each non-price criterion, evaluators shall assign scores based on the degree to which the Proposal demonstrates low performance risk, technical adequacy, relevant experience, service capacity, and alignment with the City's operational requirements. A score at or near the maximum shall reflect a Proposal that materially exceeds requirements and presents minimal performance risk. A mid-range score shall reflect a Proposal that meets requirements with moderate risk or limited supporting detail. A low score shall reflect a Proposal that fails to demonstrate capability, contains material weaknesses, or presents elevated performance risk.



APPENDIX A
SCOPE OF SERVICES

APPENDIX A SCOPE OF SERVICES

1. SCOPE OF WORK

GENERAL: Fire Apparatus Refurbishment and Rehabilitation Services

The Proposer(s) shall provide fire apparatus refurbishment, rehabilitation, diagnostic, overhaul, repair, modernization, and return-to-service support for the City-owned Fire Rescue apparatus on an as-needed basis. Fire apparatus vehicles are critical life-safety equipment. The selected Proposer(s) shall be responsible for maintaining these vehicles in accordance with the highest safety and reliability standards.

The City expects the Proposer(s) to restore operational readiness, improve reliability, extend service life, reduce out-of-service time, and maintain compliance with applicable safety and operational standards.

2. PURPOSE

The City of South Fulton Fire Rescue Department operates a diverse fleet of emergency response apparatus and vehicles. The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified and experienced firms to provide fire apparatus refurbishment, rehabilitation, diagnostic, overhaul, repair, modernization, and return-to-service support for City-owned Fire Rescue apparatus on an as-needed basis.

The City intends to identify and select one or more Proposer(s) whose experience, certifications, facility capacity, service capability, and demonstrated ability best support the operational needs and readiness requirements of the Fire Rescue Department.

3. GENERAL REQUIREMENTS

1. Provide all labor, supervision, diagnostics, tools, testing equipment, materials, replacement components, transportation, project management, and technical expertise required to return apparatus to safe operational condition.
2. Perform full or partial rehabilitation based on apparatus condition, operational need, age, maintenance history, inspection findings, and available funding.
3. Perform all work in accordance with manufacturer specifications, accepted fire apparatus industry practices, and applicable federal, state, and local regulations.
4. Coordinate all work through the City's General Services Department and Fire Rescue leadership. No work shall proceed without written City authorization.
5. Clearly identify whether recommended repairs are safety-critical, mission-critical, preventive, optional, or deferred.

4. APPARATUS COVERED

1. Services may be requested for engines/pumpers, aerial ladder trucks, tower apparatus, rescue vehicles, medic/EMS units, battalion and command vehicles, specialty response vehicles, reserve fire apparatus, and support apparatus. Frontline units, reserve units, and apparatus affecting emergency response readiness may be prioritized at the City's sole discretion.

5. REQUIRED DIAGNOSTIC AND CONDITION ASSESSMENT

1. Initial condition assessment for each assigned apparatus, including current defect list, maintenance history review, safety concerns, operational readiness impacts, and estimated repair priority.
2. Written diagnostic report with findings, recommended corrective actions, itemized pricing, estimated completion date, parts lead times, and operational risk if deferred.
3. Photographic documentation of major deficiencies before repairs and after completion.
4. Identification of any component requiring outside specialty service, manufacturer involvement, third-party certification, or extended lead time.

6. MECHANICAL SYSTEM REHABILITATION

Engine, Emissions, and Cooling Systems

1. Diesel engine diagnostics, repair, overhaul, rebuild, or replacement.
2. Fuel delivery, turbocharger, oil system, exhaust system, belts, hoses, pumps, and cooling-system repairs.
3. DEF, DPF, EGR, manifold, sensors, aftertreatment, and emissions-system troubleshooting and repair.

7. TRANSMISSION, DRIVETRAIN, STEERING, AND SUSPENSION

1. Transmission diagnostics, PTO systems, driveshafts, axles, differentials, steering systems, alignment, suspension, and chassis operational components.
2. Roadworthiness corrections required to safely return apparatus to frontline or reserve service.

8. BRAKE SYSTEMS

1. Air brake, hydraulic brake, ABS, chambers, compressors, lines, fittings, and related safety components.

9. HVAC AND CAB CLIMATE SYSTEMS

1. Cab heating, air conditioning, compressors, condensers, evaporators, refrigerant systems, controls, and related components affecting crew safety and operational readiness.

10. FIRE PUMP, WATERWAY, AND SUPPRESSION SYSTEMS

1. Inspect, repair, overhaul, rehabilitate, replace, test, and certify fire pumps, valves, manifolds, intakes, discharges, plumbing, tanks, foam systems, leak points, pressure components, and waterways.
2. Perform flow testing, pressure testing, leak testing, and operational verification before returning to service when applicable.
3. Document testing results and provide certification or test records where required by applicable standard, manufacturer guidance, or City direction.

11. AERIAL DEVICE REHABILITATION

1. Hydraulic system repairs, stabilizers, outriggers, aerial operational systems, torque box inspections/repairs, ladder operational diagnostics, safety interlocks, controls, and structural assessments.
2. Aerial work shall be performed only by vendors with demonstrated fire apparatus, aerial-device experience, and appropriate technical capability.
3. Aerial apparatus shall not be released until operationally safe, verified, and accepted by the City.

12. ELECTRICAL, ELECTRONIC, AND EMERGENCY SYSTEMS

1. Emergency lighting, warning lights, sirens, multiplex systems, charging systems, alternators, wiring harnesses, switches, relays, control panels, batteries, apparatus electronics, and communication/electrical support systems
2. Verify full functionality of emergency systems before apparatus release.
3. Correct unsafe wiring, failed connectors, damaged harnesses, charging deficiencies, and electrical faults affecting reliability or emergency response readiness.

13. CAB, CREW AREA, STRUCTURAL, AND SAFETY COMPONENTS

1. Crew seating, seat restraints, SCBA mounts, door hardware, seals, dash systems, flooring required for safe operation, instrumentation, controls, and cab safety systems.
2. Welding, fabrication, structural reinforcement, compartment repairs, frame-related repairs, corrosion mitigation affecting safety/functionality, mounting systems, and equipment support repairs.
3. Structural repairs shall restore safe operational capability and maintain apparatus integrity.

14. EXCLUDED SERVICES

Unless specifically approved in writing by the City through a separate authorization, the following are excluded.

1. Full apparatus painting or repainting.
2. Cosmetic body refinishing, appearance-only upgrades, decorative modifications, graphics, and striping replacement.
3. Non-operational cosmetic restoration not tied to safety, corrosion control, or mission readiness.

4. Unauthorized add-ons, upgrades, or scope expansion beyond the approved estimate.

15. SERVICE LEVEL, AUTHORIZATION, AND COST CONTROL REQUIREMENTS

1. Provide written diagnostic findings, repair recommendations, itemized cost estimates, and estimated completion dates before work begins.
2. Obtain written City authorization before performing any repairs. No unauthorized work is permitted.
3. Notify the City immediately of hidden conditions, additional deficiencies, major parts delays, scope increases, or cost changes.
4. Provide weekly written status updates for major repairs and more frequent updates for emergency-priority units when requested.
5. Provide invoices broken down by apparatus, labor hours, labor rate, parts, subcontracted work, testing/certification, freight, shop supplies, and approved change items.
6. Do not exceed approved cost without written City approval.

16. EMERGENCY REPAIR PRIORITY AND OPERATIONAL READINESS

1. The City may designate apparatus as emergency-priority units where operational readiness affects emergency response capability.
2. Contractor shall demonstrate ability to expedite diagnostics, parts identification, repair planning, and repair execution for critical frontline or reserve apparatus.
3. Priority status may be assigned at the City's sole discretion and may include Truck 6, Truck 7, Engine 3, Engine 4, Engine 6, reserve engines, and other apparatus based on current fleet risk.

17. INSPECTION, TESTING, ACCEPTANCE, AND WARRANTY

1. Before returning, Contractor shall perform applicable road testing, mechanical operational testing, pump verification, hydraulic verification, electrical testing, safety system verification, and aerial operational verification when applicable.
2. Final acceptance shall be determined solely by the City following inspection and operational verification.
3. Rejected work shall be corrected at no additional cost when rejection is due to deficient workmanship, incomplete approved scope, or failure to meet required operational performance.
4. Contractor will warrant workmanship, labor, and replacement components. Workmanship warranty shall be no less than twelve (12) months.

18. SPECIFIC APPARATUS INVENTORY LIST

1. 2014 and 2016 Spartan Gladiators Pumpers.
2. Refurbishing ten (10) and twelve (12) year old pumpers.

3. Successful completion of pump testing and certification shall be required prior to final acceptance of any apparatus involving pump-related work.
4. All refurbished apparatus will be reserve status.

19. SPECIFIC NFPA EDITIONS

1. NFPA 1911
2. NFPA 1914
 1. Independently completed by UL Laboratories, coordinated and paid for by the vendor.
3. NFPA 1912 standard for Refurbished Apparatus.

20. SUBCONTRACTOR ALLOWED TO PERFORM

1. Pump certifications.
2. Aerial certifications.
3. EVT Inspection.

21. REPORTING REQUIREMENTS

1. NFPA and NFPA 10 Requirements.
2. Inspection reports, parts tracking, and labor detail will be required.

22. VENDOR QUALIFICATIONS

1. Minimum five (5) years of apparatus maintenance, refurbishment, or rehabilitation experience.
2. Demonstrated municipal emergency vehicle experience and ability to service heavy emergency vehicles.
3. Appropriately trained technicians: preference may be given to EVT-certified technicians and vendors with documented fire apparatus rehabilitation experience.
4. Adequate shop facilities, tooling, diagnostic equipment, lifting capacity, testing capability, project management, and parts-sourcing capacity.
5. Ability to provide references for similar fire apparatus refurbishment, aerial-device, pump, chassis, or rehabilitation work.

2. PROJECT DESCRIPTION

1. This Request for Proposal intends to obtain the services from a qualified Proposer to provide fire apparatus refurbishment, rehabilitation, diagnostic, overhaul, repair, modernization, and return-to-service support for City-owned Fire Rescue apparatus on an as-needed basis. Services rendered by the Proposer should occur at the Proposer's service facility.
2. For all work tasks covered in this Contract, the Proposer shall employ qualified technicians to perform the specific diagnostic check, maintenance, repair task, or performance tests on Spartan Fire Rescue fleet.
3. Proposer shall provide proof that Technicians have a minimum of five (5) years' apparatus maintenance, refurbishment, or rehabilitation experience.
4. All proposals must be made based on, and either meet or exceed, the requirements. The detailed Scope of Work shall be incorporated in any Contract resulting from the successful proposer.
5. The extent and character of the services to be performed by the Proposer shall be subject to general control and approval of the City of South Fulton (COSF) Fleet Manager or his authorized representative(s). The Proposer shall not comply with requests and/or orders issued by anyone other than the City of South Fulton Fleet Manager or his authorized representative(s), including, but not limited to, the General Services Director acting within his/her authority for the City. Any change to the Contract must be approved in writing by the Director of Procurement of the City of South Fulton.
6. The Contract shall cover the period from Contract signing through one year. This Contract may be renewed at the expiration of the initial term at the request of the City and agreed upon by the Proposer. The renewal may be for up to three (3) additional (1) one-year periods. Any renewal periods shall be based on the same terms and conditions as the initial term, except for the price or rates. Initial prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term, or any future renewal period, shall be limited to the prior year's increase in the Consumer Price Index for all urban consumers (CPI-U) (unadjusted for seasonal changes) for the current twelve (12) month period.

7. If a delay of more than 24 hours is foreseen in either response time or completion of the work, the Proposer shall immediately notify the City of South Fulton Fleet Manager. The Proposer must keep the city advised of the order's status at all times. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the city to purchase supplies or services elsewhere. If the Contractor anticipates that any apparatus will remain out of service beyond the estimated completion date, the Contractor shall provide written notice to the City stating the cause of delay, parts status, revised completion estimate, interim risk, and any recommended mitigation. Repeated failure to meet promised turnaround times may constitute a performance deficiency and grounds for corrective action, work reassignment, contract remedies, or termination for cause.
8. The Proposer acknowledges and understands that its employees may have access to proprietary, business, or other confidential information belonging to the City of South Fulton. Therefore, except as required by law, the Proposer agrees that its employees will not:
 - 8.1. Access or attempt to access data unrelated to their job duties or authorizations related to the Contract.
 - 8.2. Access or attempt to access information beyond their stated authorization.
Disclose to any other person or allow any other person access to any information related to the City, any of its facilities, or any other user of the Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes, and/or any other transmission or sharing of data.
9. The Proposer shall have a minimum of five (5) years of fire apparatus maintenance, refurbishment, or rehabilitation experience. Demonstrated municipal emergency vehicle experience and ability to service heavy emergency vehicles. All proposals must be made based on, and either meet or exceed, the requirements contained herein. The detailed Scope of Work shall be incorporated in any Contract resulting from the successful proposer.
10. The extent and character of the services to be performed by the Proposer shall be subject to general control and approval of the City of South Fulton Fleet Manager or his authorized representative(s). The Proposer shall not comply with requests and/or orders issued by anyone other than the City of South Fulton Fleet Manager or his authorized representative(s), including, but not limited to, the General Services Director acting within his/her authority for the City. Any change to the Contract must be approved in writing by the Director of Procurement of the City of South Fulton and the Proposer.
11. Time is of the essence. Should the Proposer fail to deliver the proper services or item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the City of South Fulton Fleet Manager or his/her designee, or should the

Proposer fail to make a timely replacement of rejected items when so requested, the City may purchase services or items of comparable quality in the open market to replace rejected or undelivered services or items.

12. By law, the City of South Fulton will not receive any materials, products, or chemicals that may be hazardous to an employee's health unless accompanied by a Safety Data Sheet (SDS) when received. The City will review this SDS, and if approved, the materials, products, or chemicals can be used. If the SDS is rejected, the Proposer must identify a substitute that will meet the City's criteria for approval.
13. The Proposer understands that the City, or others, may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies should such disclosure occur. Further, the Proposer understands that violations of this provision may result in Contract termination.
14. The Proposer further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the City of South Fulton Fleet Manager's written consent and then only in strict accordance with prevailing laws. The Proposer shall hold all information provided by the City as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.
15. The Proposer warrants that its facility complies with all applicable local, state, and federal regulations and will remain compliant during the Contract term. The City may inspect the facility and its operations during the Contract term during regular business hours.
16. The Proposer is responsible for the security of any units in its custody. Proposer's custody includes any on-site work activity at a City facility by the Proposer; The Proposer's transport of any unit from its City-assigned location to the Proposer's place of business or other off-site facility; the return transport of the unit to its assigned location; and any period that the unit is located at the Proposer's place of business or other off-site facility. The Proposer is responsible for all costs associated with correcting damage attributable to the Proposer while the unit is in the Proposer's custody. While in the Proposer's custody, apparatus/vehicles shall be within a secure gated area. Keys will be secured, not left in vehicles, and vehicles will be locked.
17. The Proposer will ensure that any employees operating city-owned vehicles are appropriately licensed to operate the specified vehicle, including but not limited to a valid Georgia Operator or Commercial Driver's License with appropriate endorsements as required for the vehicle being operated. Proposer and its employees will follow all applicable state and local laws when test driving or transporting city-owned vehicles and immediately report any infractions, tickets, warnings, etc. to the COSF Fleet Manager.

18. Proposer agrees only to install parts that meet standards for the specified purpose. This includes all replacement parts must meet or exceed OEM standards for driveline only. COSF has the right to specify and/or supply certain installed parts purchased through state or contract purchase agreements, including but not limited to OEM parts or approved equivalent. The Proposer may not substitute COSF-specified parts without first notifying the COSF fleet manager or authorized representative. COSF may approve purchasing or supplying used/recycled parts for installation in non-safety-related applications. Proposer will provide a minimum 12 months workmanship warranty to cover labor, installation, replacement, or adjustment of any repairs or work completed. The Proposer will comply with and honor the warranty provisions for any parts supplied, either OEM or aftermarket not for driveline. COSF may approve used or remanufactured parts only for non-safety related applications. Any parts installed or work performed that are stated as “no warranty” will be clearly documented.
19. Each time services are completed on vehicles, the Proposer shall document the results, findings, and actions taken in a professional format. As part of their bid, the Proposer shall submit copies of the service documentation they will use to inspect, maintain, repair, and test City vehicles. This documentation shall demonstrate that the Proposer’s procedures meet or exceed the Contract-required service levels. The original copies of all service documentation shall be submitted along with the invoice for payment. In addition to recording the results, findings, and actions taken, the service documentation shall contain the following information:
 - a. Date services were performed.
 - b. Work Order Number.
 - c. Name of technician that performed the services.
 - d. Location where services were performed.
 - e. Unit Designation/City vehicle number
 - f. Vehicle identification Number (VIN)
 - g. Odometer reading in
 - h. Odometer reading out
 - i. Name or person/officer/employee presenting the vehicle for repair or maintenance service to the Proposer.
 - j. Clear description of complaints to be addressed.
 - k. Provide a clear description of the diagnostics and repairs performed to correct the complaints.
 - l. Labor hours charged per repair.
 - m. Itemized part numbers for all materials and parts used for repairs or maintenance, which are noted as OEM for driveline only or aftermarket parts, not for driveline.
 - n. Itemized shipping charges if applicable for non-stocked or specialty parts or materials.

- o. All repairs and recommendations will comply with all current motor vehicle safety standards and also comply with all federal emission standards including those set forth in the Georgia Clean Air Force requirements. Under no circumstances will any emission systems be tampered with, removed or modified to improve performance or to circumvent or bypass emission controls or fraudulently getting a vehicle to meet emission compliance.

Awarded shops must be able to perform repairs on a variety of manufacturers and models. The City of South Fulton currently operates but is not limited to the following Fire Rescue Heavy-Duty vehicles:

Spartan vehicles that are in need of refurbishment. These vehicles may change at any time.



ATTACHMENT A REQUIRED FORM SUBMITTALS

City of South Fulton, Georgia

RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service

Attachment A – Required Form Submittals

F6.1 NON-CONFLICT OF INTEREST

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

Proposer certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of South Fulton, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Proposal.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

City of South Fulton, Georgia
RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service
Attachment A – Required Form Submittals

F6.2 NON-COLLUSION AFFIDAVIT

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

The Proposer making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive proposing in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of South Fulton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

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

(Name of Bidder)

(Signature of Bidder)

Subscribed and sworn to before me

This ____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____
My Commission expires _____, 20____

F6.3 CERTIFICATE OF AUTHORITY – JOINT VENTURE

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

I, _____, (1) certify that:

- 1 I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
- 2 Venturer is a partner and participation in the joint venture having submitted the Request for Proposal or Invitation to Bid No. _____ for

RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service

- 3 Venturer is organized and incorporated to do business under the laws of the State of ____;
and
- 4 Said Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Proposer pursuant to the authority of the governing body of each and within the scope of its corporate powers.

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

This _____ day of _____, 20_____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

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

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

City of South Fulton, Georgia

RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service

Attachment A – Required Form Submittals

F 6.4 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A.

§ 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of City of South Fulton (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract period, and the undersigned Contractor will Contract for the physical performance of services in satisfaction of such Contract only with 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

City of South Fulton, Georgia
Name of Public Employer

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

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the _____ day of _____, 20____.

Notary public

My Commission Expires: _____

City of South Fulton, Georgia
RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service
Attachment A – Required Form Submittals

F6.5 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a Contract with (_____) (name of Contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, 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 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 Subcontractor to the contractor within five business days of receipt. If the undersigned Subcontractor receives notice of receipt of an affidavit from any Subcontractor that has contracted with a Subcontractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

City of South Fulton, Georgia
Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (City), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public (Seal)

My Commission Expires: _____

SUBCONTRACTOR, SUPPLIER, AND SPECIALTY REPAIR VENDOR INFORMATION FORM

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

Please list all proposed Subcontractors below:

1. TYPE OF WORK: _____

2. TYPE OF WORK: _____

3. TYPE OF WORK: _____

4. TYPE OF WORK: _____

(Make additional copies as necessary)

F6.7 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, as an authorized agent of the Proposer, acknowledge that the Proposer shall comply fully and timely with all insurance requirements contained in the City's Request for Proposals No. 26-29, Fire Apparatus Refurbishment and Rehabilitation Service. Proposer understands that it is responsible for communicating the City's insurance requirements to its insurance broker, agent, and carrier, and for furnishing compliant certificates of insurance and endorsements within the time required by the City following notice of intent to award or contract transmittal. Proposer further acknowledges that failure to satisfy the City's insurance requirements within the time specified by the City may result in withdrawal of award, cancellation of negotiations, or other remedies permitted by law.

Date: _____, 20____.

Corporate Proposer

Signature

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

Non-Corporate Proposer

Signature

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

City of South Fulton, Georgia
RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service
Attachment A – Required Form Submittals

F6.8 DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to O.C.G.A. § 50-24-1, every public contractor with 500 or more employees, and every subcontractor with 500 or more employees, must certify that they will provide a drug-free workplace.

By executing this certification, the undersigned certifies that the company named below complies with the Georgia Drug-Free Workplace Act and has implemented a program to maintain a drug-free workplace.

Signature: _____

Printed Name & Title: _____

Company Name: _____

City of South Fulton, Georgia
RFP 26-29, Fire Apparatus Refurbishment and Rehabilitation Service
Attachment A – Required Form Submittals

F6.9 ISRAEL BOYCOTT CERTIFICATION

Pursuant to O.C.G.A. § 50-5-85, the State of Georgia requires that any company entering into a contract with a public entity for goods or services with a value of \$100,000 or more, and employing 10 or more employees, must certify that it is not currently engaged in, and agrees for the duration of the contract not to engage in a boycott of Israel.

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

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

Executed on this ____ day of _____, 20____.

Authorized Representative (Signature)

Printed Name & Title

Company / Firm Name

Address

Phone / Email



**ATTACHMENT B
INSURANCE REQUIREMENTS**

ATTACHMENT B INSURANCE REQUIREMENTS

Insurance Tailoring Statement. The insurance requirements set forth herein are intended to address the risks associated with heavy duty fleet maintenance and repair services, including shop operations, mobile field service, roadside response, transport, testing, and custody of City owned apparatus. Any insurance requirement not reasonably related to such services shall be interpreted narrowly and, if necessary, may be modified by written addendum prior to award or by mutual written agreement at contract execution, provided that no such modification shall materially prejudice the competitive process.

A. Insurance Requirements

1. Statutory Workers' Compensation Insurance Employers Liability:
Bodily Injury by Accident - \$1,000,000 each accident Bodily Injury by Disease - \$1,000,000
policy limit Bodily Injury by Disease - \$1,000,000 each employee
2. Commercial General Liability Insurance
 - 2.1 \$2,000,000 limit of liability per occurrence for bodily injury and property damage.
 - 2.2 The following additional coverages must apply:
 - 2.2.1 1986 (or later) ISO Commercial General Liability Form
 - 2.2.2 Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - 2.2.3 Blanket Contractual Liability
 - 2.2.4 Broad Form Property Damage Including Pollution.
 - 2.2.5 Severability of Interest
 - 2.2.6 Personal Injury (deleting both contractual and employee exclusions)
3. Auto Liability Insurance
 - 3.1 \$2,000,000 limit of liability per occurrence for bodily injury and property damage.
 - 3.2 Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles.
 - 3.3 Additional Insured Endorsement.
 - 3.4 Contractual Liability.
4. **Custody and Control of City Apparatus.** Contractor acknowledges that it may have possession, custody, or control of City apparatus, equipment, keys, and related property during transport, storage, diagnosis, repair, field service, or testing. Contractor shall maintain insurance or equivalent financial responsibility reasonably sufficient to address loss of or damage to City property while in Contractor's custody or control, subject to any deductibles or limitations expressly disclosed to and accepted by the City in writing.

5. **Garage, Mobile Service, and Vehicle Operations Exposure.** Contractor's liability and automobile coverages shall be sufficient to address garage operations, mobile field service, transport, testing, loading and unloading, and damage arising from Contractor's operations involving City apparatus and related vehicles.
6. The City of South Fulton (and any applicable Authority) shall be shown as an additional insured on General Liability, Auto Liability, and noted accordingly on the Certificate of Insurance.
7. The cancellation provision should provide 30 days' notice of cancellation.
8. Certificate Holder shall read: City of South Fulton
5440 Fulton Industrial Blvd. SW Atlanta, GA 30336
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
10. Insurance Company shall be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific proposal/contract by project name and project/proposal number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.
13. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the City.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

15. No Contractor, subcontractor, supplier performing on site services, or specialty repair vendor performing material work under the resulting contract shall commence work until all applicable insurance requirements have been satisfied and evidence of compliance acceptable to the City has been provided.
16. The Contractor shall agree to waive all rights of subrogation against the City, Council Members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the Contractor or their insurer relating to a city project will be made available to the City upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.



ATTACHMENT C – PROPOSAL COST FORM

ATTACHMENT C – PROPOSAL COST FORM

Cost and Technical Proposals must be submitted separately, electronically, via Bidnet. Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for providing preventive maintenance and repair services as specified in Appendix “A”, Scope of Services.

The Proposer shall complete all pricing fields below. Incomplete pricing may render a Proposal non-responsive. All prices shall be fully burdened and inclusive of overhead, supervision, consumables, ordinary tools, administrative expense, profit, and all other costs necessary to perform the services unless expressly identified as a reimbursable item in this form. Cost plus percentage of cost pricing is prohibited.

CERTIFICATION OF NONCOLLUSION IN PROPOSAL PREPARATION

(Signature)

(Date)

The City of South Fulton requires that all who enter into a contract for the physical performance of services with the City of South Fulton must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in a manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this proposal is accepted by the City of South Fulton, City Council within ninety (90) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted within the time specified in the proposal schedule.

LEGAL BUSINESS NAME:

(If your company is an LLC, you must identify all principals to include address and phone numbers in your submittal)

FED TAX ID _____

ADDRESS:

Does the Proposer qualify as a Local Proposer, as defined in the RFP’s Local Proposer Preference provision? Yes or No

If yes, attach supporting documentation demonstrating eligibility for Local Proposer Preference

points.

REPRESENTATIVE SIGNATURE: _____
_____ PRINT

AUTHORIZED REPRESENTATIVE'S NAME: _____
_____ TELEPHONE
_____ FAX: _____
_____ E-MAIL

NUMBER:

ADDRESS

Proposal Cost Form:

FIRE APPARATUS REFURBISHMENT & REHABILITATION SERVICES

Proposers must submit pricing using the following format.

City of South Fulton, Georgia

General Services Department / Fire Rescue

1. PROPOSER INFORMATION

Item	Response
Company Name	_____
Address	_____
Contact Person	_____
Phone	_____
Email	_____
Years of Fire Apparatus Experience	_____
EVT Certified Technicians (Y/N)	_____
OEM Certifications	_____

2. LABOR RATE SCHEDULE

Description	Unit	Proposed Rate
Standard Technician	Hour	\$ _____
EVT-Certified Technician	Hour	\$ _____
Diagnostic Labor	Hour	\$ _____
Emergency / After Hours	Hour	\$ _____
Weekend/Holiday Labor	Hour	\$ _____
Mobile Service Technician	Hour	\$ _____

3. MECHANICAL REHABILITATION PRICING

(Per Scope Requirements)

Service	Unit	Price
Engine Diagnostic Assessment	Each	\$_____
Engine Overhaul Labor	Hour	\$_____
DPF Cleaning / Repair	Each	\$_____
DEF System Diagnostics	Each	\$_____
EGR Repair	Each	\$_____
Emissions System Diagnostics	Each	\$_____
Cooling System Diagnostics	Each	\$_____
Cooling System Repair Labor	Hour	\$_____
HVAC Diagnostics	Each	\$_____
HVAC Repair Labor	Hour	\$_____
Transmission Diagnostics	Each	\$_____
PTO Repair Labor	Hour	\$_____
Turbocharger Repair Labor	Hour	\$_____
Steering Repair Labor	Hour	\$_____
Suspension Repair Labor	Hour	\$_____
Differential Repair Labor	Hour	\$_____
Driveshaft Repair Labor	Hour	\$_____
Air Brake Diagnostics	Each	\$_____
Brake System Repair Labor	Hour	\$_____
Roadworthiness Inspection	Each	\$_____

Service	Unit	Price
Engine Overhaul Labor	Hour	\$_____

Unit prices are intended for evaluation purposes only and do not represent guaranteed quantities of work. Actual repairs may vary based on apparatus condition, diagnostic findings, approved scope, and operational requirements.

4. FIRE PUMP / WATERWAY / SUPPRESSION SYSTEMS

Service	Unit	Price
Pump Flow Test	Each	\$_____
Pressure Test	Each	\$_____
Leak Test	Each	\$_____
Pump Certification	Each	\$_____
Waterway Repair	Hour	\$_____
Foam System Service	Each	\$_____

Must include operational verification and certification documentation.

5. AERIAL DEVICE REHABILITATION

Service	Unit	Price
Torque Box Inspection	Each	\$_____
Hydraulic Diagnostics	Each	\$_____
Stabilizer / Outrigger Repair	Hour	\$_____
Ladder Operational Testing	Each	\$_____
Aerial Certification	Each	\$_____

For vendors with demonstrated aerial apparatus capability.

6. ELECTRICAL / EMERGENCY SYSTEMS

Service	Unit	Price
Electrical System Diagnostics	Each	\$_____

Service	Unit	Price
Multiplex Diagnostics	Each	\$_____
Multiplex Repair Labor	Hour	\$_____
Charging System Diagnostics	Each	\$_____
Alternator Replacement Labor	Hour	\$_____
Wiring Harness Repair Labor	Hour	\$_____
Battery Replacement Labor	Hour	\$_____
Emergency Warning System Diagnostics	Each	\$_____
Emergency Lighting Repair	Each	\$_____
Siren System Repair	Each	\$_____
Control Panel Diagnostics	Each	\$_____
Communication System Diagnostics	Each	\$_____

Emergency systems must be verified prior to release.

7. STRUCTURAL / CREW SAFETY COMPONENTS

Service	Unit	Price
Welding/Fabrication	Hour	\$_____
Structural Reinforcement	Hour	\$_____
Corrosion Mitigation	Hour	\$_____
SCBA Mount Repair	Each	\$_____
Seat Restraint Repair	Each	\$_____

8. TRAVEL CHARGES

Service	Unit	Price
Travel Time	Hour	\$_____

Service	Unit	Price
Mileage	Mile	\$_____
Mobilization Fee	Each	\$_____
Minimum Service Call	Each	\$_____

9. MARKUPS & COST CONTROLS

Category	Proposed %
OEM Parts Markup	_____ %
Aftermarket Parts Markup	_____ %
Remanufactured Parts Markup	_____ %
Freight Markup	_____ %
Shop Supplies Markup	_____ %
Subcontracted Service Markup	_____ %

Markup percentages shall represent the maximum allowable markup over vendor cost and shall remain fixed for the duration of the contract unless otherwise approved by the City.

10. WARRANTY

Item	Response
Labor Warranty	_____ Months
Parts Warranty	_____ Months
Workmanship Warranty	_____ Months
Emergency Warranty Response Time	_____

11. SAMPLE APPARATUS SCENARIO PRICE PROPOSAL

Engine 6 Emergency Rehabilitation Scenario

Known Conditions

DPF emissions issue
EGR concern
Cooling system issue
HVAC deficiency
Pump operational issue
Electrical charging concern



EXHIBIT A – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request For Proposal. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this Proposal, Proposer agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. GENERAL. These provisions are standard for City contracts unless modified by this solicitation or the resulting agreement. In the event of a conflict between these General Terms and Conditions and the specific provisions of this RFP or the resulting contract, the more specific provision shall control.
2. METHOD OF SOURCE SELECTION. This procurement is being conducted in accordance with the City of South Fulton Code of Ordinances and applicable procurement law governing competitive sealed proposals and negotiated procurements. The source selection method for this solicitation is a **Request for Proposals** using a best value evaluation process. The City may evaluate technical merit, experience, capacity, price, risk, references, service capability, and other factors stated in this RFP. The City may conduct clarifications, request supplemental information, establish a competitive range, conduct interviews or presentations, request Best and Final Offers, and negotiate final contract terms, all as permitted by law and this solicitation.
3. SUBMISSION OF RESPONSES. Responses must be submitted for Proposal on-line via the City of South Fulton's BidNet portal at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. Response to Request for Proposal must be received no later than 2:00 p.m. on the date indicated.
4. STATE OF GEORGIA IMMIGRATION REQUIREMENT. Effective July 1, 2013, State law requires that all contracts for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, of the State Bar of Georgia) must comply with the Illegal Immigration Reform and Enforcement Act. The City cannot enter into a contract for the physical performance of services unless the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify. Before a proposal for any such services is considered by the City, the proposal shall include a signed, notarized affidavit from the Contractor attesting the affiant has registered with, is authorized to use, and uses the federal work authorization program.
5. AMENDMENTS TO THE REQUEST FOR PROPOSAL. Any amendment to pricing is valid only if in writing and issued by the City.

6. ADDENDUM. Revision to the Request for Proposal issued by the City prior to the receipt of proposals.
7. NON-COLLUSION. Proposer certifies that this proposal is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Proposer further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Proposal agrees to abide by all conditions of this proposal and certifies that person signing is authorized to sign this proposal for the proposer.
8. CONFLICT OF INTEREST. Proposer states that no City officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the City.
9. BASIS OF AWARD. The City shall award to the proposer(s) with the best overall technical and cost proposal that complies with the provisions of the Request for Proposal. The following criteria may be considered by the City in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Proposer preferences. The City reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the City.
10. SAMPLES. Samples of items when required, must be furnished free of expense to the City and upon request, be returned to the Proposer at the Proposer's expenses. Samples of selected items may be retained for comparison purposes.
11. NEW. All items proposed must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by the City of South Fulton in the written specifications.
12. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Proposer may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The City reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects.

If Proposer fails to name a substitute, goods identical to the published standard must be furnished.

13. INDEMNIFICATION. Proposer/Proposer hereby agrees to release, indemnify, defend and hold harmless the City, it's Commissioners, officers, employees, subcontractors, 7successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its' directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreement.
14. TAXES. The City of South Fulton is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
15. DELIVERY. All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. RIGHTS AND REMEDIES OF CITY FOR DEFAULT. If any item furnished by the Proposer fails to conform to specifications, or to the sample submitted by the Proposer, the City may reject it. Upon rejection, the Proposer must promptly reclaim and remove such item without expense to the City, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Proposer fails to do so, the City has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Proposer the difference between the prices named in the purchase order and the actual cost to the City. If the Proposer fails to make prompt delivery of any item, the City has the right to purchase such item in the open market and to deduct from any monies due the Proposer the difference between the prices named in the purchase order and the actual replacement cost to the City. The rights and remedies of the City identified above are in addition to any other rights and remedies provided by law or under the purchase order.
17. INVOICES AND PAYMENT TERMS. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The City payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty(20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the City and the correct invoice is received by Accounts Payable.

Submittal of Invoices: Invoices shall be submitted as follows: Via Mail:

City of South Fulton

Attn: Finance Department – Accounts Payable 4715 Frederick Drive

City of South Fulton, GA 30336 OR

Via Email:

Email: AccountsPayable@CityofSouthFultonGa.Gov

At minimum, original invoices must reference all of the following information:

18. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Proposer about applicable law is not a defense.
19. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Proposer without the express written approval of the City, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
20. **REJECTION OF PROPOSAL.** Proposals may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. The City reserves the right to waive minor technicalities or irregularities of proposal.
21. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the City may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) day, be terminated. Further, the City reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
22. **DEBARMENT.** If a Proposer is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Proposer must provide the City with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in disqualification of your proposal from consideration or termination of the purchase order, once awarded.
23. **RIGHT TO PROTEST.** Any actual Proposer or offeror that has submitted a proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the Procurement agent after the date that the specific proposal is submitted. No protest will be accepted or considered prior to the date the specific proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protest arising from factual or legal bases that the protestor knew or should have known prior to the submission of the proposal must be submitted within three business days of the submission of the proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the Procurement agent and will be simply denied as untimely. Decisions on timeliness by the Procurement agent are not appealable.

24. **BINDING AUTHORITY.** The individual submitting this Proposal must have binding authority to submit contracts on behalf of the responding company. By submitting a response, Proposer agrees that their quote is an offer to sell. All proposers shall comply with all City of South Fulton purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the American with Disabilities Act.
25. **WARRANTY.** The award Proposer(s) warrants services performed, and replacement parts provided in performing such services against defects in material and workmanship at the minimum of twelve (12) months from the date a service was performed, or a part provided. Any unit and/or replacement part determined to be defective shall be re-serviced by the Proposer without any additional charge to CoSF. If affected unit and/or part needs to be shipped to Proposer, it shall be the responsibility of the Proposer to provide for all shipping expenses.