



RFP NUMBER 16-119-C

For

**REQUEST FOR PROPOSALS FOR
ON CALL CONSTRUCTION SERVICES**

**PROPOSALS DUE: No later than April 28, 2016, 2:00 PM EST in hard copy.
Electronic submissions via e-mail or fax will NOT be accepted.**

Questions should be directed in writing to City of Roswell Purchasing Division,
via e-mail to:

purchasing@roswellgov.com

**Submit Proposals to:
City of Roswell
Purchasing Division
38 Hill Street, Suite 130
Roswell, Georgia 30075**

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PROPOSAL LETTER

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals RFP 16-119-C On Call Construction Services for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Roswell, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Roswell ("City").

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

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror _____

Date _____

Print/Type Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFP CHECKLIST

10 Critical Things to Keep in Mind When Responding to an RFP for the City of Roswell

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference may be mandatory.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the Buyer by the due date listed in the *Schedule of Events* and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Cities’ website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume any of the Cities or Evaluation Committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with one of the Cities. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, etc.
8. _____ **Check the City’s website for RFP addenda.** Before submitting your response, check the City’s website at <http://www.roswellgov.com/bids.aspx> to see whether any addenda were issued for the RFP. **If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.**
9. _____ **Review the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.
10. _____ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

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

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	March 30, 2016
Deadline for Receipt of Written Questions	April 21, 2016(2:00 PM)
Deadline for Posting of Written Answers to City’s Website	April 25, 2016
RFP Response Due Date	April 28, 2016 (2:00 pm)
Anticipated Award Date.....	May, 2016

(All time references in this document are to be understood as local, Eastern Time for our City, Roswell, GA.)

PROJECT OVERVIEW

The City of Roswell Council, the governing authority of City of Roswell, Georgia (“the City”), through its Environmental Public Works Department, requests sealed proposals to The City of Roswell for On Call Construction Services. The City reserves the right to award contracts to multiple vendors to provide the services outlined within the scope of work of this Request for Proposal.

SECTION 1: RFP INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Proposals (the “RFP”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer:	Charise Glass
Address:	38 Hill Street Roswell, GA 30075
Telephone Number:	770-641-3718
E-mail Address:	purchasing@roswellgov.com

1.2 Required Review

- 1.2.1 **Review RFP:** Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFP.
- 1.2.2 **Addenda:** The City of Roswell may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the City’s website alongside the posting of the RFP at <http://www.roswellgov.com>. Addenda will become part of the proposal documents and subsequent contract. Offerors must sign and return any addendum with their RFP response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.
- 1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Buyer referenced above on or before **April 21, 2016**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.
- 1.2.4 **The City of Roswell’s Answers:** The City of Roswell will provide by **April 25, 2016**, an official written answer to all questions received within the period stipulated under *Section 1.2.3*. The City of Roswell’s response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City of Roswell. Any formal written addendum will be posted on the City’s website alongside the posting of the RFP at <http://www.roswellgov.com> by the close of business on the date listed. Offerors must sign and return any addendum with their RFP response.

1.3 Pre-Proposal Conference

There is no pre-proposal conference scheduled for this procurement

1.4 Submitting a Sealed Proposal

- 1.4.1 **Organization of Proposal:** Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis in each proposal shall be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

Proposals shall be submitted in two parts: Technical Proposal and Cost Proposal. Offerors must organize their proposals in the following format with tabs separating each section:

A. Technical Proposal

1. Proposal Letter – Offeror's authorized representative(s) shall complete and sign the Proposal Letter on page 4 of this RFP and return it with the proposal.
2. *Section 3, Scope of Project/Specifications* – Offeror shall respond comprehensively and clearly to the requirements of *Section 3.1* and shall include all documents, information, exceptions, clarifications, etc., as requested therein. Number the responses so they are keyed to the paragraph of the RFP that the response addresses. If the Offeror cross-references supplemental materials as enclosures or appendices or annexes to the proposal, be sure that this information is numbered in the supplemental materials showing exactly what paragraph in the RFP the supplemental material is addressing.
3. Standard Forms – Offeror's authorized representative(s) shall complete the standard forms attached to the contract provided upon award. The standard forms include legal requirements that must be met before formal negotiations can be completed and the award process commenced.
4. Addenda – if any addenda have been issued, complete, sign and return Page 1, Addendum Acknowledgement (for each addenda issued) with proposal.
5. THE TECHNICAL PROPOSAL MUST NOT INCLUDE ANY COST FIGURES.

B. Cost Proposal

1. Cost Proposal Format – Offerors must present a Cost Proposal response as outlined in *Section 4*. The Cost Proposal format outlined in *Section 4* will be used as the primary representation of each Offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Offeror's cost/price. Do not qualify the Cost Proposal with "If ..., then" statements. A qualified Cost Proposal may be rejected and not be further considered.
2. Proposal Price Certification - Offeror's authorized representative(s) shall complete and sign the Proposal Price Certification contained herein and return it with the Cost Proposal.
- 3.

- 1.4.2 **Failure to Comply with Instructions:** Offerors failing to comply with these instructions may be subject to scoring reductions. The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.
- 1.4.3 **Multiple Proposals:** Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document. Multiple proposals must be submitted in separate envelopes and marked plainly to notify that each envelope contains a separate and single proposal response.
- 1.4.4 **Copies Required and Deadline for Receipt of Sealed Proposals:** All proposals must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:
- A. Technical Proposal:
 - i. One (1) hard copy marked “Original” with original signatures; and
 - ii. One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.
 - B. Cost Proposal:
 - i. One (1) hard copy marked “Original” with original signatures shall be submitted in a separate, sealed opaque envelope marked “Cost Proposal” with the Offeror’s name, address, RFP #, RFP Name, and Due Date/Time. Additional Cost Proposal sheets shall not be included in proposal original or copies.
 - C. Proposals must be received sealed and at the Purchasing Office of the location noted on the Cover Page prior to **2:00 PM (EST), on April 28, 2016**. Facsimile or e-mail responses to requests for proposals are NOT accepted.
- 1.4.5 **Late Submissions, Withdrawals, and Corrections:**
- A. **Late Proposal:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror’s sole risk to assure delivery to the Purchasing Office by the designated time. Late proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
 - B. **Proposal Withdrawal:** An Offeror requesting to withdraw its proposal prior to the RFP due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
 - C. **Proposal Correction** If an obvious clerical error is discovered after the proposal has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made.

Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

1.5 Offeror's Certification

- 1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.
- 1.5.2 **Offeror's Signature:** All signatures required in the proposal on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Roswell from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.
- 1.5.3 **Offer in Effect for 120 Days:** Except in rare cases as described in *Section 1.3.5*, a proposal may not be corrected, withdrawn, or canceled by the Offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the proposal.

1.6 Cost of Preparing a Proposal

- 1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of its proposal.
- 1.6.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this RFP become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this RFP process.

SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

2.1. Authority

This RFP is issued under the authority of the City of Roswell.

2.2. Receipt of Proposals and Public Inspection

2.2.1 **Public Information:** During the opening of sealed proposals, only the name of each Offeror shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.2.2 **Buyer's Review of Proposals:** Upon opening the sealed proposals received in response to this RFP, the Buyer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in *Section 2.2.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- Proposal does not contain confidential material in the cost/price section; and
- An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

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

2.3. Classification and Evaluation of Proposals

2.3.1 **Initial Classification of Proposals as Responsive or Nonresponsive:** All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. Proposals found nonresponsive may not be considered further.

2.3.2 **Determination of Responsibility:** The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

- 2.3.3 **Evaluation of Proposals:** The Evaluation Committee will evaluate the remaining proposals and make a recommendation to Mayor & Council or, if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the recommended Offeror. Responsive proposals will be evaluated based on stated evaluation criteria (*Section 5*). In scoring against stated criteria, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors.
- 2.3.4 **Completeness of Proposals:** Selection and award will be based on the Offeror’s proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.
- 2.3.5 **Opportunity for Discussion/Negotiation and/or Oral Presentation/ Product Demonstration:** After receipt of all proposals and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP responses or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City of Roswell to discuss technical and contractual aspects of their proposals. Oral presentations and product demonstrations, if requested, shall be at the Offeror’s expense.
- 2.3.6 **Best and Final Offer:** The “best and final offer” is an option available to the City of Roswell under the RFP process which permits the City of Roswell to request a “best and final offer” from one or more Offerors if additional information is required to make a final decision. The decision to seek “best and final offer” is at the sole discretion of the City. Offerors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.
- 2.3.7 **Committee Recommendation for Award:** The Evaluation Committee will provide a written recommendation for award to the Buyer that contains the ranking and related supporting documentation for its decision. The Buyer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the Evaluation Committee’s recommendation.
- 2.3.8 **Negotiation:** Upon recommendation from the Evaluation Committee, the Buyer may begin negotiations with the responsive and responsible Offeror whose proposal that is the advantageous to the City of Roswell. If negotiation is unsuccessful or the highest-ranked Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City of Roswell may terminate negotiations and begin negotiations with the next highest-scored Offeror.
- 2.3.9 **Contract Award:** Award, if any, will be made based on the determination of Mayor & Council.

2.4. Roswell's Rights Reserved

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

- Cancel or terminate this RFP at any time. A notice of cancellation will be issued on the Roswell website. If the RFP is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its proposal. Proposals may be returned upon request if unopened;
- Reject any or all proposals received in response to this RFP,
- Make a contract award, based directly on the proposals received, determined to be in the best interest of the City, in its sole discretion,
- Enter into further discussions with one or more Offerors;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the City of Roswell; or
- Terminate any contract if the City of Roswell determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SCOPE OF SERVICES/ OFFEROR INFORMATION

3.1 SCOPE OF PROJECT

The City of Roswell is requesting proposals to provide on call construction services for the Public Works/Environmental Department. Major project categories include waterline and stormwater infrastructure construction and replacement; however, other water resources projects may be needed.

Waterline projects include construction of new or replacement water supply lines, services lines, and appurtenances. Projects include labor, materials and equipment to complete all aspects of waterline construction including pre-construction meeting, initial and on-going erosion control, installation of valves, valve actuators, supply line and service line replacement, hydrant replacement, line removal, line abandonment, replacement of landscape, site cleanup, and maintenance of erosion control measures as vegetation is reestablished.

Stormwater projects include construction of replacement stormwater culverts ranging in size from 12-inches to 72-inches, and all appurtenances. Projects include labor, materials and equipment to complete all aspects of stormwater infrastructure improvement including pre-construction meeting, initial and on-going erosion control, installation of piping, manholes, inlets, headwalls, and outlet protection, culvert replacement, culvert removal, culvert abandonment, replacement of landscape, site cleanup and maintenance of erosion control measures as vegetation is reestablished. Repaving of roads, consistent with City of Roswell ordinance should also be included as a requirement of projects when applicable.

3.3 OFFEROR INFORMATIONAL REQUIREMENTS

In determining the capabilities of an offeror to perform the services specified herein, the following Informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to ranking reductions.)

BASIC INFORMATION AND EXPERIENCE OF THE FIRM

Firm Experience: Submittals should provide information about the firm and should address the qualifications and depth of experience of the firm's experience with cities of similar size.

Name of Firm:

Address of Firm Headquarters:

Address of Local Office:

Primary Contact Person(s) at Local Office: (Tel)

Number of Employees:

Firm: Total Staff

Structure and history of the firm:

Local Office: Total Staff

Founding Date:

Type and Quantity of Company Construction Equipment:

QUALIFICATIONS OF STAFF

Resumes and Qualifications of Staff Assigned to City's Projects

List the key person who is proposed to be the main contact for the City and for all managers and Supervisors who may be working on City of Roswell projects:

Name:

Title:

Position :

Degree(s):

Certification(s):

Added Training:

Years of Professional Experience:

Years With Your Firm:

Projects completed for Local Governments In Last Three Years:

Responsibility On Each Project Listed:

Other Qualifications:

CLIENT REFERENCES

References: Offeror shall provide a minimum of five (5) references of current governmental clients, The most effective references will come from entities, comparable in size to Roswell, for which your firm has provided services very similar to those Roswell is requesting. References should all preferably be within the last three (3) years. Please list a minimum of five recent references for work completed including; the type of project, cost of project, duration of project, and contact name, address and phone number of the project manager for the work. At a minimum, the offeror shall provide the company name, the location and type of project, cost of the project, duration of project, contact person(s), customer's telephone number. These references may be contacted to verify offeror's ability to perform the services requested. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of this request. Negative references may be grounds for proposal disqualification.

Name of Client – Local Government -

Date(s) of Service:

Project Location:

Project Cost:

Project Duration:

Client Contact Person:

Contact Telephone Number:

Contact email address

Attach a signed letter or statement authorizing the City to contact the listed clients.

FINANCIAL STABILITY

Offerors shall demonstrate their financial stability to supply, install and support the services specified by providing your most recent financial statements.

Disclose any pending lawsuits.

Disclose any active or planned mergers, sale or acquisitions.

Disclose any financial conflicts of interest.

Claims and Complaint History – list any claims filed against the proposer (or its agents or employees) with the proposer’s liability insurance carrier for professional errors and omissions, including the nature and resolution of such claims; list all written complaints filed with local, state or federal regulatory agencies, business organizations or other outside agencies against the proposer or any of its agents or employees within the past five (5) years, together with an explanation of their resolution.

SECTION 4: SUBMITTALS

4.1 Technical Proposal

4.1.1 **Technical Proposal Requirements:** Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be **succinct** and **relevant** to the goals of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Be sure to follow and clearly mark each section of your proposal according to the sections below.

- A. Introduction (1 page)
- B. Basic Information and Experience of the Firm
- C. Qualification of Staff
- D. Client References
- E. Financial Stability

4.2 Cost Proposal

Please use the rate tables provided in Appendix C to submit your cost. Costs will be evaluated through the use of a mock cost estimate for a waterline project and a stormwater project. It is the intent of the City of Roswell Public Works/Environmental Department to select several on-call construction firms for a contract period of three years.

SECTION 5: EVALUATION CRITERIA

All proposals received will be reviewed by the Buyer to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a scoring based on the information provided in Sections 3 through 5 of this RFP. This RFP requires a site visit for presentations/demonstrations with one or more selected Offerors.

Proposals will be evaluated and ranked based upon the following categories:

- A. Technical Requirements
 - a. Basic Information and Experience of the Firm
 - b. Qualifications of Staff
 - c. Client References
 - d. Previous Project Experience

- B. Cost Proposal

After each member of the Evaluation Committee reviews and ranks the proposals, the evaluation committee member ranking related to each technical will be averaged and the proposals with the lowest scores will have the most favorable scoring.

Scores for pricing will be evaluated and ranked through the use of a mock cost estimate for a waterline project and a stormwater project utilizing the rate tables submitted.

6: TERMS AND CONDITIONS

The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

6.0 Additional Contract Provisions and Terms

This RFP, including all RFP documents and any addenda, the Offeror's proposal, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

6.1 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the proposal.

6.2 Contract Term

The contract term for Financial Audit Services for the City of Roswell is for an initial term of one (1) year with the automatic renewal annually for an additional two (2) years not to exceed three (3) years total.

6.3 Subcontractors

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

6.4 Bonding Requirements

No bonds are required for this RFP.

6.5 General Insurance Requirements

The Contractor shall provide the City of Roswell with a certified copy of each of the policies or binders to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal policy or certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Contractor shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Roswell is additionally insured.

Workers' Compensation Insurance: Statutory Limits

Commercial General Liability: (2007 ISO Occurrence Forms or its equivalent)

- Products and Completed Operations \$1,000,000 per occurrence
- Premises and Operations \$1,000,000 per occurrence
- Personal and Advertising Injury \$1,000,000 per occurrence
- Contractual Liability \$1,000,000 per occurrence
- General Aggregate \$2,000,000

Business Automobile Liability: \$1,000,000 CSL combined single limit

Commercial Umbrella Liability: \$2,000,000 per occurrence

Employers Liability:

- Bodily Injury by Accident \$1,000,000 per accident
- Bodily Injury by Disease \$1,000,000 per employee

Professional (errors & omissions) Liability: \$3,000,000 per occurrence
\$3,000,000 annual aggregate

For errors and omissions insurance: If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Agreement and that continuous coverage will be maintained, or an extended reporting (tail) coverage endorsement procured and maintained for a period of not less than two (2) years from the time work under the Agreement is completed.

All insurance coverage (Workers' Compensation, Commercial General Liability, Business Automobile, Liability, Commercial Umbrella & Professional Liability) shall be issued by insurance carriers licensed by the Insurance Commissioner to conduct business in the State of Georgia and have a minimum current A.M. Best rating of A-, Class VII or better in the most recently published A.M. Best Insurance Report. If during the term of the policy, a company's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer rated at least "A-" Class "VII" in the most recently published A.M. Best Insurance Report.

Insurance policies meeting the requirements stated above shall be maintained for the duration of the contract. Renewal certificates shall be sent to the City of Roswell thirty (30) days prior to any expiration date of coverage. The City of Roswell must be named as additional insured, a waiver of

subrogation, where appropriate, in favor of the City of Roswell and vendor's insurance must be primary and non-contributory.

6.6 Compliance with Workers' Compensation Act

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

6.7 Compliance with Illegal Immigration Reform and Enforcement Act

6.7.1 E-Verify Program: The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

6.8 Compliance with Laws

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

6.9 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a

replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

6.10 Contract Termination

The City of Roswell may, by written notice to the Offeror, terminate any resulting contract without cause. The City of Roswell must give notice of termination to the Offeror at least 30 days prior to the effective date of termination.

6.11 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed.

Invoices shall be submitted to:

Roswell Finance Department
Attn: Cash Disbursements
cashdisbursements@roswellgov.com
38 Hill Street
Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the project work, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

6.12 Design Build Option

In the event that a project requires the use of a design engineer to facilitate the project, the awarded On Call Construction vendor will employ a City Stand-By Engineer to provide the design. The cost of the design will be included in the cost of the project.

6.13 Miscellaneous

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address for the clinic location is to be determined.

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the clinic site.

EXHIBIT A – RFP RESPONSE

RFP Number: 16-119-C Technical Proposal outlined in Section 4.1

EXHIBIT B – REQUIRED STANDARD FORMS

Proposal Letter (page 4 of RFP)

Addendums

E-Verify Affidavit

E-Verify Affidavit

Contractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Roswell**, 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

Name of Project

City of Roswell, Georgia
Name of Public Employer

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

Executed on _____, __, 201__ 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 _____, 201__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT C – COMPENSATION AND PAMENT FOR SERVICES (SEPARATE ENVELOPE)

Rate Sheets

Price Proposal Certification

STORMWATER		
Unit Cost includes everything required to install the item. (labor, materials, installation, bedding, backfill, compaction, etc.)		
ITEM	UNIT	COST
18" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
24" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
30" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
36" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
42" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
48" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
60" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
72" CLASS III REINFORCED CONCRETE PIPE (0'-8' DEEP)	LF	_____
18" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
24" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
30" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
36" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
42" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
48" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
60" HIGH DENSITY POLYETHYLENE PIPE (HDPE)*	LF	_____
18" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
24" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
30" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
36" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
42" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
48" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
60" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
72" CLASS III REINFORCED CONCRETE HEADWALL	LF	_____
GA DOT STD 1011A STD MANHOLE	EA	_____
GA DOT STD 1011A STD MANHOLE (6' dia)	EA	_____
GA DOT STD 1019 INLET, TYPE "A"	EA	_____
REPLACEMENT BITUMINOUS ASPHALT	SY	_____
REPLACEMENT CURB 18-INCH	LF	_____
CONCRETE DRIVEWAY REPAIR	SY	_____
PERMANENT SEEDING	SY	_____
TEMPORARY SEEDING	SY	_____
SODDING	SY	_____
TOPSOIL	CY	_____
MULCH	CY	_____
DEBRIS REMOVAL	CY	_____
FLAGGING/TRAFFIC CONTROL	HOUR	_____
STONE RIPRAP TYPE III - 12-INCH	CY	_____
STONE RIPRAP TYPE III - 18-INCH	CY	_____
SILT FENCE TYPE A	LF	_____

SILT FENCE TYPE C	LF	_____
ORANGE BARRIER FENCING	LF	_____
HAYBALE CHECK DAM	EA	_____
CHECK DAM (Cd)	EA	_____
EROSION CONTROL MATTING AND BLANKETS (Mb)	SY	_____
CONCRETE FLUMES (D9)	SY	_____
SPECIAL DETAIL GDOT DRIVEWAY (A1)	SY	_____
CONCRETE HEADER CURB TYPE 2	LF	_____
INLET SEDIMENT TRAP D-42 (Sd2)	EA	_____
STANDARD FLARED END SECTION (1120)	EA	_____
CATCH BASIN, RIGHT/LEFT WING (1033D)	EA	_____
CATCH BASIN, DOUBLE WING (1034D)	EA	_____
ROCK FILTER DAM (Rd)	EA	_____
HDPE pipe must meet ASTM D2239, ASTM D2737, ASTM D3035, F714		

WATER DISTRIBUTION		
ITEM	UNIT	COST
6" DIP	LF	_____
8" DIP	LF	_____
10" DIP	LF	_____
12" DIP	LF	_____
2" COPPER	LF	_____
2" REHAU MUNICIPEX TUBING	CY	_____
DOUBLE POLYETHYLENE WRAP	LF	_____
ABANDONEMENT OF EXISTING 4" AC PIPE W/ FLOWABLE FILL	CY	_____
ABANDONEMENT OF EXISTING 6" AC PIPE W/ FLOWABLE FILL	CY	_____
6" MJ GATE VALVE ASSEMBLY	EA	_____
8" MJ GATE VALVE ASSEMBLY	EA	_____
10" MJ GATE VALVE ASSEMBLY	EA	_____
12" MJ GATE VALVE ASSEMBLY	EA	_____
CONCRETE VALVE MARKER	EA	_____
M&H FIRE HYDRANT ASSEMBLY	EA	_____
ABANDON EXISTING VALVE OUT OF PAVEMENT	EA	_____
ABANDON EXISTING VALVE IN PAVEMENT	EA	_____
6" DI FITTINGS	LBS	_____
8" DI FITTINGS	LBS	_____
10" DI FITTINGS	LBS	_____
12" DI FITTINGS	LBS	_____
6" RESTRAINED JOINT GLAND	EA	_____
6" RESTRAINED JOINT GASKET	EA	_____
8" RESTRAINED JOINT GLAND	EA	_____
8" RESTRAINED JOINT GASKET	EA	_____
10" RESTRAINED JOINT GLAND	EA	_____
10" RESTRAINED JOINT GASKET	EA	_____
12" RESTRAINED JOINT GLAND	EA	_____
12" RESTRAINED JOINT GASKET	EA	_____
CONNECTION TO EXISTING WATER MAIN-WET TAP	EA	_____
CONNECTION TO EXISTING WATER MAIN-CUT TEE IN	EA	_____
SHORT SIDE COPPER SERVICE CONNECTIONS	EA	_____
LONG SIDE COPPER SERVICE CONNECTIONS	EA	_____
RELOCATION OF EXISTING WATER METER	EA	_____
CONCRETE THRUST BLOCK	CY	_____
CONCRETE TRENCH CAP	CY	_____
PAVEMENT REPLACEMENT (MILL AND RESURFACE FULL WIDTH)	SY	_____
PAVEMENT REPLACEMENT (TRENCH PATCH MILL AND RESURFACE)	SY	_____
TRAFFIC CONTROL	EA	_____
DRIVEWAY APRON REPLACEMENT	EA	_____

SIDEWALK REPLACEMENT	SY	_____
CURB AND GUTTER REPLACEMENT	LF	_____
TREE PROTECTION	LF	_____
TYPE "C" SILT FENCE- SD1	LF	_____
DROP INLET PROTECTION- SD2-F	EA	_____
CURB INLET FILTER- SD2-P	EA	_____
MULCHING- DS-1	LS	_____
TEMPORARY GRASSING- DS2	LS	_____
PERMANENT GRASSING DS3		
PERMANENT GRASSING DS4		
ABANDONMENT OF EXISTING 6" AC PIPE W/ FLOWABLE FILL	CY	_____
6" MJ GATE VALVE ASSEMBLY	EA	_____
8" MJ GATE VALVE ASSEMBLY	EA	_____
10" MJ GATE VALVE ASSEMBLY	EA	_____
12" MJ GATE VALVE ASSEMBLY	EA	_____
CONCRETE VALVE MARKER	EA	_____
M&H FIRE HYDRANT ASSEMBLY	EA	_____
CONSTRUCTION EXIT-CO	EA	_____
ROCK EXCAVATION	CY	_____
HYDRANT REPLACEMENT WITH VALVE ADDITION	EA	_____
HYDRANT REPLACEMENT WITHOUT VALVE REPLACEMENT	EA	_____
UNCASED BORING		
8"	LF	_____
12"	LF	_____
CASED BORING		
8"	LF	_____
12"		
BORING TO REPLACE SERVICES ¾" THROUGH 2"	LF	_____
VALVE INSERTION		
6"	EA	_____
8"	EA	_____
10"	EA	_____
12"	EA	_____
OTHER SERVICES TO BE RENDERED		
METER TESTING		
SMALL METERS ¾" THROUGH 1"	EA	_____
LARGE METERS 1.5" THROUGH 8"	EA	_____
HYDRANT MAINTENANCE AND REPAIR	EA	_____
OPTIONAL SERVICES TO BE RENDERED		
VAC SERVICES (PRICE PER HOUR/ DAY- PH/D)	PH/D	_____

Proposal Price Certification

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within one hundred twenty (120) days of the date of proposal opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURES _____

PRINT / TYPE NAME _____



City of Roswell

SAMPLE CONTRACT AGREEMENT RFP #16-119-C

On Call Construction Services

This Agreement made and entered into on the execution date; by and between the **City of Roswell, Georgia**, having its principle place of business at **38 Hill Street, Roswell GA 30075** and _____ having its principle place of business at _____.

WHEREAS, the City of Roswell has caused Request for Proposals (15-120-C) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Contractor is required to provide the services as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Contractor's proposal was deemed by the City of Roswell to be the proposal most advantageous to the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to a contract term and compensation for the specified services to be provided as follows:

The contract term will be for an initial term of one (1) years with an automatic renewal annually for an additional Two (2) years not to exceed Three (3) years total.

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFP, and provide those Services as may additionally be specified in the Contractor's proposal in accordance with the terms and conditions of this agreement. Said specifications are hereby made a part of this agreement by reference.

2.0 Independent Contractor

2.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Roswell. The successful Contractor shall obtain and maintain, at the

Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Roswell Representative within ten (10) days after issuance of Notice to Proceed.

2.2 Inasmuch as the City of Roswell and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Roswell without the express knowledge and prior written consent of the City.

3.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

4.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for comprehensive general liability insurance, which must include personal liability coverage will be \$300,000 per person, \$500,000 per occurrence, and \$1,000,000 aggregate; and, \$100,000 per occurrence and \$1,000,000 aggregate for property damage.

4.1 The Contractor shall provide an ACORD Certificate of Liability Insurance indicating the existence of the policies prior to the beginning of the contract term. Each policy shall contain written notice thereof to the official City representative within thirty (30) days upon cancellation.

5.0 Termination

5.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Roswell shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

5.2 The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

5.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Roswell of each occurrence.

- 5.2.2 After five (5) days written notice fails to:
- a) Maintain the required insurance, or;
 - b) In any other manner to perform the requirements of the RFP.

6.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

7.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Roswell's prior written consent.

8.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

9.0 Drug-Free and Smoke-Free Work Place

9.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

9.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

9.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

9.3.1 The Contractor has made false certification herein; or

9.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

10.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

11.0 Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

12.0 Inclusion of Documents

The Referenced RFP, any addenda thereto, and the Contractor's Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

RFP Number: 16-119-C

Addenda, if any and date issued: _____

Contractor's Proposal identified as _____

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFP, as amended, and the Contractor's proposal, the language in the former shall govern.

13.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Executed in triplicate: _____ of 3