



RFQ NUMBER 17-047-C

REQUEST FOR QUALIFICATIONS

**TSPLOST PROGRAM MANAGEMENT SERVICES
FOR THE
TRANSPORTATION DEPARTMENT**

STATEMENTS OF QUALIFICATIONS DUE: No later than February 16, 2017, 2:00 PM EST in hard copy. Electronic submissions via e-mail or fax will NOT be accepted.

There will be a voluntary pre-qualification meeting held on February 2, 2017 at 9:00 AM at the City of Roswell City Hall Council Chambers, 38 Hill Street Roswell, GA 30075.

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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QUALIFICATIONS LETTER AND CERTIFICATION

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

We propose to furnish and deliver any and all of the deliverables and services named in the attached RFQ 16-047 -C TSPLOST Program Management Services for the City of Roswell.

It is understood and agreed that this Statement of Qualifications (SOQ) 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 RFQ and that this statement is made in accordance with the provisions of such specifications. By our written signature on this SOQ, we guarantee and certify that all items included in this statement meet or exceed any and all such City specifications described in this RFQ. 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.

QUALIFICATIONS LETTER AND CERTIFICATION

I certify that this SOQ is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a statement 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 RFQ and certify that I am authorized to sign this SOQ 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 Company Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFQ CHECKLIST

10 Critical Things to Keep in Mind When Responding to an RFQ 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 RFQ 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 RFQ. 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 RFQ. All addenda issued for an RFQ are posted on the City's website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g. cover page, standard forms, etc.
8. _____ **Check the City's website for RFQ 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 RFQ. **If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.**
9. _____ **Review the RFQ 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 SOQ 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 SOQ.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFQ Issue Date.....	January 18, 2017
Pre-Qualification Meeting.....	February 2, 2017 (9:00 AM)
Deadline for Receipt of Written Questions.....	February 6, 2017 (2:00 PM)
Deadline for Posting of Written Answers to City’s Website.....	February 9, 2017
RFQ Response Due Date.....	February 16, 2017 (2:00 PM)
RFQ Opening.....	February 16, 2017 (2:30 PM)
Oral Presentations.....	March 3, 2017
Anticipated Award Date.....	March / April 2017

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

SECTION 1: RFQ INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Qualifications (the “RFQ”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) 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 RFQ:** Offerors should carefully review this RFQ 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 RFQ.
- 1.2.2 **Addenda:** The City of Roswell may revise this RFQ by issuing an addendum prior to its opening. The addendum will be posted on the City’s website alongside the posting of the RFQ at <http://www.roswellgov.com/>. Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their RFQ 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 RFQ must address these questions in writing or via e-mail to the Buyer referenced above on or before **February 6, 2017**. 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 **February 9, 2017**, 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 RFQ 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 RFQ at <http://www.roswellgov.com/bids.aspx> by the close of business on the date listed. Offerors must sign and return any addendum with their RFQ response.

1.3 Pre-qualification Conference

There will be a voluntary pre-qualification conference scheduled for **February 2, 2017 at 9:00 AM** at The City of Roswell City Hall Council Chambers located at 38 Hill Street, Roswell, GA 30075 for this Solicitation.

1.4 Submitting a Sealed Qualification

1.4.1 **Organization of Qualification:** Each SOQ shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFQ. To expedite the evaluation of SOQs, it is essential that Offerors follow the format and instructions contained herein.

Offeror shall place the following information on the **outside, lower left corner** of the envelope containing the SOQ. Failure to include such information may delay opening of the bid.

Request for Qualifications #17-047-C
RFQ Closing Date: February 16, 2017
RFQ Closing Time: 2:00PM

Offerors must organize their SOQs in the following format:

- a. **Qualifications Letter and Certification** – Offeror's authorized representative(s) shall complete and sign the Qualifications Letter and Certification on page 4 of this RFQ and return it with the SOQ.
- b. **Statement of Qualifications** – Offeror shall respond comprehensively and clearly to the requirements of *Section 4* and shall include all documents, information, exceptions, clarifications, etc., as requested therein.
- c. **Standard Forms** – Offeror's authorized representative(s) shall complete the standard forms attached (Exhibits A and B) to the contract provided upon award.
- d. **Addenda** – if any addenda have been issued, complete, sign and return Page 1, Addendum Acknowledgement (for each addenda issued) with bid.

1.4.2 **Failure to Comply with Instructions:** The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any SOQs that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 **Multiple SOQs:** Offerors may, at their option, submit multiple SOQs, in which case each SOQ shall be evaluated as a separate document. Multiple responses must be submitted in separate envelopes and marked plainly to notify that each envelope contains a separate and single response.

1.4.4 **Copies required and Deadline for Receipt of Sealed Qualifications:** All SOQs must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:

- One (1) unbound hard copy (3-ring binder OK) marked "Original" with original signatures; and

- 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.

SOQs must be received sealed and at the Purchasing Office of the location noted on the Cover Page prior to **2:00 PM (EST), on February 16, 2017**. Facsimile or e-mail responses to invitation for bids are NOT accepted.

1.4.5 **Late Submissions, Withdrawals, and Corrections:**

- A. **Late SOQ:** Regardless of cause, late SOQs 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 SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **SOQ Withdrawal:** An Offeror requesting to withdraw its SOQ prior to the RFQ 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. **SOQ Correction:** If an obvious clerical error is discovered after the SOQ 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 bids 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 RFQ, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.
- 1.5.2 **Offeror's Signature:** All signatures required in the RFQ on behalf of an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the SOQ. Proof of authority of the person signing the RFQ response must be furnished upon request.
- 1.5.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.4.5*, a SOQ may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for SOQ submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the SOQ.

1.6 **Cost of Preparing a SOQ**

- 1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFQ and any subsequent presentations of the SOQ 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 their SOQ.

- 1.6.2 **All Timely Submitted Materials Become Roswell’s Property:** All materials submitted in response to this RFQ 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 RFQ process.

SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS

2.1. Authority

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

2.2. Receipt of RFQs and Public Inspection

- 2.2.1 **Public Information:** During the opening of sealed qualifications, only the Offeror’s name will be read aloud and recorded. No other information will be disclosed at that time. No other information will be disclosed nor shall the qualifications be considered open record until after Council award. All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after 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 SOQs:** Upon opening the sealed SOQs received in response to this RFQ, the Buyer in charge of the solicitation will review the SOQs 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 SOQ;
- SOQ 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 SOQ containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, 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 SOQs

- 2.3.1 **Initial Classification of SOQs as Responsive or Nonresponsive:** All SOQs will initially be classified as either “responsive” or “nonresponsive”. SOQs 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 RFQ; or the SOQ is not within the plans and specifications described and required in the RFQ. SOQs 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 SOQs:** During the evaluation of the SOQs, the City reserves the right to request clarification of SOQ responses and to request the submission of references, if deemed necessary for a complete evaluation of SOQ responses.
- Award will be made to the responsive and responsible Offeror(s) whose SOQ is most advantageous for the City according to designated criteria.
- The City shall be the judge of the factors and will make the award in the best interest of the City.
- 2.3.4 **Completeness of SOQs:** Selection and award will be based on the Offeror’s SOQ and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.
- 2.3.5 **Opportunity for Interview, Discussion/Negotiation, and/or Oral Presentation/Product Demonstration:** After receipt of all SOQs 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 RFQ response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Oral presentations and product demonstrations, if requested, shall be at the Offeror’s expense.
- 2.3.6 **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 RFQ, issuance of the RFQ 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 RFQ at any time. A notice of cancellation will be issued on the Roswell website. If the RFQ is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its SOQ. SOQs may be returned upon request if unopened;
- Reject any or all SOQs received in response to this RFQ,
- Make a contract award, based directly on the SOQs 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 RFQ which would not have significant impact on any SOQ;
- 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/SPECIFICATIONS

3.1 City's Intent

On November 8, 2016, the voters of Fulton County approved a one-cent Transportation Special Purpose Local Option Sales Tax (TSPLOST) to fund capital improvement projects throughout unincorporated Fulton County and within each of the county's individual cities. Approximately \$570 Million in TSPLOST funding will be collected between April 1, 2017 and March 31, 2022. Roswell will receive 16.34% of collections and funding is estimated at \$93 Million. The City of Roswell will also be administering the City of Mountain Park, GA T-SPLOST capital improvement projects as part of this contract.

Roswell's project list:

ROSWELL TIER 1 PURPOSES/PROJECTS

\$58,500,000

Big Creek Parkway Phase 1 and 2

\$6,000,000

Holcomb Bridge Interchange

\$3,000,000

Historic Gateway Enhancements

\$1,500,000

Rucker Road Reconstruction

\$7,000,000

Oxbo/SR 9 Intersection

\$3,086,390
Old Holcomb Bridge Road Bridge Replacement

TIER 1 TOTAL PURPOSE COSTS \$79,086,390

ROSWELL TIER 2 PURPOSES/PROJECTS

\$7,000,000
Sidewalk Repair and Complete Streets Program

\$6,956,422
Safety Improvements and Maintenance

TIER 2 TOTAL PURPOSE COSTS \$13,956,422

ROSWELL TIER 3 PURPOSES/PROJECTS

\$14,011,490
Intersection and Corridor Improvements

TIER 3 TOTAL PURPOSE COSTS \$14,011,490

Mountain Park Project List:

STORMWATER IMPROVEMENTS

\$280,000
Pipe systems to improve storm water runoff along/under Beech Street, Mountain Park Road, Pine Street, Russell Road, and Lakeshore Drive

QUICK RESPONSE PROJECTS

\$349,858
Small traffic operations or safety improvement projects within the existing right of way

In addition to the estimated \$93 Million in revenue for Tier 1 and 2 projects, Roswell plans to pursue additional funding for projects listed above to leverage TSPLOST dollars. This includes federal, state and other sources.

The City of Roswell desires to select the most qualified consultant with the intent of providing services beginning in Spring 2017. The selected consultant shall provide management, administration, support and oversight to perform the scope of work described below. The consultant shall provide qualified and experienced technical and professional personnel to perform the duties and responsibilities assigned. All personnel must be approved by the City. The City, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as required.

3.2 Project Manager for City of Roswell

The successful Offeror will report to the Transportation Director (or designee). Successful Offerors agree to take direction from the project manager and to make all project documentation available upon request. The project manager shall have sole discretion as to the acceptability of all work.

3.3 No limit to competition

No specification implied or expressed is intended to limit competition. The specifications below are intended as a guide for the goods and services on which vendors are to submit a SOQ. These requirements and other specifications are not designed to prevent any vendor from submitting a SOQ. All equipment should comply with the requirements within a generally acceptable range.

3.4 Scope of Work

PROGRAM MANAGEMENT

- Consultant will be responsible for maintaining budget and schedule for the delivery of Roswell's TSPLOST program. This includes establishing budget and schedule in adequate detail for City staff, coordination of the program, clear reporting and forecasting to interested parties including multiple funding sources and cash flow projections. Consultant will be required to coordinate Roswell's TSPLOST program with the existing Capital Improvement Programs in the Transportation and Public Works/Environmental departments. Consultant will be expected to offer recommendations on scheduling, phasing and pursuing additional funding sources to deliver the program in the optimal fashion.
- Consultant will be responsible for coordination of all project phases for all projects, including but not limited to planning, engineering, environmental permitting, right of way acquisition, utility relocation, construction and contract closeout.
- Consultant will provide up-to-date and accurate project information that is available to City staff and consultant team members for inclusion on the City's website
- Consultant will provide administrative support as needed.
- Consultant will provide contracts support as needed.
- Consultant will prepare agenda items and other information requested by the Mayor, City Council or the public as needed.
- Consultant will provide support to the Community Relations department including specific project information, program accomplishments, visualizations/imaging, enhancements to the website, document sharing and other innovative communication methods.

PRE CONSTRUCTION

- Consultant will provide surveying capabilities including but not limited to property research, field surveys, plat preparation, project control verification, preparation and/or verification of complete project database, support for environmental permitting, and staking.
- Consultant will provide structural reviews including bridge and wall design to conform with current design and construction practices
- Consultant will provide permit application and support, including appropriate professional certifications for design and review of erosion and sediment control plans as needed. Consultant must have the ability to coordinate, negotiate and resolve all issues with permitting agencies.

- Consultant will provide environmental permitting support across all projects including but not limited to Air Quality compliance, Clean Water regulations, ARC and GDOT requirements. Consultant will be expected to offer recommendations on funding sources to facilitate project delivery. Consultant shall identify proposed staff lead for this activity.
- Consultant will provide traffic engineering capabilities including but not limited to: Traffic studies, traffic signal design, traffic signal timing and advanced transportation management system (ATMS) design. Traffic signal timing services may include time-of-day actuated coordinated systems and the City's SCOOT adaptive traffic control system. ATMS design services could include projects to expand fiber optic cable networks, traffic surveillance, Georgia NaviGator integration, TCC upgrades, and other ITS improvements
- Consultant will provide QC/QA capabilities for plan review of other consultants' designs as needed.
- Consultant will provide the capability to perform constructability reviews for all projects.
- Consultant will provide utility coordination capability for all projects. Consultant is expected to identify and manage utility conflicts early in the project lifecycle to avoid or minimize cost to the City or to avoid schedule delays. Consultant shall identify proposed staff lead for this activity.
- Consultant will provide landscape architectural services as needed for all projects.
- Consultant will provide any required geotechnical studies for all projects including, but not limited to, BFI, WFI, soil surveys and existing pavement evaluation.
- Consultant will provide engineering support for limited construction plans and bid documents for minor projects including, but not limited to, drainage improvements, sidewalks, etc.

RIGHT OF WAY ACQUISITION

- Consultant shall provide capability for managing all of the land acquisition services necessary to deliver Roswell's TSPLOST program. This may include, but are not limited to, administration, support, project set-up, title research, appraisal, acquisition, condemnation, relocation and property management. For projects involving State or Federal funding, the applicable guidelines shall be utilized. Staff support may include: Manager, Acquisition Agents, Administrative and Condemnation Support, Appraisers, Relocation Assistance and Property Managers. The hiring of subcontractors is permissible. All personnel must be qualified and accepted by the City.
- Consultant will offer assistance and guidance throughout the project lifecycle as requested to minimize cost to the City and accelerate project delivery.
- Consultant will prepare legal descriptions and plats, as needed.
- Consultant will coordinate right of way estimate and schedule with Program Manager to deliver on-time and on-budget.
- Consultant will prepare title reports, as needed.
- Consultant will prepare property appraisals and other valuations, damages and/or cost-to-cure reports. All appraisals shall be prepared in accordance with State guidelines. Consultant will also review appraisal values within a project, as needed.
- Consultant will coordinate all pre-acquisition and acquisition services for all projects in the TSPLOST program. This may include, but is not limited to, interpreting right-of-way plans, setting up files and preparing acquisition documents, coordinating with other local governments, all notification and correspondence with property owners during the negotiation and settlement phase, notes covering all matters discussed during negotiation.
- Consultant will secure agreements, options, deeds, easements, and any other property interests required, and provide assistance with closing services, escrow and title insurance as needed.
- Consultant will maintain organized files containing forms and field notes. Consultant will ensure that all deeds and easements are recorded in a timely manner.

- Consultant will provide condemnation support and technical advice to City staff, Mayor and City Council. Consultant will assist in preparations for eminent domain lawsuits, trial preparation or court testimony as required.
- Consultant will provide relocation assistance services for all TSPLOST projects.
- Consultant will provide property management services if surplus property is identified.
- Consultant will provide oversight and monitoring of budget and schedule during right of way acquisition, including status updates with Program Manager and City staff as needed.
- Consultant will provide all original acquisition files, maps, reports, documents and electronic files to the City once a project is closed out.

CONSTRUCTION

- Consultant shall provide capability for managing all of the construction projects in the TSPLOST program, including administration, construction engineering, inspection, materials sampling and testing to ensure construction and payment in accordance with the appropriate manuals, specifications and contract documents. Personnel assigned to the project shall be capable and experienced in construction inspection, sampling and testing for road and bridge construction.
- Consultant will provide capability to execute constructability reviews and utility coordination during the lifecycle of all projects
- Consultant will assist City staff in preparation of bid documents, special provisions, and responses to RFI's.
- Consultant will review construction cost estimates during all project phases to ensure compliance with budget.
- Consultant will assist City staff in bid analysis and contract award recommendations.
- Consultant will provide capability for construction inspection and management for TSPLOST program, as needed, including but not limited to plan reviews, monthly coordination meetings, coordination with RW Acquisition, change order requests, status updates, sampling and testing logs, erosion and sedimentation compliance, questions from impacted property owners, creating punch lists, etc.

GENERAL NOTES

- Consultant is expected to demonstrate useful approaches for proactive program management and effective project delivery.
- The City will award a three year contract with annual options to renew up until construction of the TSPLOST program is complete.
- The City's intention is to award the contract for a fee associated with the Program Management scope of work included above. Scope within the sections Pre Construction, Right of Way Acquisition and Construction will be issued as task orders on an as needed basis over the length of the contract.
- Disadvantages Business Enterprise (DBE) participation is encouraged but not required.
- Consultants currently under contract by the City for design on any specific TSPLOST project in Tier 1 are prohibited from submitting for this RFQ as a prime. Consultants currently under contract for On-Call Professional Services may submit as a prime for this project, but would preclude them from any SPLOST-funded design work in the future.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 City's Right to Investigate

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

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.

4.2 Preparing Statements of Qualification

Provide one (1) original hard copy, and one (1) electronic copy of the complete package on compact disc or zip drive. Each submittal shall be identical and include a transmittal letter.

Submittals must be typed on standard (8 ½" x 11") paper. The pages of the qualification submittals must be numbered. A table of contents, with corresponding tabs, must be included to identify each section. Responses are limited to six (6) pages using a minimum of an 11-point font. The transmittal letter will not count as part of the page limit. Any exhibits, affidavits, or other enclosure information called for may be included in an appendix and will not count toward the six (6) page limit. Each Statement of Qualifications shall be prepared simply and economically, to provide a straightforward and concise delineation of respondent's capabilities. Fancy bindings, colored displays, and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below. The content of all Statements of Qualifications must be categorized and numbered as outlined below, and responsive to all requested information.

4.3 Statement of Qualifications Submittal

The Offeror shall submit the following information as their Statement of Qualifications:

Your six (6) page Statement of Qualifications for the Scope of Work listed in section 3.4 shall include the following information:

1. Brief business profile: Year business established. Firm must have been in business for at least five (5) years at time of SOQ.

2. Project Management & Team: Name and contact information, experience, education and qualifications of the Consultant's designated Project Manager and Team for this project. Resumes may be included in the appendix.

3. Technical Experience: Provide information on the firm's experience on projects of similar size, function, and complexity for five (5) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the service. Prior City of Roswell projects should take precedence. The following project information must be provided: Project name, location, owner's contact, project manager, dates during which services were performed and List the names and roles of proposed team members, if any, who participated in these projects. Any letters of reference/recommendation about the firm's performance on the project may be included in the appendix. A link to more in depth project information may be provided as part of the submittal.

4. Approach: Evaluation of the overall understanding of the City's program and scope.

Additional Required Information that is not part of the four (4) page limit.

5. Licensing: Firm MUST have all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed.

6. Financial Stability: Provide Suitable documentation to establish Financial Stability. Acceptable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability.

SECTION 5: EVALUATIONS

Proposals will be evaluated and ranked based on a qualifications-based selection process.

5.1 Initial Buyer Review

All SOQs received will be reviewed by the Buyer to ensure that all administrative requirements of the RFQ 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 SOQs that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation.

5.2 Evaluation Committee

The Evaluation Committee will review all SOQs received and determine a ranking based on the information provided in Sections 3 through 5 of this SOQ. After each member of the Evaluation Committee reviews and ranks the SOQs, the evaluation committee member ranking related to each SOQ will be averaged and the SOQ with the lowest averaged ranking will have the most favorable scoring. The City anticipates short listing Offerors.

Short-listed Offerors will be required to give an oral presentation to the evaluation committee to demonstrate their understanding of the project and their ability to meet the needs of the project. After the required Oral Presentations the Evaluation Committee will rank the oral presentation using the same method as established above.

Once ranked, City staff will negotiate a scope of services and fee with the top-ranked proposal. If staff cannot successfully negotiate a scope and fee with the top-ranked proposal, negotiations will begin with the 2nd highest-ranked proposal.

SECTION 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 RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFQ 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.

6.1 Additional Contract Provisions and Terms

This RFQ, including all RFQ documents and any addenda, the Offeror's bid, including any amendments, 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.

6.2 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 RFQ.

6.3 Contract Term

The contract term for this bid shall be for three (3) years with the contract to automatically renew annually thereafter unless terminated by either party until the TSPOLST Program is complete.

6.4 Contract Termination

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

6.5 Subcontractors

The lowest responsive and responsible Offeror will be the prime contractor, if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors. 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 RFQ shall create any contractual relationships between any subcontractor and the City of Roswell.

6.7 General Insurance Requirements

The Offeror 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 Offeror 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.

1. **Statutory Workers' Compensation Insurance:**

Employers Liability:

- Bodily Injury by Accident \$100,000 each accident
- Bodily Injury by Disease \$500,000 policy limit
- Bodily Injury by Disease \$100,000 each employee

2. **Comprehensive General Liability Insurance:**

- (a) Each Occurrence Limit \$1,000,000
- (b) Personal & Advertising Injury Limit \$1,000,000
- (c) General Aggregate Limit \$2,000,000
- (d) Products/Completed Ops Aggregate Limit \$2,000,000

3. **Comprehensive Automobile Liability Insurance:**

- (a) \$1,000,000 limit of liability
- (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. **Excess Umbrella Liability Insurance:**

- (a) \$3,000,000 limit of liability
- (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

6.8 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.

6.9 Compliance with Illegal Immigration Reform and Enforcement Act

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 (Exhibit D).

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 a 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.

6.10 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.

6.11 Drug-Free Workplace

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- 6.11.1 **Certification:** If Contractor is an entity other than an individual, it hereby certifies that:
 - i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
 - ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- 6.11.2 **Penalties:** Contractor may be suspended, terminated, or debarred if it is determined that:
 - iii. The Contractor has made false certification hereinabove; or
 - iv. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

6.12 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.

6.13 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance 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.

The City will process approved payment requests under this project to the awarded Contractor. Payment to subcontractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

Roswell Finance Department
Attn: Cash Disbursements
38 Hill Street
Roswell, GA 30075

invoices@roswellgov.com

Upon receipt of invoice and inspection and acceptance of the items, 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.

No sales tax will be charged on any orders.

Successful Offeror(s) must provide the City with a completed and signed W-9

6.14 Deliveries

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 is:

City of Roswell
38 Hill Street
Roswell, GA 30075

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 project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

EXHIBIT A – Corporate Certificate Form

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____ **(Signature)** _____

EXHIBIT B – 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).

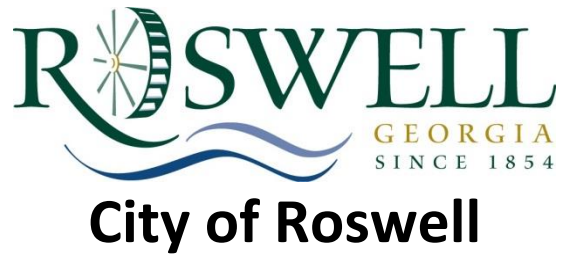
Signature of Authorized Officer or Agent

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:



**CONTRACT AGREEMENT
RFQ #17-047-C**

TSPLOST PROGRAM MANAGEMENT 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 Qualifications (17-047-C) to be issued soliciting statements of qualification from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this contract by task order. Selected Contractor is required to provide the services as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a statement of qualification in response to the RFQ; and

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

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation according to the submitted rate schedule for services to be provided as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the task order, 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 negligent 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 RFQ, 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:

RFQ Number: 17-047-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: _____