



**RFQ NUMBER 18-134-G**

**REQUEST FOR QUALIFICATIONS  
FOR  
Standby Env/Public Works Engineering Design Services**

**Schedule of Events**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
RFQ Issue Date.....	5/16/2018
Offerors Conference non-mandatory .....	5/30/2018, 2:00 PM
Deadline for Receipt of Written Questions.....	6/6/2018, 2:00 PM
RFQ Response Due Date.....	6/15/2018, 2:00 PM
RFQ Opening .....	6/15/2018, 2:30 PM
Anticipated Award Date .....	8/13/2018

*(All time references in this document are understood as Local Time for Roswell, GA.)*

Questions should be directed in writing via e-mail to:

[purchasing@roswellgov.com](mailto:purchasing@roswellgov.com)

**Submit Qualifications Packets to:  
Greg Anderson  
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 18-134-G Standby Env/Public Works Engineering Design 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 the 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 Scope of Work 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 document, 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 Qualifications Packets, 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. This determination will be noted in the Schedule of Events on the front page.
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 Qualifications Packets 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.**

# 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: Greg Anderson  
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. Any addendum will be posted on the City's website alongside the posting of the RFQ at [roswellgov.com/bids](http://roswellgov.com/bids). 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 the date provided in the Schedule of Events. 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 answers via addenda to all questions received within the period stipulated in the Schedule of events. 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 [roswellgov.com/bids](http://roswellgov.com/bids). Offerors must sign and return any addendum with their RFQ response.

### **1.3 Offerors Conference**

There will be a voluntary offerors conference scheduled for the date and time listed in the Schedule of Events at the City of Roswell City Hall City Council Chambers located at 38 Hill Street, Roswell, GA 30075.

### **1.4 Submitting an Offer**

#### **1.4.1 Organization of Offer**

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 provided.

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 packet.

#### **Request for Qualifications #18-134-G**

**RFQ Closing Date: [insert Date listed in the Schedule of Events]**

**RFQ Closing Time: 2:00PM**

Offerors must organize their SOQs in the format required in Section 4.

#### **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**

If more than one Qualifications Packet is submitted by an Offeror, or by any person or persons representing the Offeror, all such offers shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to an Offeror may submit prices to other Offerors, and may submit a direct and complete offer for the work to the Owner on its own behalf.

#### **1.4.4 Late Submissions, Withdrawals, and Corrections:**

1.4.4.1 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 time designated in the Schedule of Events. Late SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

1.4.4.2 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.

1.4.4.3 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**

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.

#### **1.5.1 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.

#### **1.5.2 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.

## **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:

2.2.2.1 Confidential information is clearly marked and separated from the rest of the SOQ;

2.2.2.2 SOQ does not contain confidential material in the cost/price section; and

2.2.2.3 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 ranked the highest by the evaluation committee within each Service Area listed in Section 3.5, and that provide rates which can be negotiated to what is determined to be fair and reasonable by staff. Attempts will be made to negotiate to what staff considers fair and reasonable rates with offerors, beginning with the highest ranked proposers and concluding when an adequate number of Offers can be brought under contract for each Service Area.

The City shall be the judge of the factors and will make the award in the best interest of the City.

### 2.3.4 Evaluation Criteria

The following criteria (listed in order of relative importance, "1" being most important) will be utilized for the purpose of evaluation:

1. **Professional Qualification** of the Project Manager, the individuals assigned to perform the work, and the Firm;
2. **Project Management Approach** demonstrating
  - a. the firm's ability to respond quickly to City requests
  - b. the firm's understanding of task order projects including risks and challenges
  - c. the strategy that will be employed to complete the task order projects on time and under budget;
3. **Specialized Experience and technical competence** of the firm and individuals in the type of work described in the solicitation;
4. **Demonstrated Success** on similar projects, and Past Performance on contracts in terms of cost control, quality and schedule. [Past performance may be used both to determine responsibility and as an evaluation factor.]

### 2.3.5 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.

### 2.3.6 Post submission activities

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.

### **2.3.7 Contract Award**

Award, if any, will be made based on the determination of Mayor and 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.

## **3 SCOPE OF PROJECT/SPECIFICATIONS**

### **3.1 City's Intent**

The City of Roswell is accepting sealed qualifications for Standby Professional Services. The purpose of this RFQ is to select qualified Consultants with experience in engineering and design services to provide professional engineering services to assist the City of Roswell Environmental/Public Works Department with specific engineering tasks.

Services which may be utilized include:

- ✓ Stormwater Infrastructure and Drainage Improvement
- ✓ Water Supply and Distribution
- ✓ Solid Waste, Sanitation and Recycling
- ✓ Fleet Management
- ✓ Geotechnical
- ✓ Survey

Consultants interested in providing these services can provide information on engineering and design services for any and all of the Services as further defined in section 3.5.

Based on the evaluation of the qualification statements and subsequent proposal review it is the intent of the City of Roswell to enter into a three-year general services contract agreement with selected Consultant and to subsequently execute "task order" assignments in accordance with the general service agreement for specific work and services related to various services described in this RFQ.

### **3.2 Project Manager for City of Roswell**

The successful Offeror will report to the Environmental \ Public Works 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 and Overview**

The City requires the services of a Consultant(s) to provide engineering and design services for capital improvement or maintenance projects, or evaluate such projects on very short notice, and on an as-needed basis, as determined by the City. Each of these projects has been or will be approved by the Roswell City Council for all phases of the project. Some of the projects may involve Federal, State, or County grant funding in addition to City funding where there will be special process or reporting requirements.

If selected, copies of topographical maps, existing drainage systems, land use maps, floodway/floodplain charts, wetlands maps, tax parcels, and City road maps will be made accessible to the Consultant by various City departments. The Consultant will coordinate with the City representative for use of the above materials. The City does not warrant the accuracy of the available data, and the Consultant is expected to conduct applicable field testing where the work so requires.

#### **3.4.1 General Notes**

- ✓ It is the intent of the Environmental/Public Works Department to select consultants based on experience in the Design Services areas.
- ✓ The City of Roswell requests Consultants have knowledge of and experience with Low Impact Development/Green Infrastructure Best Management Practices.
- ✓ The City requests Consultants be familiar with Roswell Water Utility design and construction specifications and City of Roswell ordinances and requirements.

- ✓ The City requests Consultants be familiar with Georgia Environmental Protection Division's Drinking Water Program and related permitting if submitting for the Water Supply Infrastructure Services.
- ✓ The City requests Consultants be familiar with the MS4 Phase I Stormwater Permit.
- ✓ The City requests Consultants be familiar with current best practices and trends in the service areas that correspond with their application.

### **3.5 Services Needed**

The following areas are the engineering and design service areas needed for the City of Roswell Environmental/Public Works Department:

- ✓ Stormwater Infrastructure and Drainage Improvement
- ✓ Water Supply and Distribution
- ✓ Solid Waste, Sanitation and Recycling
- ✓ Fleet Management
- ✓ Geotechnical
- ✓ Survey

Consultants interested in providing these services can provide information on engineering and design services for any and all of the following services. Consultants should provide a separate Statement of Qualifications for each service area.

#### **3.5.1 Stormwater Infrastructure/Drainage Improvement Services**

Consultant design services may include all or some of the following: hydraulic analysis or modeling for new or replacement culverts, stormwater pipe/drainage design, green infrastructure/low impact development BMP design, stormwater management facility design, open channel design, stream bank restoration, environmental design services (i.e. life cycle analysis, Master Planning, inventory inspection, stream water quality monitoring or impaired stream watershed improvement projects), and stormwater best management practices design. Development of concept plans, base mapping/surveying data, engineering reports, construction plans, construction documents, erosion and sediment control plans, quantities, right-of-way plans, easement acquisition, permitting, cost estimates, bid documents, etc. may be included. Additional services could include professional opinions, project and asset management, life cycle cost analysis, GIS services. plan review, MS4 reporting and compliance, bid-phase services, construction inspection and contract management.

#### **3.5.2 Water Supply and Distribution**

Consultant design services that may be requested include waterline design for replacement and new waterline construction, well development and hydrogeology, and water infrastructure including water supply intake system and water plant expansion. Development of concept plans, basemapping / surveying data, engineering reports, construction plans, construction documents, erosion and sediment control, quantities, right-of-way plans, easement acquisition, permitting, cost estimates, bid documents, calibration and analysis of water hydraulic modeling system, etc. may also be requested. Additional services could include professional opinions, facilities upgrades and improvements, project

and asset management, life cycle cost analysis, GIS services, plant operations and power usage review and optimization, plan review, hydraulic modeling, bid-phase services, construction inspection and contract management.

### **3.5.3 Solid Waste, Sanitation, and Recycling**

Consultant evaluation and design of waste transfer station expansion. Design services that may be requested include engineering reports, construction plans, construction documents, permitting, cost estimates, bid documents, etc. Additional services could include professional opinions, facilities upgrades and improvements, cost of service, project and asset management, life cycle cost analysis, GIS services, solid waste operations review and optimization, bid-phase services, and construction inspection.

### **3.5.4 Fleet Management Services**

Professional services to include fuel management systems engineering, project management, fueling system troubleshooting, facilities maintenance upgrades and improvements.

### **3.5.5 Geotechnical**

Consultant services will be primarily geotechnical testing with the potential for some analytical and reporting work. The most common testing services will be, but will not be limited to: Soils testing, in-situ compaction testing, foundation testing, permeability and infiltration testing, concrete testing and specialty materials testing. Include appropriate standard testing rates for the customary services identified above and other testing and observation services which your firm provides including technician rates. Please indicate the location of your firm's testing lab.

### **3.5.6 Surveying**

Perform all land surveying services as needed to produce base mapping for various projects. Produce base mapping, legal descriptions, boundary surveys, topographic surveys, right-of-way surveys, research land records, deeds, etc., necessary for various projects. All surveying performed will be compatible with the City's GIS. system database. On certain projects, the City may allow aerial mapping to be used in lieu of some surveyed data. Additional services could include field stake out and marking of proposed projects, rights of way, and easements.

## **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 1/2" 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 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 four (4) page limit. Each Statement of Qualifications shall be prepared simply and economically, to provide a straightforward and concise delineation of respondent's capabilities. Elaborate 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 four (4) page Statement of Qualifications per service listed in section 3.5 shall include the following information:

#### **4.3.1 Brief business profile**

At a minimum please include the year the business established, as well as major mergers and acquisitions. Firm must have been in business for at least five (5) years at time of SOQ. **(Evaluation Criteria 1)**

#### **4.3.2 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. **(Evaluation Criteria 1)**

#### **4.3.3 Project Management Approach**

Explain your approach to project management, including your plan for responding quickly to City requests and the strategy that your firm plans to employ to complete task order projects on time and under budget. Provide your firm's understanding of the risks and challenges associated with task order projects, and how your approach mitigates those risks and meets the challenges. **(Evaluation Criteria 2)**

#### **4.3.4 Specialized Experience and Technical Competence**

Indicate areas of services from section 3.5 in which the Consultant is qualified. 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 specialized experience and technical competence of the firm and proposed team members. Prior City of Roswell projects should take precedence. The following project information must be provided: Project name, location, owner's contact including email address and phone number, dates during which services were performed and photographs of the project with a brief description of project. List the names and roles of proposed

team members, if any, who participated in these projects. These projects will serve as the Offeror's references, and may be used to determine responsibility as well as an evaluation factor. Any letters of reference/recommendation about the firm's performance on the project may be included in an appendix which will not count against the 4 page limit. **(Evaluation Criteria 3)**

#### **4.3.5 Demonstrated Success and Past Performance**

Provide information demonstrating the firm's success regarding cost control, quality and schedule. Projects requested in Section 4.3(4) (above) may be referenced. **(Evaluation Criteria 4)**

Additional Required Information requested in 4.3.6-4.3.10 is not part of the four (4) page limit. These items are Pass/Fail and relate to responsiveness and responsibility.

#### **4.3.6 Qualifications Letter and Certification**

Use letter provided on page 3 of this RFQ.

#### **4.3.7 Signed Addenda**

#### **4.3.8 Required Forms and Exhibits**

E-Verify (Exhibit B); Corporate Certification (Exhibit A); any exceptions to Terms and Conditions

#### **4.3.9 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.

#### **4.3.10 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.

### **4.4 Rate Schedule**

In a separate sealed envelope clearly marked RATE SCHEDULE, the Offeror shall submit a Rate Schedule for services which is to set for the initial term of one year. Negotiation will be allowed at the time of the contract renewal.

- ✓ The billing rates shall include all labor cost, operating overhead, and profit for each position.
  
- ✓ Direct project expenses including, but not limited to, local travel, printing, postage, material reproduction, meals, specialized equipment, and direct expenses of sub consultants are not to be included in the billing rates below. Such expenses shall be reimbursable at actual cost.

Offerors are required to submit their rates in the following format, as applicable:

Engineering Services as required should be priced with a per hour rate:

1. Principals
2. Project Manager/Task Leader (GA P.E. required)
3. Project Engineer I or II
4. CAD Specialist
5. Project Scientist
6. Georgia Registered Land Surveyor
7. Field Survey Crew
8. Clerical
9. Permitting Technician
10. GIS Specialist
11. Construction Inspector
12. Contract Manager

## 5 EVALUATIONS

### 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 scores the SOQs, the evaluation committee will meet and rank the SOQs using a consensus based on individual scores and strengths and weaknesses noted as a basis for that consensus rank.

Final ranking may be made at this time or some Short-listed Offerors may be required to give an oral presentation to the evaluation committee to demonstrate their understanding of the project work required. After any Oral Presentations the Evaluation Committee will consider any information gained during the interview, and may re-rank the SOQs using any new information gained as part of the interview. Any re-ranking will require narrative backup concerning the reasoning.

## 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**

This Contract is intended to be a multi-year contract for the Services described in this solicitation. Pursuant to Georgia law, this Contract will terminate absolutely on June 30 of the fiscal year in which it is executed.

Unless either party gives written notice on or before June 15 of any year in which this Agreement is in effect, the Agreement will automatically renew for the following fiscal year for up to 3 annual renewal terms ending \_\_\_\_\_.

Upon termination of the contract upon non-renewal or upon the end of the final renewal period allowed herein, whichever comes first, this Agreement shall terminate completely.

### **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. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after 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.

## **6.6 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

### **6.7 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.

### **6.8 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 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.

## **6.9 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.

## **6.10 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.

### **6.10.1 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."

#### **6.10.2 Penalties:**

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

- i. The Contractor has made false certification hereinabove; or
- ii. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50 24 3.

#### **6.11 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.

#### **6.12 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 or services, 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: Accounts Payable  
invoices@roswellgov.com  
38 Hill Street  
Roswell, GA 30075

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

**6.13 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

1810 Hembree Road

Alpharetta, Georgia 30009

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:\_\_\_\_\_



## EXHIBIT C- SAMPLE CONTRACT



### CONTRACT AGREEMENT

**RFQ #18-134-G**

### ENV/PUBLIC WORKS STANDBY ENGINEERING DESIGN 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 (18-134-G) 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 included in the RFQ submittal. The parties agree to compensation not to exceed One Million Dollars (\$1,000,000.00) per year for services to be provided as follows:

## **1 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 Term of Contract**

See RFQ Section 6.3.

## **3 Independent Contractor**

### **3.1 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.

### **3.2 No False Representation**

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.

### **3.3 Invoices**

The Contractor may submit progress invoices on a monthly basis for all Services performed in the preceding month. The City of Roswell shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice.

## 4 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.

## 5 Insurance

### 5.1 Workers Compensation and commercial general liability 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.

### 5.2 Policy and Notice

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.

## 6 Termination

### 6.1 Notice

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.

## **6.2 Termination for Lack of Funds**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

## **6.3 Immediate Termination**

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

### **6.3.1 Cause for Immediate Termination**

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.

### **6.3.2 Additional Causes for Immediate Termination**

After five (5) days written notice fails to:

- 6.3.2.1 Maintain the required insurance, or;
- 6.3.2.2 In any other manner to perform the requirements of the RFP.

## **7 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.

## **8 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.

## **9 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.

## **10 Drug-Free and Smoke-Free Work Place**

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

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.

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

1. The Contractor has made false certification herein; or
2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

## **11 Governing Law**

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

## **12 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.

## **13 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: 18-134-G (Including all Addenda)

Proposers Final Offer – Date: \_\_\_\_\_

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.

### 14 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: \_\_\_\_\_