



ITB NUMBER 18-183-L

**INVITATION TO BID FOR
SEMI-AUTOMATED RESIDENTIAL HOUSEHOLD GARBAGE CONTAINERS
Schedule of Events**

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date.....	7/2/2018
Deadline for Receipt of Written Questions.....	7/10/2018
ITB Response Due Date	7/18/2018, 2:00 PM Local Time
ITB Opening.....	7/18/2018, 2:30 PM Local Time

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

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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BID LETTER AND CERTIFICATION

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

We propose to furnish and deliver any and all of the deliverables and services named in the attached **18-183-L Semi-Automated Residential Household Garbage Containers** for the City of Roswell for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

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

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

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred eighty (180) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

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

Authorized Signature for Offeror _____

Date _____

Print/Type Name _____

Print/Type Offeror Name Here _____

Phone: _____ Email Address: _____

10 Critical Things to Keep in Mind When Responding to an ITB 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 ITB and is an excellent
3. _____ **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 ITB. All addenda issued for an ITB are posted on the City's website and will include all questions asked and answered concerning the ITB.
4. _____ **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **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.
6. _____ **Use the forms provided**, e.g. cover page, bid sheet, standard forms, etc.
7. _____ **Check the City's website for ITB addenda.** Before submitting your response, check the City's website at www.roswellgov.com/bids to see whether any addenda were issued for the ITB. **If so, you must submit a signed cover sheet for each addendum issued along with your ITB response.**
8. _____ **Review the ITB 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.
9. _____ **Submit your proposal on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

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

PROJECT OVERVIEW

The City of Roswell Council, the governing authority of City of Roswell, Georgia (“the City”), through its Environmental Public Works Department, requests sealed bids to The City of Roswell for **Semi-Automated Residential Household Garbage Containers**.

SECTION 1: ITB INSTRUCTIONS

1.1 Single Point of Contact

From the date this Invitation to Bid (the "ITB") 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:	Lynn Shriner
Address:	38 Hill Street Roswell, GA 30076
Telephone Number:	770-594-6435
E-mail Address:	purchasing@roswellgov.com

1.2 Required Review

- 1.2.1 **Review ITB:** Offerors should carefully review this ITB 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 ITB.
- 1.2.2 **Addenda:** The City of Roswell may revise this ITB by issuing an addendum prior to its opening. The addendum will be posted on the City's website alongside the posting of the ITB at www.roswellgov.com/bids. Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their ITB 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 ITB must address these questions in writing via e-mail to the Buyer referenced above on or before **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.

1.3 Submitting a Sealed Bid

1.3.1 **Organization of Bid:** Each bid shall be prepared simply and economically, providing straightforward, concise delineation of the Offeror’s capabilities to satisfy the requirements of this ITB. To expedite the evaluation of the bids, it is essential that Offerors follow the format and instructions contained herein.

Offeror shall reference the bid number and closing date and time on the **outside, lower left corner** of the envelope containing the bid. Failure to include such information may delay opening of the bid.

Offerors must organize their bids in the following format:

- a. **Bid Letter and Certification** – Offeror’s authorized representative(s) shall complete and sign the Bid Letter and Certification on page 4 of this ITB and return it with the bid.
- b. **Scope of Project/Specifications** – Offeror shall respond comprehensively and clearly to the requirements of *Section 3* and shall include all documents, information, exceptions, clarifications, etc., as requested therein.
- c. **Offeror Qualification** – Offeror shall include all requested documents and information.
- d. **Cost Submission** – Offeror’s authorized official to complete, sign, and return with bid response.
 - i. Offerors **must** respond to this ITB by utilizing the Schedule of Items found in Appendix A.
 - ii. Except in rare cases as described in Section 1.3.5, a bid may not be corrected, withdrawn, or canceled by the Offeror for a 180 day period following the deadline for bid submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the bid.
 - iii. The Cost Bid Form will be used as the primary representation of each Offeror’s cost/price, and will be used extensively during bid evaluations.
 - iv. Additional information should be included as necessary to explain in detail the Offeror’s cost/price.
- e. **Appendix A, Standard Forms** – Offeror’s authorized representative(s) **must** complete the standard forms and return with bid response.
- f. **Addenda** – if any addenda have been issued, complete, sign and return the Bid Cost Form and reference All Addenda issued for bid.

1.3.2 **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 proposals that do not follow this ITB format, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.3 **Multiple Bids:** If more than one Bid 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.

1.3.4 **Copies Required and Deadline for Receipt of Sealed Bids:** All bids 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.

Bids must be received sealed and at the Purchasing Office of the location noted on the Cover Page prior to **Schedule of Events**. Facsimile or e-mail responses to invitation for bids are NOT accepted.

1.3.5 Late Submissions, Withdrawals, and Corrections:

- A. **Late Bid:** Regardless of cause, late bids 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 bids will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **Bid Withdrawal:** An Offeror requesting to withdraw its bid prior to the ITB due date and time must 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. **Bid Correction:** If an obvious clerical error is discovered after the bid 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.

1.4 Offeror's Certification

- 1.4.1 **Understanding of Specifications and Requirements:** By submitting a response to this ITB, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this ITB.
- 1.4.2 **Offeror's Signature:** All signatures required in the bid on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the bid. The Offeror's signature on a bid in response to this ITB guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Roswell from obtaining the best possible supply or service. Proof of authority of the person signing the ITB response must be furnished upon request.
- 1.4.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.4.5*, a bid may not be corrected, withdrawn, or canceled by the Offeror for a 180 day period following the deadline for bid submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the bid.

1.5 Cost of Preparing a Bid

- 1.5.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this ITB and any subsequent presentations of the bid 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 bid.
- 1.5.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this ITB 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 ITB process.

SECTION 2: ITB RECEIPT AND EVALUATION PROCESS

2.1. Authority

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

2.2. Receipt of Bids and Public Inspection

- 2.2.1 **Public Information:** During the opening of sealed bids, the Offeror's name, bid amount, and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each bid offer is considered open record and all information received in response to this ITB, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after bid opening 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 Bids:** Upon opening the sealed bids received in response to this ITB, the Buyer in charge of the solicitation will review the bids 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 bid;
 - Bid 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 bid 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 Bids

2.3.1 **Initial Classification of Bids as Responsive or Nonresponsive:** All bids will initially be classified as either “responsive” or “nonresponsive”. Bids 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 ITB; or the bid is not within the plans and specifications described and required in the ITB. Bids 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 Bids:** During the evaluation of the bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses.

Award will be made to the responsive and responsible Offeror whose bid is most economical according to designated criteria. The determination of the lowest responsive and responsible Offeror may involve all or some of the following factors:

- price,
- conformity to specifications,
- financial ability to meet the contract,
- previous performance,
- facilities and equipment,
- availability of repair parts,
- experience,
- delivery promise,
- terms of payment,
- compatibility as required,
- other cost,
- and other objective and accountable factors, if any.

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 Bids:** Selection and award will be based on the Offeror’s bid and other items outlined in this ITB. 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 Discussion/Negotiation:** After receipt of all bids 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.

2.3.6 **Contract Award:** Award, if any, will be made by City Council upon recommendation, to the Offeror providing the lowest responsive and responsible bid and who provides all required documents.

2.3.7 **Purchasing Policy:** [The City of Roswell Purchasing Policy](#) is incorporated herein by reference.

2.4. [Roswell’s Rights Reserved](#)

While the City of Roswell has every intention to make an award as a result of this ITB, issuance of the ITB 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 ITB at any time. A notice of cancellation will be issued on the Roswell website. If the ITB is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its bid. Bids may be returned upon request if unopened;
- Reject any or all bids received in response to this ITB,
- Make a contract award, based directly on the bids 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 ITB which would not have significant impact on any bid;
- 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

The City of Roswell Council, the governing authority of City of Roswell, Georgia ("the City"), through its Environmental Public Works Department, requests sealed bids to The City of Roswell for **Semi-Automated Residential Household Garbage Containers**.

3.2 Required Information : Scope of Work

SPECIFICATIONS FOR SEMI-AUTOMATED RESIDENTIAL HOUSEHOLD GARBAGE CONTAINERS FOR CITY OF ROSWELL

1. Sizes of Containers: 96 gallons and 48 gallons
Bid quantities are estimates for purposes of comparison only, actual quantities will be determined at the issuance of the Purchase Order.
2. Total Estimated Quantity: 23,000 as follows:
 - a. 21,000 - 96 gallon containers
 - b. 2,000 - 48 gallon containers
 - c. Actual number and sizes of containers will be determined based on City of Roswell needs
3. Color: Dark Cool Gray
4. Wheeled and with a lid
5. Heavy duty top lip

6. Containers must comply with ANSI Standards Z24.30 and Z245.60 (shall be both Type N and Type G compliant)
7. Metal lift bar (replaceable if damaged)
8. Either injection model with the high-density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized
9. One piece molded handle
10. Molded-in foot tilter
11. Markings as follows:
 - a. City of Roswell logo, "Household Garbage Only" and Solid Waste Division phone number hot stamped in white letters that are to be water resistant, approximately 1" in height on each side of container (see attached photo). Proof required before printing (Art 7.8"W X 4.75H / Trim 10"W X 5"H):



- b. Containers shall be numbered for identification purposes: a 6-8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that are to be water resistant and approximately one-inch in height on the front of container body.
12. Containers will be stored, assembled, maintained and delivered by vendor
13. First Article must be delivered within (4) four weeks after receipt of Purchase Order. Delivery of balance of order to begin (2) two weeks after acceptance of First Article and all deliveries completed within (8) eight weeks of initial delivery.
14. Vendor will be responsible for indicating which numbered containers are delivered to specific addresses

15. Vendor will pick up damaged containers and replace with a new one within one week upon request by City of Roswell
16. Vendor will have one week to deliver new containers to new customers when requested by the City of Roswell

Bid must include:

1. Delivery, Assembly and Distribution (A&D): Cart assembly and distribution based on dense urban area in which each residence receives a cart. Carts will be distributed on a route-by-route basis based on the City of Roswell provided list.
2. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by the offeror for a minimum of one year.
3. The offeror will be responsible for providing a suitable area for storage of containers (large, paved, secure and partially covered area) for a minimum of one year.
4. Recording serial numbers: Serial numbers will be electronically recorded using a tablet during distribution to address database provided by the City of Roswell. Address database must be in an electronic format (Excel or CSV) and provided at least 10 business days prior to cart distribution by customer. All reporting will be determined by the accuracy of the City of Roswell's electronic address database.
5. Warranty: 10 years cart body; all other components 10 years
6. Maintenance Program: Offeror will provide maintenance for the carts listed in this proposal. Services will commence on the date of completion of the A & D of all carts and continue for the term of the contract.
 - a. Maintenance program includes repair and or replacement of containers due to damages caused by equipment; accidents; theft; natural weather events, etc.

Offer will maintain and store extra containers for replacement purposes and including but not limited to new residents and will deliver to the specific address upon receipt of information from City of Roswell staff.

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.

4.2 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirement(s) must be met by the offeror.

- 4.2.1 **Georgia Contractors License Prequalification:** Offeror shall provide a copy of their current Certificate of Qualification or Certificate of Registration. (If required)
- 4.2.2 **References:** Offeror shall provide a list of references for the last five (5) clients/projects of the same general size and scope that is proposed in this ITB which the offeror has been awarded. 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 the contract. Note that the reputation of the Offeror regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection. **(See Appendix A for Reference Form)**

4.3 LOCAL VENDOR PREFERENCE

The City of Roswell has enacted a Local Vendor Preference ordinance which applies to all informal and formal procurements greater than \$10,000 excluding construction projects; professional and consulting services; federally funded projects; and online/electronic sealed bid/reverse auctions. A local vendor's responsive and responsible bid will be given preference in the contract award if the bid is within two percent (2%) of the low bid offered by a non-local vendor. The Local Vendor must operate and maintain a brick and mortar business within the corporate limits of the City of Roswell; have a current Occupation Tax Certificate; paid in full all real and personal taxes owed the City; and which upon application has been certified as a "Local Vendor" (has submitted a vendor application and indicated in the bid documents vendor is participating as a local vendor) prior to bid due date and time.

Indicate here if participating as a local vendor: YES _____ NO _____

If YES, submit with the bid, a copy of your current City of Roswell Occupation Tax Certificate (Business License).

_____	_____
Company Name	Phone#
_____	_____
Address	Fax#
_____	_____
City, State and Zip Code	Email Address
_____	_____
Bidder Signature	Title Date

SECTION 5: COST SUBMISSION

Offerors shall respond to this bid utilizing the Cost Bid form on Page 28 of this ITB.

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

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.

6.5 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.

▪ **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

▪ **Comprehensive General Liability Insurance:**

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Products/Completed Operations Insurance
- (c) Broad Form Property Damage
- (d) Personal Injury Coverage

▪ **Comprehensive Automobile Liability Insurance:**

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

▪ **Excess Umbrella Liability Insurance:**

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

The City of Roswell, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Roswell and their affiliated companies and their officers, directors and employees arising out of Offeror's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and non-contributory and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancellable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Offeror's insurer(s) under this additional insured provision. Additional Insured should read: The City of Roswell, Georgia, 38 Hill Street Suite 130, Roswell, Georgia 30075.

6.6 Policy on Hiring Non-Resident Aliens:

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300 Page 9.10-1 of the Rules of the Georgia Department of Labor, and the Offeror certifying to the City that it, and each of 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, Offerors, or subcontractors. Offeror may be suspended, terminated, or debarred if it is determined that the Offeror has made false certification or that the Offeror has violated such certification by failure to carry out this requirement.

6.7 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.

6.8 Drug-Free Workplace

If Offeror 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.

- 6.8.1 **Certification:** If Offeror is an entity other than an individual, it hereby certifies that:
- i. A drug-free workplace will be provided for the Offeror'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 (Offeror's Name), (Subcontractor's Name), certifies to the Offeror 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."
- 6.8.2 **Penalties:** Offeror may be suspended, terminated, or debarred if it is determined that:
- iii. The Offeror has made false certification hereinabove; or
 - iv. The Offeror has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

6.8 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 Offeror, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

6.10 Invoicing and Payment

Payments shall be made according to invoice. The prices quoted shall be firm throughout the contract term. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice. The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed. When all Work is completed and final acceptance has been approved by the City, the Offeror may invoice for the amount retained.

The City will process approved payment requests under this project to the awarded Offeror. Payment to subcontractors and suppliers is the responsibility of the awarded Offeror. 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 30076

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

6.11 Taxes

No sales tax will be charged on any orders.

6.12 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 Rd
Alpharetta, GA 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. 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.

6.13 Termination

(a) *Termination by City:* City may at its sole option terminate this CONTRACT by giving the OFFEROR thirty (30) days written notice. Should the OFFEROR fail to fulfill in a timely and proper manner its obligations under this CONTRACT or if it should violate any of the terms of this CONTRACT, the City shall have the right to immediately terminate the CONTRACT. Such termination shall not relieve OFFEROR of any liability to the City for damages sustained by virtue of any breach by OFFEROR. A reasonable period of time to cure a OFFEROR breach of CONTRACT can be negotiated with the OFFEROR selected.

(b) *Termination by OFFEROR.* If at any time or from time to time during the Term, any of the following events shall occur and not be remedied within the applicable period of time herein specified, namely:

(i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this CONTRACT to be kept, observed or performed by City, and such default shall continue for a period of sixty

(60) days after written notice thereof by OFFEROR to City, which shall specify such failure with particularity.

(c) *Continuing Obligations.* If this CONTRACT is terminated pursuant to this Section 4, the Parties shall account for and pay to the other all sums due and owing pursuant to the terms of this CONTRACT within thirty (30) days after the effective date of termination.

(d) *Force Majeure.* Neither Party shall be liable for any loss, damage, delay or nonperformance of any Services as a result of causes not reasonably within the control of such Party including, but not limited to, acts of God, terrorism, war, riot, insurrection, civil violence or disobedience, blockages, embargoes, sabotage, epidemics, fire, strikes, lock-outs or other industrial or labor disturbances, lighting, hurricanes, cyclonic storms, and explosions; provided, however, that the affected Party notifies the other Party promptly of the occurrence of the cause and thereafter exerts commercially reasonable efforts to overcome the cause of the prevention or hindrance if such cause is within the Party's reasonable control, and to resume performance.

6.14 Representations and Warranties

(a) *Representations by OFFEROR.* OFFEROR hereby represents and warrants to City that:

(i) OFFEROR is a not for profit company duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) OFFEROR has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of OFFEROR.

(iii) This CONTRACT has been duly executed and delivered by OFFEROR and constitutes the legal, valid and binding obligation of OFFEROR, enforceable against OFFEROR in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by OFFEROR does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which OFFEROR is now a party or by which OFFEROR may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to OFFEROR.

(b) *Representations by City.* City hereby represents and warrants to OFFEROR as follows:

(i) City is duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) City has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of City.

(iii) This CONTRACT has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by City does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which City is now a party or by which City may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to City

(c) *Disclaimer of Warranties.* Other than as specifically set forth herein, neither of the Parties makes any representations, warranties or guarantees, express or implied, directly or indirectly, including, but not limited to, any warrant of merchantability or fitness for a particularly purpose.

6.15 Indemnification

OFFEROR hereby agrees to hold harmless and indemnify City, and its employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, damages, demands, claims, suits, actions, causes of action, judgments, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by of them, directly or indirectly, as a result of, arising from, or relating directly or indirectly to: (i) any inaccuracy in or any breach or nonfulfillment of any of the representations or warranties made by OFFEROR in this Agreement; (ii) any breach or nonfulfillment of any of the covenants or agreements made by OFFEROR in this CONTRACT; or (iii) any violations of law by OFFEROR in performing its obligations under this CONTRACT.

6.16 Compliance with Workers' Compensation Act

The Offeror 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 Offeror 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 Offeror does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the Offeror waives subrogation in regard to workers' compensation.

Appendix A – Standard Forms

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

Please complete, sign, and return the entire ITB packet, including but not limited to each of the following forms with the bid submittal:

- Cost Bid Form
- References
- Corporate Certificate
- Scope of Project/Specifications
- Bid Price Certificate

COST BID FORM

TO: BUYER OF RECORD
CITY OF ROSWELL
ROSWELL, GEORGIA 30075

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Roswell, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, staging and storing areas and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for: **Semi-Automated Residential Household Garbage Containers.**

The Bidder has carefully examined and fully understands the Contract, Specifications, Plans, and other documents hereto attached, has made a personal examination of the Scope of Work, is satisfied as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if their bid is accepted, they will contract with the City of Roswell in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of scope of work and all Work indicated called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**Bidder must check and initial applicable blank below:
Semi-Automated Residential Household Garbage Containers.**

Bidder affirms that specifications are exactly met:
Yes _____ No _____

ANY DEVIATION FROM SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY BIDDER.
Bidder will explain exact particulars where bid does not meet exactly the specification if "No" is checked above. _____

If this bid shall be accepted by the City of Roswell and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the date of Notice of Award of the Contract, then the City of Roswell may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Roswell as liquidated damages.

Bidder agrees that the provisions of the City of Roswell Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. Provided, however, that in the event of a conflict

between the terms and conditions contained therein and the terms and conditions of this Contract, the latter shall govern.

Bidder agrees that from the date this Invitation to Bid is issued until an award is made, bidders **are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the bidder from further consideration. Contact information for the single point of contact is as follows:

Buyer: Lynn Shriner
Address: 38 Hill Street
Roswell, GA 30076
Telephone Number: 770-594-6435
E-mail Address: purchasing@roswellgov.com

**Bidder has carefully examined the Bidding Documents entitled:
Semi-Automated Residential Household Garbage Containers.**

Bid Due Date: Schedule of Events

Acknowledges receipt of the following addenda numbers and dates, if any:

_____;

And has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the Base Bid Work, in accordance with said documents, for a unit price amount:

Manufacturer _____

Brand _____

Model # _____

Model # _____

Net Cost _____ DOLLARS (Words)

(\$ _____) (Numbers) as provided in Exhibit A

Days to Delivery from receipt of Purchase Order _____

Discounts _____

Bidder further declares that the full name and business address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address: _____

Signature of Authorized Representative:

Title: _____

Phone: _____

E-Mail: _____

The intent of these specifications is to cover the following
18-183-L
SEMI-AUTOMATED RESIDENTIAL HOUSEHOLD GARBAGE CONTAINERS

<u>Estimated Quantity *</u>	<u>Model No.</u>	<u>Description</u>	<u>Price Each</u>	<u>Extended Price</u>
2,000		48 Gallon Containers (500 minimum order)		
21,000		96 Gallon Containers (500 minimum order)		
23		48 Gallon Containers (single container order)		
23		96 Gallon Containers (single container order)		
99		48 Gallon Containers (24 minimum order)		
99		96 Gallon Containers (24 minimum order)		
499		48 Gallon Containers (100 minimum order)		
499		96 Gallon Containers (100 minimum order)		
		Refer to Specifications on pages 12-14.		
			Total Bid	

***Estimated quantities are used for comparison purposes only. This is an indefinite delivery, indefinite quantity contract established based on the contractors offered price at each minimum quantity.**

REFERENCES

REFERENCES: Please provide the City with the last five (5) clients of similar size and scope. You may submit your standard list of references as opposed to using this form, but you still need to complete and sign at the bottom.

REFERENCE # 1

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required) _____

Date When Work Performed: _____

Description of Work Performed _____

REFERENCE # 2

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required) _____

Date When Work Performed: _____

Description of Work Performed _____

REFERENCE # 3

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required) _____

Date When Work Performed: _____

Description of Work Performed _____

REFERENCE # 4

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required) _____

Date When Work Performed: _____

Description of Work Performed _____

REFERENCE # 5

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required) _____

Date When Work Performed: _____

Description of Work Performed _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation
Named as Offeror on the foregoing bid; that _____
who signed said bid in behalf of the Offeror, was then (title) _____ of
said Corporation; that said bid was duly signed for and on 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) _____ (Seal)

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred eighty (180) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

The City will review fully documented (i.e. relevant PPI data) requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be considered at the time of Contract renewal and/or extension and will be a factor in the extension review process. Price increases will only be considered when at or below the relevant increase in PPI. The City will determine whether the requested price adjustment or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____