



RFP NUMBER 18-207-G

**REQUEST FOR PROPOSALS
FOR
City of Roswell Police Department Gap Analysis
Schedule of Events**

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	7/26/2018
Offerors Conference non-mandatory	NA
Deadline for Receipt of Written Questions.....	8/2/2018, 2:00 PM
RFP Response Due Date	8/10/2018, 2:00 PM
RFP Opening	8/10/2018, 3:00 PM
Anticipated Award Date	8/27/2018

(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

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

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PROPOSAL LETTER AND CERTIFICATION

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

We propose to furnish and deliver any and all of the deliverables and services named in the attached RFP 18-207-G City of Roswell Police Department Gap Analysis for the City of Roswell.

It is understood and agreed that this Proposal 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 RFP and that this statement is made in accordance with the provisions of such scope / 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 scope of work / specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the scope of work / 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.

PROPOSAL LETTER AND CERTIFICATION

I certify that this Proposal 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 RFP 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 Company Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFP CHECKLIST

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

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

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

1 RFP INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Proposals (the "RFP") is issued until an Offeror is selected, Offerors are not allowed to communicate with any staff (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 RFP

Offerors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFP.

1.2.2 Addenda

The City of Roswell may revise this RFP by issuing addenda prior to its opening. Any addendum will be posted on the City's website alongside the posting of the RFP at roswellgov.com/bids. Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their RFP response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.

1.2.3 Form of Questions

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Buyer referenced above on or before 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 RFP will not be binding upon the City of Roswell. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at www.roswellgov.com/bids. Offerors must sign and return any addendum with their RFP response.

1.3 Offerors Conference

A voluntary offerors conference (if any) will be 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 Proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. To expedite the evaluation of Proposals, 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 Proposal. Failure to include such information may delay opening of the packet.

Name of Offeror

Request for Proposals #18-207-G

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

RFP Closing Time: [insert Date listed in the Schedule of Events]

Offerors must organize their Proposals 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 Proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 Multiple Proposals

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 Proposal: Regardless of cause, late Proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the Purchasing Office by the time designated in the Schedule of Events. Late Proposals 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 Proposal Withdrawal: An Offeror requesting to withdraw its Proposal prior to the RFP due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

1.4.4.3 Proposal Correction: If an obvious clerical error is discovered after the Proposal has been opened; the Offeror may submit a letter to the designated Buyer within two business days of

opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened 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 RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.1 Offeror's Signature

All signatures required in the RFP on behalf of an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the Proposal. Proof of authority of the person signing the RFP 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 Proposal may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for Proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the Proposal.

1.6 City of Roswell Purchasing Policy

The City of Roswell Purchasing Policy (Revised April 2015) is hereby incorporated by reference. The policy is posted to the City of Roswell website.

1.7 Cost of Preparing a Proposal

1.7.1 Roswell Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of the Proposal as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.7.2 All Timely Submitted Materials Become Roswell's Property

All materials submitted in response to this RFP become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this RFP process.

2 RFP RECEIPT AND EVALUATION PROCESS

2.1 Authority

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

2.2 Receipt of RFPs 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 responding proposals be considered open record until after Council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after Council award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.2.2 Buyer's Review of Proposals

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

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

2.2.2.2 Proposal 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 Proposal 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 Proposals

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive

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

2.3.2 Determination of Responsibility

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

2.3.3 Evaluation of Proposals

During the evaluation of the Proposals, the City reserves the right to request clarification of Proposal responses and to request the submission of references, if deemed necessary for a complete evaluation of Proposal responses.

Staff will make a recommendation for Award to the responsive and responsible Offeror(s) whose Proposal is ranked the highest by the evaluation committee.

The evaluation committee shall be the judge of the evaluation criteria. The City Council will make the award in the best interest of the City.

2.3.4 Evaluation Criteria

The following criteria will be utilized for the purpose of evaluation:

- 1. Experience working with local governments (Weight 30%)**
- 2. Credentials and background of firm principals (Weight 30%)**
- 3. Experience executing a similar scope of work (Weight 30%)**
- 4. References (Weight 5%)**
- 5. Cost Proposal (Weight 5%)** over all proposed cost of the project (provide in a separate package, but within the overall submittal packet). Cost proposal should be broken down by deliverable and/or task.

2.3.5 Completeness of Proposals

Selection and award will be based on the Offeror's Proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, 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 Proposals and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP 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 Proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense. The City may accommodate virtual meetings during post submission activities.

2.3.7 Contract Award

Award, if any, will be made based on the final determination by the City of Roswell City Council.

2.4 Roswell's Rights Reserved

While the City of Roswell has every intention to make an award as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon

a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

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

3 SCOPE OF PROJECT/SPECIFICATIONS

3.1 Scope of Work

Generally, the selected firm shall complete a thorough top down gap analysis of the Roswell Police Department through the lens of the [Final Report of the President's Task Force on 21st Century Policing](#) (May 2015). The analysis should address where we are now as a department, where we need to be, and what needs to happen to get there.

Additionally, this analysis must include but is not limited to:

1. Review and analysis of select past and recent incidents involving RPD.
 - a. Why did they happen?
 - b. Were proper police procedures followed?
 - c. Were the post incident reporting procedures followed and did the after-action meet the standards within professional policing; particularly with K9 deployment?
2. Identification of the unique aspects of RPD and narrative describing the current "culture" of the department
3. Review and analysis of the existing leadership and management practices within RPD
4. Review and analysis of RPD policies, general orders, procedures, and practices
5. Review and analysis of RPD's training protocols for all divisions with a special focus on our K9 training and certification process

The selected firm shall file a final formal report with the Office of the Roswell City Administrator complete with hard recommendations for the City to utilize as a basis for making the necessary

changes within RPD. Once the report is finalized, the selected firm should be prepared to present its findings to the City during at least one special-called public meeting.

3.2 Project Manager for City of Roswell

The successful Offeror will report to the City Administrator (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.

3.2.1 Experience and Qualifications

Respondents should specialize in local government management and operations, especially law enforcement.

3.2.2 Major Components / Project Tasks / Deliverables

The following elements, at a minimum, will be required, and fee proposals should reflect the following:

1. Overall project plan, including a timeline, milestones, and desired outcomes
2. Top down Gap analysis of the Roswell Police Department as described in Section 3.1, including a final report and executive summary. The report and summary must include the following sub-components:
 - a. Best Practice utilization analysis (see Section 3.1)
 - b. Review and analysis of select past and recent incidents involving RPD
 - c. Identification of the unique aspects of RPD, and narrative describing the current "culture" of the department
 - d. Review and analysis of the existing leadership and management practices within RPD
 - e. Review and analysis of RPD policies, general orders, procedures, and practices
 - f. Review and analysis of RPD's training protocols for all divisions with a special focus on our K9 training and certification process

One electronic PDF copy and fifty hard, color copies of the Final Report and Executive Summary are to be delivered for final payment.

3.3 Compliance

The Scope of Work as provided in this document and the Consultant's proposal will be used to develop a statement of work that will clearly establish what work will occur as a result of the contract. Section 3.6 is designed to ensure that the project remains on schedule and that normal duty and care (as recognized by the consultant's profession) is applied to the work associated with the contract.

3.3.1 Project Meeting

A project review meeting will be every two weeks during plan development, reviewing the following items:

- I. Previous meeting items
- II. Review compliance items
- III. Project Schedule (time, locations, and people)
- IV. Project Plan tasks

- V. Billing and payment
- VI. Upcoming Tasks

3.3.2 Reserved

3.3.3 Project Timeline

We anticipate starting the project at the earliest availability. The remaining project timeline will be based on the consultant proposed approach to the problem, along with input from City staff, and will be detailed in the Statement of Work.

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 Proposal

Provide one (1) original hard copy, with five (5) duplicate hard copies, and one (1) electronic copy (PDF, searchable, single document) 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 Proposal 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.

Each Proposal 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. Please limit your proposal to no more than twenty-five (25) pages.

4.3 Proposal Submittal

The Offeror shall submit the following information as their Proposal:

4.3.1 Brief business profile (Credentials and Background)

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 Proposal.

4.3.2 Project Management & Team (Credentials and Background)

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 an appendix.

4.3.3 Experience Executing a Similar Scope of Work

Explain your experience executing a similar scope of Work, including the strategies deployed in the past that you believe would be applicable to the work here. Explain in particular the strategies that your firm plans to employ to accomplish the statement of work for this project and complete the project on time and within budget. Provide your firm's understanding of the risks and challenges associated with this type of analysis, and how your approach mitigates those risks and meets the challenges.

4.3.4 Experience working with local governments and references

Provide information on the firm's experience working specifically with local governments 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. 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.

4.3.5 Pass/Fail items

Additional Required Information requested in 4.3.6-4.3.10 is not part of the twenty-five (25) 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 RFP.

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 associated with the RFP and Standard Contract.

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 Cost Proposal

In a separate sealed envelope clearly marked Cost Proposal, the Offeror shall submit a Cost Proposal, broken down by project deliverables, for services which will be paid following incremental and final delivery and acceptance of project deliverables.

5 EVALUATIONS

5.1 Initial Buyer Review

All Proposals received will be reviewed by the Buyer to ensure that all administrative requirements of the RFP package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All Proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation.

5.2 Evaluation Committee

The Evaluation Committee will review all Proposals received and determine a ranking based on the information provided in Section 4 of this Proposal. After each member of the Evaluation Committee reviews and scores the Proposals, the evaluation committee will meet and rank the Proposals using a consensus based on individual scores and strengths and weaknesses noted as a basis for 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 Proposals 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 RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

6.1 Additional Contract Provisions and Terms

This RFP, including all RFP documents and any addenda, the Offeror's proposal, 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 sole 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 RFP.

6.3 Contract Term

This Contract is intended to conclude upon completion and acceptance of all project deliverables.

6.4 Reserved

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 RFP 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 certificate of insurance, along with an additional insured endorsement to the address listed under Section 1.1 indicating the existence of the policies prior to the beginning of the contract term. 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 additional insured endorsement shall state that the City of Roswell is additionally insured – statements on Certificates of Insurance will not meet this requirement. The requirement is typically met through a separate, signed form, or by means of providing sections of the insurance policy that make broad statements regarding additional insured status as it relates to contractual relationships. All insurance documents should be sent directly from the Insurance Company to purchasing@roswellgov.com with a copy to the contractor (if required by the contractor). The following limits are required:

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 (typically as defined by project deliverables), 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 Consultant. Payment to subconsultants and suppliers is the responsibility of the awarded Consultant. 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 or deliverables, 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
38 Hill Street
Roswell, GA 30075

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the

goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

EXHIBIT A – Corporate Certificate Form

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation

named as Contractor in the foregoing bid; that _____

who signed said bid in behalf of the Contractor, was then (title)_____ of

said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority

of its Board of Directors, and is within the scope of its corporate powers; that said

Corporation is organized under the laws of the State of _____.

This _____ day of _____,

20____(Signature)_____

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Roswell, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project
City of Roswell, Georgia
Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,201__.

NOTARY PUBLIC
My Commission Expires:_____

EXHIBIT C- SAMPLE CONTRACT



CONTRACT AGREEMENT

RFP #18-207-G

City of Roswell Police Department Gap Analysis

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

WHEREAS, the City of Roswell has caused Request for Proposals (18-207-G) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this contract. The Contractor is required to provide the services as called for in the Scope of Services; and

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

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

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation according to the submitted proposal. The parties agree to compensation not to exceed _____ (\$_____) for services to be provided as follows:

1 Statement of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the attached statement of work, and provide those Services as may additionally be specified in the Contractor's proposal in accordance with the terms and conditions of this agreement. The Statement of Work is typically included in the Contractor's final offer. If not, it will be included separately as Attachment C. Said specifications are hereby made a part of this agreement by reference.

2 Term of Contract

See RFP 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 of Award.

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 milestone 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

See RFP, Section 6.

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 Termination for Convenience

The City may terminate, by written notice to the contractor, 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.

6.4 Immediate Termination

The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy in accordance with the further provisions of this Section.

6.4.1 Cause for Immediate Termination

If the contractor 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.

6.4.2 Additional Causes for Immediate Termination

After five (5) days written notice fails to:

- 6.4.2.1 Maintain the required insurance, or;
- 6.4.2.2 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:

- 6. The Contractor has made false certification herein; or
- 7. 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 RFP, any addenda thereto, and the Contractor’s Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

- A - RFP Number: 18-207-G (Including all Addenda)
- B - 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: _____

ATTACHMENT A
RFP# 18-207-G

(Separately Paginated)

ATTACHMENT B

Contractor Final Response to RFP# 18-207-G
(Includes any Best and Final Offers as negotiated)

(Separately Paginated)