

INVITATION TO BID ITB# 18-320-E FOR

CITY OF ROSWELL CHEVROLET TAHOE VEHICLE REPLACEMENT AND EQUIPMENT INSTALLATION FOR FISCAL YEAR 2019

Schedule of Events

<u>EVENT</u>	DATE
ITB Issue Date Deadline for Receipt of Written Questions Deadline for Posting of Written Answers to City's Website ITB Response Due Date ITB Opening Anticipated Award Date	
All time references in this document are understood	

Questions must be asked via the form located **HERE**.

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

Contents

CONTEN	TS	2
BID LETT	TER AND CERTIFICATION	4
OFFERO	R'S ITB CHECKLIST	5
PROJECT	T OVERVIEW	6
SECTION	I 1: ITB INSTRUCTIONS	7
	1.1 SINGLE POINT OF CONTACT	7
	1.2 REQUIRED REVIEW	7
	1.2.1 REVIEW ITB	7
	1.2.2 Addenda	7
	1.2.3 FORM OF QUESTIONS:	7
	1.2.4 THE CITY OF ROSWELL'S ANSWERS	7
	1.3 Pre-bid Conference	8
	1.4 SUBMITTING A SEALED BID	8
	1.4.1 Organization of Bid:	8
	1.4.2 FAILURE TO COMPLY WITH INSTRUCTIONS:	9
	1.4.3 COPIES REQUIRED AND DEADLINE FOR RECEIPT OF SEALED BIDS:	_
	1.4.4 Multiple Bids:	
	1.4.5 Late Submissions, Withdrawals, and Corrections	
	1.5.1 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS:	
	1.5.2 OFFEROR'S SIGNATURE:	
	1.5.3 OFFER IN EFFECT FOR 180 DAYS:	
	1.6 COST OF PREPARING A BID	
	1.6.1 Roswell Not Responsible for Preparation Costs:	
	1.6.2 ALL TIMELY SUBMITTED MATERIALS BECOME ROSWELL'S PROPERTY:	
SECTION	I 2: ITB RECEIPT AND EVALUATION PROCESS	
	2.1 Authority	
	2.2 RECEIPT OF BIDS AND PUBLIC INSPECTION	
	2.2.1 Public Information:	
	2.2.2 BUYER'S REVIEW OF BIDS:	
	2.3 CLASSIFICATION AND EVALUATION OF BIDS	
	2.3.1 INITIAL CLASSIFICATION OF BIDS AS RESPONSIVE OR NONRESPONSIVE:	11
	2.3.2 DETERMINATION OF RESPONSIBILITY:	
	2.3.3 EVALUATION OF BIDS:	11
	2.3.4 COMPLETENESS OF BIDS:	12
	2.3.5 Opportunity for Discussion/Negotiation:	12
	2.3.6 CONTRACT AWARD:	12
	2.4 ROSWELL'S RIGHTS RESERVED	12
SECTION	I 3: SCOPE OF PROJECT/SPECIFICATIONS	12
	3.1 CITY'S INTENT	
	3.2 REQUIRED INFORMATION : GENERAL NOTES	13

3.3 Scope of Work	13
SECTION 4: OFFEROR QUALIFICATIONS	13
4.1 CITY'S RIGHT TO INVESTIGATE	13
4.2 OFFEROR INFORMATIONAL REQUIREMENTS	13
4.2.1 References:	13
4.3 LOCAL VENDOR PREFERENCE	14
SECTION 5: PRICE SUBMISSION	15
SECTION 6: TERMS AND CONDITIONS	16
6.1 Additional Contract Provisions and Terms	16
6.2 Performance Prior to Contract Execution	16
6.3 Contract Term	16
6.4 Contract Termination	16
6.5 Subcontractors	16
6.7 GENERAL INSURANCE REQUIREMENTS	17
6.8 COMPLIANCE WITH WORKERS' COMPENSATION ACT	17
6.9 COMPLIANCE WITH ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT	17
E-Verify Program:	17
6.10Compliance with Laws	19
6.11Drug-Free Workplace	19
6.11.1 CERTIFICATION:	19
6.11.2 PENALTIES:	19
6.12Substitutions and Change Orders	19
6.13Invoicing and Payment	20
6.15 Deliveries	21
APPENDIX A – STANDARD FORMS	21
PRICE BID FORM	22
CITY OF ROSWELL CONTACT	44
COMPREHENSIVE BID LIST	45
REFERENCES	46
BIDDER QUESTIONAIRE	49
CORPORATE CERTIFICATE	50
AFFIDAVIT - CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM	51
ADDENING B _ STANDARD BO TERMS AND CONDITIONS	E2

(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 ITB# 18-320-E CITY OF ROSWELL CHEVROLET TAHOE VEHICLE REPLACEMENT AND EQUIPMENT INSTALLATION FOR FISCAL YEAR 2019 for the City of Roswell for which prices have been set. The price or prices offered herein shall apply for the duration of the Project.

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 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) calendar 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
rint/Type Offeror Name Here

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

1	Read the <u>entire</u> 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 source of information.
3	Attend the pre-bid 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
	ITB. The Schedule of Events will indicate if the pre-bid conference is mandatory.
4.	Take advantage of the "question and answer" period. Submit your questions
	via the form linked on the Bid Cover page 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.
5	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.
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 the published ITB and in your
	response.
7	Use the forms provided, e.g. cover page, bid sheet, standard forms, etc.
8	Check the City's website for ITB 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 ITB. If so, you must submit a signed cover
	sheet for each addendum issued along with your ITB response.
9.	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.
10.	Submit your proposal on time. Note all the dates and times listed in the
	<u>Schedule of Events</u> 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 the City of Roswell, Georgia ("the City"), is requesting offers for the CITY OF ROSWELL CHEVROLET TAHOE VEHICLE REPLACEMENT AND EQUIPMENT INSTALLATION FOR FISCAL YEAR 2019.

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: Edward S McAdoo III
Address: 38 Hill Street Suite 130

Roswell, GA 30075

Telephone Number: 770-641-3718

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 http://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 by using this Form¹ on or before the date provided in the Schedule of Events of this ITB. 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 an official written answer to all questions received within the period stipulated in the <u>Schedule of Events</u>. The City of Roswell's response will be by formal written addendum. Any other form of interpretation, correction, or change to this ITB 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 ITB at http://www.roswellgov.com/bids. Offerors must sign and return any addendum with their ITB response.

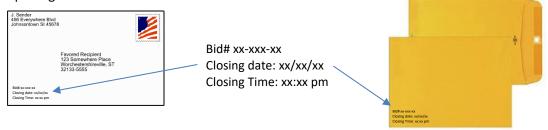
¹ If link is broken cut and paste https://form.jotform.com/82504253673153 into your browser of choice.

If there is a pre-bid conference listed in the <u>Schedule of Events</u>, the date and time will be provided in the <u>Schedule of Events</u>. If a conference is being held, it will be held in Council Chambers, Roswell City Hall, 38 Hill St., Roswell, GA. 30075. The <u>Schedule of Events</u> will state if the Pre-bid Conference is mandatory. If the Pre-Bid Conference is not listed as Mandatory, then attendance is not required, but highly recommended.

1.4 Submitting a Sealed Bid

1.4.1 Organization of Bid: Each bid shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this ITB. To expedite the evaluation of proposals, 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. **Price Submission** Offeror's authorized official to complete, sign, and return with bid response.
 - i. Offerors **must** respond to this ITB by utilizing the Price Bid Form, along with attachments to it (if any) found in Appendix A.
 - ii. 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.
 - iii. The Price Bid Form will be used as the primary representation of each Offeror's price, and will be used extensively during bid evaluations.
 - iv. Additional information should be included as necessary to explain in detail the Offeror's price.
- e. Appendix A, Standard Forms Offeror's authorized representative(s) must complete the

standard forms and return with bid response.

f. **Appendix B, City of Roswell PO Terms and Conditions** - This form of contract is the contract that the City of Roswell utilizes for this type of work and has been included for Offeror review.

g. Appendix C, [Reserved]

- h. **Addenda** if any addenda have been issued, complete, sign and return the Bid Price Form and reference All Addenda issued for bid.
- 1.4.2 Failure to Comply with Instructions: The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this ITB format, are difficult to understand, are difficult to read, or are missing any requested information.
- 1.4.3 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 location noted on the Cover Page prior to the date and time provided on the Cover Page in the <u>Schedule of Events</u>. <u>Facsimile or e-mail</u> responses to invitation for bids will NOT be accepted.

1.4.4 Multiple Bids:

If more than one bid is submitted by an Offeror, or by any person or persons representing the Offeror, all such bids 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 bid for the project to the Owner on its own behalf.

1.4.5 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 may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. 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.

1.5 Offeror's Certification

- 1.5.1 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.
- 1.5.2 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.
- 1.5.3 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.

1.6 Cost of Preparing a Bid

- 1.6.1 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.
- 1.6.2 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 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 (or by delegated authority depending on the offered pricing) upon recommendation, to the Offeror providing the lowest (including selected alternates) responsive and responsible bid and who provides all required documents.

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 for cause or convenience.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.1 City's Intent

The City of Roswell is accepting bids for the furnishing of all materials, labor, and equipment for its Chevrolet Tahoe vehicle replacement program for fiscal year 2019. This is a one-time transaction as the City of Roswell updates its vehicle fleet.

3.2 Required Information : General Notes

The City of Roswell seeks to establish a one-time transaction with a Chevrolet dealership(s) that can produce the vehicles referenced in the bid sheet with the desired specifications.

3.3 Scope of Work

The vehicle replacement consist of vehicles for the Fire & Police Departments. The City of Roswell is seeking to purchase 11 vehicles, consisting of 4 variations of the Chevrolet Tahoe. These vehicles have equipment needs that shall be installed using a turnkey method. The awarded vendor(s) shall be responsible for the purchase of the equipment and any labor cost for installation. The awarded vendor must have the capabilities to complete any installation at their own facilities or at an off-site location. The services may be provided through a subcontractor. Participating vendors are not obligated to bid on every vehicle stated in the bid.

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 References: Offeror shall provide a list of the last <u>five (5)</u> clients/projects of the same general size and scope proposed in this ITB. 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 Exhibit A for Reference Form)

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 curren License).	nt City of Roswell Occupation Ta	x Certificate (Busines
Company Name	Phone#	
Address		
City, State and Zip Code	Email Address	
Bidder Signature	 Title	 Date

SECTION 5: PRICE SUBMISSION

Offerors shall respond to this bid utilizing the Price Bid form on Page 23 of this ITB and the Schedule of Items attached to the Price Bid form. Award for this project will go to the lowest responsive responsible Offeror.

The City of Roswell's Terms and Conditions are set forth below. These terms and conditions must be read together with Appendix B – PO Terms and Conditions. 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 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.

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 or Purchas Order by/between the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract or Purchase Order 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 ITB.

6.3 Contract Term

The contract term for this bid shall be for duration of the project until completion upon written approval of the City and successful Offeror.

6.4 Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract with or without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination. See Appendix B – Standard Contract for further details relating to Termination.

6.5 Subcontractors

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

6.7 General Insurance Requirements

The Offeror shall provide the City of Roswell with a Certificate of Insurance on an ACORD or similar form, along with an additionally insured enforcement, 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 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 City of Roswell 38 Hill Street, Suite 130, Roswell, GA 30075 and list the City of Roswell as additionally insured.

Statutory Workers' Compensation Insurance:

Employers Liability:

Bodily Injury by Accident
 Bodily Injury by Disease
 Bodily Injury by Disease
 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

6.8 Compliance with Workers' Compensation Act

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

6.9 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program: The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United

States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Exhibit D).

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

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - 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.

6.10 Compliance with Laws

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

6.11 Drug-Free Workplace

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

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

6.12 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

The City of Roswell may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- 1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- 2. Method of shipment or packing.
- 3. Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

6.13 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and/or acceptance of the items, the Offeror shall submit a proper invoice detailing the appropriate charges as currently allowed. The City shall retain ten (10%) percent of each payment. In accordance with O.C.G.A. 13-10-80, the City may or may not discontinue additional retainage after the first 50% of the project and zero thereafter the Completed Work. When all Work is completed and final acceptance has been approved by the City, the Offeror may invoice for the amount retained.

Invoices shall be submitted to:

Roswell Finance Department Attn: Accounts Payable invoices@roswellgov.com 38 Hill Street Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within fifteen (15) 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. All invoiced items must be itemized by roadway. The Offeror will provide complete cooperation during any such investigation.

Successful Offeror(s) must register as a vendor with the City with a completed and signed W-9. 6.14 Taxes

No sales tax will be charged on any orders.

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, prior to delivery at onsiete delivery address will contract the Fleet Maintenance Manager, Anthony Milsap to inspect the turnkey vehicles for accuracy of outfitting at the dealership/off-site location. If subsequent turnkey vehicles are produced that not completed in the initial viewing they would need to match the same outfitting as approved by the Fleet Manager. Any error would be at the expense of the offeror for picking up and returning the vehicle. The offeror has sole responsibility for securing all materials at the dealership/off-site location. 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.

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 each of the following forms with the bid submittal:

- Price Bid Form
- Bid Schedule of Items
- References
- Bidder Questionnaire
- Corporate Certificate
- Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify)

PRICE BID FORM

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

To Whom It May Concern:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Offeror, proposes to enter into a Contract with the City of Roswell, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, 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:

CITY OF ROSWELL VEHICLE REPLACEMENT FOR CHEVROLET TAHOES AND EQUIPMENT INSTALLATION FOR FISCAL YEAR 2019

The Offeror has carefully examined and fully understands the Contract, Scope of Work, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied themselves as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he 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 construction 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 and/or construct/provide the items listed in the attached Bid schedule for the unit prices stated.

The Offeror 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.

The Offeror further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed or issuance of the Purchase Order.

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

Buyer: Edward S McAdoo III

Address: 38 Hill Street

Roswell, GA 30076

Telephone Number: 770-641-3718

E-mail Address: purchasing@roswellgov.com

Offeror has carefully examined the Bidding Documents entitled; CITY OF ROSWELL VEHICLE REPLACEMENT FOR CHEVROLET TAHOES AND EQUIPMENT INSTALLATION FOR FISCAL YEAR 2019

Bid Due Date: 11/16/18; Acknowledges receipt of the following addenda numbers and dates, if any: ———————————————————————————————————			
(\$) (Numbers)		
Offeror further declares that the full name ar	nd resident address of Offeror's Principal is as follows:		
ned, sealed, and dated this			
Offeror	r(Sea		
	Company Name		
Offeror Mailing Address:			
Ву:			
Title:			
Phone:			
E-Mail:			

PRICE BID FORM - ATTACHMENT A

SCHEDULE OF ITEMS

ITB# 18-320-E

CITY OF ROSWELL VEHICLE REPLACEMENT FOR CHEVROLET TAHOES AND EQUIPMENT **INSTALLATION FOR FISCAL YEAR 2019**

COST PROPOSAL

2019 CHEVROLET TAHOE PURSUIT SWAT (9)			
, ,	COMPLY		
STANDARD EQUIPMENT (EQUIP INCLUDED IN BASE PRICE)	Yes	No	AMOUNT
V8 - AUTO - A/C - AM/FM/BT - POWER WINDOWS - LOCKS -			
MIRRORS - POWER DRIVERS SEAT - CLOTH BUCKET SEAT W/			
NO CONSOLE - VINYL REAR SEAT - TILT STEERING WHEEL -			
CRUISE CONTROL = REMOTE KEYLESS ENTRY =- VINYL FLOOR			
COVERING - REAR VIEW CAMERA - AUX BATTERY			
VEHICLE EQUIPPED WITH STANDARD EQUIPMENT			
INCLUDES THE FOLLOWING OPTIONS:			
ADMIN PKG. (ALUMINUM WHEEL - CARPER BUCKET SEATS - REMOTE START			
INOPERABLE INSIDE DOOR HANDLE - WINDOWS - LOCKS			
RED / WHITE FRONT AUX DOME LIGHT			
4 X 4 DRIVE TRAIN (5W4 SPECIAL SERVICE)			
4 X 4 DRIVE TRAIN (PURSUIT)			
6 EXTRA KEYS FORB / KEYS			
ADJUSTABLE PEDALS			
SPOTLAMP LED			
CARPET FLOORING W/MATS (INCLUDED W/ADMIN)			
GRILL LAMP & SIREN SPEAKER WIRING			
EXTERIOR COLOR - BLACK			
INTERIOR COLOR - BLACK			
DELIVERY			
BASE PRICE			
OPTIONS TOTAL			
TURNKEY INSTALLATION COST			
TOTAL TO EQUIP (1) VEHICLE			
GRAND TOTAL X 9			

TURNKEY INSTALLATION

QTY	MANUFACTURER	MANUFACTURER #	PRODUCTS	COST
1	SOUNDS OF	ENFWBFS	SOI NFORCE INTERIOR	
	INTERSECTOR		WINDSHIELD LIGHTBAR	
			2017 CHEVY TAHOE DUO	
			BLUE/ WHITE	
1	SOUNDS OF	ENFWBRFC03	SOI NFORCE INTERIOR	
	INTERSECTOR		REAR LIGHTBAR	
			NEWENGKTGD001**	
			2017 CHEVY TAHOE	
			REAR INTERIOR	
			WINSHIELD LIGHBAR -	
			TRIO REAR OUTER	
			INBOARDS	
			BLUE/AMBER/WHITE FOR	
			FLASH/ARROW/REVERSE	
			-TRIO REAR OUTER	
			INBOARDS	
			BLUE/RED/AMBER FOR	
			FLASH /BRAKE/ARROW -	
			DOU REAR INBOARDS	
			BLUE/AMBER FOR	
			FLASH/ARROW	
1	SOUNDS OF	ENFTCDXS1204	SOI NFORCE 4 MOD	
	INTERSECTOR		EXT. TRAFFIC	
			CONTROLLER - DUAL	
			COLOR**MOUNTED ON	
			FRONT BUMPER**	
			DOU BLUE/WHITE -FULL	
			SCENE CAPABILITY	
1	WESTIN	36-53805	WESTIN PUSH	
			BUMPER 2018 TAHOE	
1	WESTIN	36-601582	WESTIN UPPER	
			CHANNEL TO FIT	
			SOUNDOFF NFORCE LEDS	
			TAHOE	
1	WESTIN	36-53805PB	WESTIN BRUSH	
			GUARDS FOR 2015 TAHOE	
1	WESTIN	36-53805W	WESTIN WING WRAP	
			FOR CHEVY TAHOE 15+	
2	SOUNDS OF	ENFRMS3E	SOI ENFORCE 12 LED	
	INTERSECTOR		BLUE LIGHTS	
			**MOUNTED IN UPPER	
			LIGHT CHANNEL OF	
			BUMPER**	

2	SOUNDS OF	EMPS2QMS4E	SOI MPOWER FASCIA 4"	
		EIVIP32QIVI34E		
	INTERSECTOR		12-LED QUICK MNT	
			BLUE/WHITE	
			**MOUNTED ON SIDE OF	
	2011112002		BUMPER** -BLUE/WHITE	
2	SOUNDS OF	ENFRMS3E	SOI SNGL NFORCE SURF	
	INTERSECTOR		MNT 12 LED BLUE/WHITE	
			**MOUNTED IN FOG	
			LIGHT AREA(ON	
			BUMPER)**	
2	SOUNDS OF	ENT2B3E	SOI INTERSECTOR 18-LED	
	INTERSECTOR		UNDER MIRROR LIGHT	
			BLUE/WHITE UNIVERSAL	
			180 DEGREE EXTERNAL	
			UNDER-MIRRROR OR	
			SURFACE MOUNT	
6	SOUNDS OF	EMPS2SMS43	SOI MPOWER FASCIA 4"	
	INTERSECTOR		12-LED SCREW MNT	
			BLUE/WHITE	
			**MOUNTED ON	
			RUNNING BOARDS** (3	
			EACH SIDE)	
6	SOUNDS OF	PMPWDG05B	SOI MPOWER FASCIA 4" 5	
	INTERSECTOR		DEGREE WEDGE BLACK	
2	SOUNDS OF	EMPS2STS4E	SOI MPOWER FASCIA 4"	
	INTERSECTOR		12-LED STUD MNT	
			BLUE/WHITE	
			**MOUNTED IN REAR	
			SIDE CARGO WINDOW**	
2	SOUNDS OF	PMP2BKDGAJ	SOI 4" 5 MPOWER 90	
	INTERSECTOR		DEGREE MOUNTING	
			BRACKET, BLACK	
2	SOUNDS OF	ELUC2S010B	SOI UNIV UNDERCOVER	
	INTERSECTOR		LED INSERT BLUE	
			WAREHOUSE: ATLA	
			**MOUNTED IN REVERSE	
			LIGHTS** 10-16 VDC 1/10	
			CABLE INCLUDES INSERT	
			LENS #1 (EXTREME	
			ANGLE) & INLINE FLASHER	
2	SOUNDS OF	EMPS2QMS5RBW	SOI MPOWER FASCIA 4"	
	INTERSECTOR		18-LED QUICK MNT	
			RED/BLUE/WHITE	
			**MOUNTED ON EACH	
			SIDE OF TAG**	
	1		JIDL OF IAG	

4	SOUNDS OF	EMPS2QMS5RBW	SOI MPOWER FASCIA 4"	
	INTERSECTOR		18-LED QUICK MNT	
			RED/BLUE/WHITE	
			**SPECIAL DISCOUNTED	
			PROMO PRICE	
			#ENGKTGD001**	
			**SURFACE MOUNTED ON	
			REAR PILLARS** (2 ON	
			EACH SIDE)	
2	SOUNDS OF	EMPS1SMS1B	SOI MPOWER FASCIA 3"	
	INTERSECTOR		4-LED SCREW MNT BLUE	
			** MOUNTED ON INSIDE	
			LIP OF HATCH**	
1	SOUNDS OF	ECVCSMLEDF	SOI 12" SM INTERIOR	
	INTERSECTOR		CARGO LED LIGHT **	
			MOUNTED ON INSIDE OF	
			REAR HATCH TO GIVE	
			AREA LIGHT WHEN HATCH	
			IS OPEN**	
1	SOUNDS OF	ENGKTGD002	SOI BLUEPRINT "GOLD	
	INTERSECTOR		PACKAGE" W/ROTARY	
			KNOP CONTROL	
			WAREHOUSE: ATLA	
			- 2 EA ETSSIOON	
			SPEAKERS	
			- 2 EA ENGND04101	
			RMOTE NODES	
			- 1 EA ENGCC01241	
			CNETRAL CONTROLLER	
			- 1 EA ENGSA07152 SIREN	
			480 SERIES 200W AMP	
			- 1 EA ENGCP18002	
			CONTROL PANEL	
			- 2 EA ENGHNK02 REMOTE	
			NODE HARNESS	
			- 1 EA ENGHNK01	
			CENTRAL CONTROL	
			HARNESS	
1	SOUNDS OF	ENGLNK004	SOI BLUEPRINT LINK FOR	
	INTERSECTOR		2015+ TAHOE	
L	i e e e e e e e e e e e e e e e e e e e	1	1	

1	SOUNDS OF	ENGND04101	SOI BLUEPRINT REMOTE	
	INTERSECTOR		NODE WAREHOUSE: ATLA	
1	SOUNDS OF	ENGLNK02	SOI BLUEPRINT	
	INTERSECTOR		REMOTE NODE HARNESS	
			KIT WAREHOUSE: ATLA	
1	GAMBLER	7170-0237-04	GJ 2105 + TAHOE	
	JOHNSON		CONSOLE PKG WITH	
			WHIRING CHASE	
			INCLUDES - ARMREST,	
			CUPHOLDER&	
			MONOGOOSE LAPTOP	
			MOUNT	
1	GAMBLER	7170-0251	GJ PANASONIC CF54	
	JOHNSON		DOCK W/DUAL RF & EXT	
			LIND PWR SUPPLY	
1	GAMBLER	7160-0430	GJ VS EXTERNAL	
	JOHNSON		ARMREST BROTHER	
			PRINTER MOUNT	
1	BROTHER	PJ722	BROT BROTHER	
			POCKET JET 722-200 X 203	
			DPI SESOLUTION	
			WAREHOUSE: ATLA	
			NO CABLES OR PRINTING	
			SUPLIES - PRINTER ONLY	
1	BROTHER	LB3602	BROTHER 6' USB CABLE	
			FOR PROCKETJET 6	
			WAREHOUSE: ATLA	
1	BROTHER	LB3692	BROTHER 14' DIRECT WIRE	
			12 VDC POWER CORD	
1	ABLE-2-PRODUCTS	14.0553	ABL TRIPLE 12V OUTLET	
			вох	
1	SOUNDS OF	ETHTAHO-07+	SOI 2007 TAHOE P/P	
	INTERSECTOR		PLUG-IN FLASHER FOR	
			HEAD & TAIL LTS	
1		SHOP	SHOP SUPPLIES	
1		INSTALL	DSS INSTALLATION OF	
			EQUIPMENT CUSTOMER	
			SUPPLING ADDITIONAL	
			EQUIPMENT - RADIO -	
			CAMERA	

1			20% TINT ON THE FRONT DRIVER AND PASSENGER WINDOW, FACTORY TINT FOR OTHER WINDOWS	
1	4GANTENNA	ANTENNA-AP- 4GANTENNA-CWG-B	ANTENNA PLUS LOWPRO HIGH GAIN	
1	SANTA CRUZ	SC-934-5-A	SC UNIV. WEAPON OVERHEAD SETUP W/#2 KEY **MOUNTED ON PARTITION**	
1	TRUCKVAULT	T-CHTAHM2-15N	TRUCKVAULT TRUCKVAULT - SEE ATTACHED FOR SPECIFICS WAREHOUSE: ATLA TAHOE FIELD RANGER VAULT 2018 CHEVY TAHOE ************************************	
1	THOR	TH400	TH400 THOR 400 WATT 12VDC MODIFIED SINE WAVE INVERTER **MOUNTED IN REAR WITH VAULT**	
1	ABLE-2-PRODUCTS	14.0553	ABL TRIPLE 12V OUTLET BOX **MOUNTED IN REAR WITH VAULT**	
1	SETINA	PK0439TAH15SCA	SMC 10VSUNCOATEDPARTITIO N POLY SLIDER VEHICLE MODEL & YEAR -	
1	SETINA	PK0123TAH152ND	SMC 12VS EXP METAL CARGO PARTITION 2015+ TAHOE VEHICLE MODEL & YEAR -	
1	SETINA	WK0514TAH15	SMC WINDOW BARRIER VS STEEL VERTICAL	
1	SETINA	WK0040TAH15	SMC REAR COPM BARRIERS	

1	PELICAN	#8060AC110	PELICAN 8060 FLASHLIGHT	
			W/CHARGING BASE	
			#8060AC110	
		TURNKEY		
		INSTALLATION COST		
		FOR(1) VEHICLE		
		(SWAT)		

COMPLY		
YES	NO	AMOUNT
	YES	YES NO

TURNKEY INSTALLATION

QTY	MANUFACTURER	MANUFACTURER #	PRODUCTS	COST
1	WHELEN	GB2DDDD	LEGACY SOLO WC 54" RW/RW/RW/RW	
6	WHELEN	GBDLD	LEGACY SOLO AND 1 LONG RED/WHT	
8	WHELEN	GBDLK	LEGACY SOLO AND 1 LONG RED/AMB	
1	WEHLEN	GBTL	LEGACY OPT. ADD 2 LONG T-D	
1	WHELEN	GBA	LEGACY OPT. ADD 2 ALLEY LTS	
1	WHELEN	MKLP93	LO-PRO LIGHTBAR MOUNT KIT #93-2018 CHEVY TAHOE	
1	WHELEN	CCSRNT5	CARBIDE SRN W/CANPORT MODULE & T/A	
1	WHELEN	CC5K2	CCSRN5 INSTALL KIT CHEVY TAHOE	
1	WHELEN	CANCTL6	CANTROL CONTROLLER ROTARY KNOB	
1	WHELEN	SA315P	SA315P SPEAKR, BLACK PLASTIC	
1	WHELEN	SAK63P	SA-315 MT KIT 2017 TAHOE PASS	
1	WHELEN	CANEM16	CANTROL WC EXPANSION MODULE	
1		HOWLER	LOW FREQUENCY TONE SIREN SYS.	
1	HOWLER	HWLRB25	HOWLER MTG BKT F&R 17 TAHOE	
			MUST BE USED WITH SAK63 D&P	
2	WHELEN	M4DWR	M4 SERIES COMBINATION	
			DRIVE/WARNING RED W/CLEAR LENS	
1	WHELEN	M4CT15B	FOG LIGHT MOUNT, FOR 2015 CHEVY	
			TAHOE, PAIR BLACK	
2	WHELEN	TLI2D	ION T-SERIES LINEAR DUO R/W	
2	WHELEN	TCRHD5	TRACER DUO 5-LAMP HOUSING	
10	WHELEN	TCRLRC	TRACER DUO LIGHTHEAD RED/WHT	
2	WHELEN	TCRB45	TRACER MTG KIT CHEVY TAHOE	
2	LED LENSER	M7R	M7 LED FLASHER RED	
1	WHELEN	SSFPOSI6	SOLID STATE HEADLIGHT FLASHER	
2	WHELEN	3SRCCDCR	3"" ROUND SPLIT RED/WHT COMPART	
2	WHELEN	TIONR	ION T-SERIES LIGHT RED	
2	WHELEN	ІЗКС	TRIO ION R/A W/WHT OVERRIDE	
2	WHELEN	IONBKT1	ION LICENSE PLATE BKT HORIZ	
1	PRO-GUARD	PB5715HDL004	PRO-GARD HD PUSH BUMPER W/FOUR	
			WHELEN ION DUO SMOKED LENS	
			RED/WHITE LIGHTS	
1	HAVIS	C-VS-2000-TAH-2	12.5" WIDE 20" VEHICLE SPECIFIC	
			CONSOLE FOR 2015 CHEVROLET TAHOE	
1		C-USB-2	POLICE PURSUIT VEHICLE (PPV) DUAL USB CHARGE MODULE	
	HAVIC			
2	HAVIS	C-ARM-102	SIDE MOUNT ARMREST	

1	HAVIS	C-CUP2-I-	CON, ACSY, CUPHLDR, IM, 5.5MS, 6DG,	
		A06	DUAL	
1	HAVIS	C-AP-	6"" ACCESSORY POCKET W/HINGED LID &	
		0645-L	LOCK, 4.5"" DEEP	
1	HAVIS	C-EB40-	1-PIECE EQUIPMENT MOUNTING BRACKET,	
		CCS-1P	4" MOUNTING SPACE, FITS WHELEN	
			CENCOM	
1	HAVIS	C-EB25-	1-PIECE EQUIPMENT MOUNTING BRACKET,	
		XTL-1P	4" MOUNTING SPACE, FITS MOTOROLA	
1	HAVIS	C-FP-2	2"" FILLER PLATE	
2	HAVIS	C-MCB	MIC DLIP BRACKET	
2	MAGNETIC MIC	MMSU-1	MAGNETIC MIC SINGLE UNIT	
			INSTALLATION COST FOR (1) TAHOE PPV	

COST PROPOSAL

2019 CHEVROLET TAHOE PURSUIT (ADMIN)			-
	СО	MPLY	
STANDARD EQUIPMENT (EQUIPMENT INCLD IN BASE PRICE)	YES	NO	AMOUNT
V8 - AUTO - A/C - AM/FM/BT - POWER			
WINDOWS - LOCKS -			
MIRRORS - POWER DRIVERS SEAT -			
CLOTH BUCKET SEAT W/ NO CONSOLE -			
VINYL REAR SEAT - TILT STEERING WHEEL -			
CRUISE CONTROL = REMOTE KEYLESS ENTRY =- VINYL FLOOR COVERING - REAR VIEW CAMERA			
- AUX			
BATTERY			
VEHICLE EQUIPPED WITH STANDARD			
EQUIPMENT			
INCLUDES THE FOLLOWING OPTIONS:			
ADMIN PKG. (ALUMINUM WHEEL - CARPET			
BUCKET SEATS - REMOTE START			
INOPERABLE INSIDE DOOR HANDLE -			
WINDOWS - LOCKS			
RED / WHITE FRONT AUX DOME LIGHT			
4 X 4 DRIVE TRAIN (5W4 SPECIAL SERVICE)			
4 X 4 DRIVE TRAIN (PURSUIT)			
6 EXTRA KEYS FORB / KEYS			
ADJUSTABLE PEDALS			
SPOTLAMP LED			
CARPET FLOORING W/MATS (INCLUDED W/ADMIN)			
GRILL LAMP & SIREN SPEAKER WIRING			
EXTERIOR COLOR - SATIN STEEL			
INTERIOR COLOR - BLACK			
DELIVERY			
BASE PRICE			
OPTIONS TOTAL			
TURNKEY INSTALLATION COST			
GRAND TOTAL			
NUMBER OF UNITS			
TOTAL TO OUTFIT (1) VEHICLE			
\-/			

TURNKEY INSTALLATION

QTY	MANUFACTURER	MANUFACTURER #	DESCRIPTION	COST
2	SOUNDS OF INTERSECTOR	ENFRMS3E	SOI ENFORCE 12 LED BLUE LIGHTS **MOUNTED IN FOG LIGHTS**	
1	SOUNDS OF INTERSECTOR	PNFSLFLKTTH	**SOI CHEVY TAHOE FOG LIGHT BEZEL	
2	SOUNDS OF INTERSECTOR	ENFSGS3E	SOI SGL NFORCE DECK/GRILL 12 LED LT BLUE/WHITE **MOUNTED IN GRILLE**	
4	SOUND OFF INTERSECTOR	EMPS2QMS3B	**MPOWER R 4" FASCIA LIGHT W/QUICK MOUNT, 8 LEDL BLUE **MOUNTED ON RUNNING BOARDS** (2 PER SIDE)	
4	SOUNDS OF INTERSECTOR	PMP2WD G05B	SOI MPOWER FASCIA 4" 5 DEGREE WEDGE BLACK	
2	SOUNDS OF INTERSECTOR	ENFSGS3B	SOI SGL NFORCE DESK/GRILL 12 LED LT BLUE **MOUNTED IN REAR CARGO WINDOW*	
1	SOUNDS OF INTERSECTOR	ETSA200R	SOI 200 SERIES COMPACT SIREN W/REMOTE AMP AND SWITCH	
1	WHELEN	SA315P	100W COMPACT BLACK COMPOSITE 122DB SPEAKER	
1	WHELEN	SAK1	WEC UNIVERSAL SPEACKER BRACKET	
2	WHELEN	WEC-VTX609	WHELEN OMNI VERTEX DIRECTIONAL LIGHTHEAD 9' CABLE BLUE **MOUNTED IN REVERSE LIGHTS**	
2	SOUND OFF	EMPS1SMS1B	MPOWER R 4" FASCIA LIGHT W/QUICK MOUNT, 8 LED, BLUE **MOUNTED ON TAG**	

1	SHOP	SHOP SUPPLIES	
1	INSTALL DSS INSTALLATION OF EQUIPMENT WAREHOUSE	CUSTOMER SUPPLING ADDITIONAL EQUIPMENT **NO LIGHTS MOUNTED UP HIGH IN WINDOWS OR ON ROOF** - 1 SWITCH FOR FRONT LIGHTSRADIO - 1 SWITCH FOR REAR LIGHTS - 1 SWITCH FOR SIREN	
1	T-CHTAHS2-15N TRU TAJPE STD 2DWR TRAU 3RD REMOVED STANDARD 2 DWR VAULT	TRU TAJPE STD 2DWR TRAU 3RD REMOVED STANDARD 2 DWR VAULT	
		TOTAL COST TO EQUIP (1) ADMIN TAHOE	

COST PROPOSAL

POLICE DEP 2019 CHEVROLET TAHOE PURSUIT			
	COMPLY		
STANDARD EQUIPMENT (INCL BASE PRICE)	YES	NO	AMOUNT
V8 - AUTO - A/C - AM/FM/BT - POWER WINDOWS			
- LOCKS - MIRRORS - POWER DRIVERS SEAT -			
CLOTH BUCKET SEAT W/ NO CONSOLE -			
VINYL REAR SEAT - TILT STEERING WHEEL -			
CRUISE CONTROL = REMOTE KEYLESS ENTRY =-			
VINYL FLOOR COVERING - REAR VIEW CAMERA -			
AUX BATTERY			
VEHICLE EQUIPPED WITH STANDARD EQUIPMENT			
INCLUDES THE FOLLOWING OPTIONS:			
ADMIN PKG. (ALUMINUM WHEEL - CARPET BUCKET SEATS -			
REMOTE START			
INOPERABLE INSIDE DOOR HANDLE - WINDOWS - LOCKS			
RED / WHITE FRONT AUX DOME LIGHT			
4 X 4 DRIVE TRAIN (5W4 SPECIAL SERVICE)			
4 X 4 DRIVE TRAIN (PURSUIT)			
6 EXTRA KEYS FORB / KEYS			
ADJUSTABLE PEDALS			
SPOTLAMP LED			
CARPET FLOORING W/MATS (INCLUDED			
W/ADMIN)			
GRILL LAMP & SIREN SPEAKER WIRING			
EXTERIOR COLOR - SATIN STEEL			
INTERIOR COLOR - BLACK			
DELIVERY			
BASE PRICE			
OPTIONS TOTAL			
TURNKEY INSTALLATION COST			
GRAND TOTAL			
NUMBER OF UNITS			
TOTAL TO OUTFIT (1) VEHICLE			
	1		1

TURNKEY INSTALLATION

QTY	MANUFACTURER	MANUFACTURER#	PRODUCTS	COST
1	SOUNDS OF INTERSECTOR	ENFWBFS	SOI NFORCE INTERIOR WINDSHIELD LIGHTBAR 2017 CHEVY TAHOE DUO BLUE/WHITE	
1	SOUNDS OF INTERSECTOR	ENFWBRFC03	SOI NFORCE INTERIOR REAR LIGHTBAR **NEW ** #ENGKTGD001** 2017 CHEVY TAHOE REAR INTERIOR WINSHIELD LIGHBAR - TRIO REAR OUTER INBOARDS BLUE/AMBER/WHITE FOR FLASH/ARROW/REVERSE - TRIO REAR OUTER INBOARDS BLUE/RED/AMBER FOR FLASH / BRAKE/ARROW - DOU REAR INBOARDS BLUE/AMBER FOR FLASH/ARROW	
1	SOUNDS OF INTERSECTOR	ENFTCDXS1204	SOI NFORCE 4 MOD EXT. TRAFFIC CONTROLLER - DUAL COLOR **MOUNTED ON FRONT BUMPER** DOU BLUE/WHITE -FULL SCENE CAPABILITY	
1	WESTIN	36-53805	WESTIN PUSH BUMPER 2018 TAHOE	
1	WESTIN	36-601582	WESTIN UPPER CHANNEL TO FIT SOUNDOFF NFORCE LEDS TAHOE	
1	WESTIN	36-53805PB	WESTIN BRUSH GUARDS FOR 2015 TAHOE	
1	WESTIN	36-53805W	WING WRAP FOR CHEVY TAHOE 15+	
2	SOUNDS OF INTERSECTOR	ENFRMS3E	SOI ENFORCE 12 LED BLUE LIGHTS **MOUNTED IN UPPER LIGHT CHANNEL OF BUMPER**	

2	SOUNDS OF INTERSECTOR	EMPS2QMS4E	SOI MPOWER FASCIA 4" 12-LED QUICK MNT BLUE/WHITE **MOUNTED ON SIDE OF BUMPER** -BLUE/WHITE
2	SOUNDS OF INTERSECTOR	ENFRMS3E	SOI SNGL NFORCE SURF MNT 12 LED BLUE/WHITE **MOUNTED IN FOG LIGHT AREA(ON BUMPER)**
2	SOUNDSOF INTERSECTOR	ENT2B3E	SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT BLUE/WHITE UNIVERSAL 180 DEGREE EXTERNAL UNDER- MIRRROR OR SURFACE MOUNT
6	SOUNDS OF INTERSECTOR	EMPS2SMS4E	SOI MPOWER FASCIA 4" 12-LED SCREW MNT BLUE/WHITE **MOUNTED ON RUNNING BOARDS** (3 EACH SIDE)
6	SOUNDS OF INTERSECTOR	PMPWDG05B	SOI MPOWER FASCIA 4" 5 DEGREE WEDGE BLACK
2	SOUNDS OF INTERSECTOR	EMPS2STS4E	SOI MPOWER FASCIA 4" 12-LED STUD MNT BLUE/WHITE **MOUNTED IN REAR SIDE CARGO WINDOW**
2	SOUNDS OF INTERSECTOR	PMP2BKDGAJ	SOI 4" 5 MPOWER 90 DEGREE MOUNTING BRACKET, BLACK
2	SOUNDS OF INTERSECTOR	ELUC2S010B	SOI UNIV UNDERCOVER LED INSERT BLUE **MOUNTED IN REVERSE LIGHTS** 10-16 VDC 1/10 CABLE INCLUDES INSERT LENS #1 (EXTREME ANGLE) & INLINE FLASHER
2	SOUNDS OF INTERSECTOR	EMPS2QMS5RBW	SOI MPOWER FASCIA 4" 18-LED QUICK MNT RED/BLUE/WHITE #ENGKTGD001** **MOUNTED ON EACH SIDE OF TAG**

4	SOUNDS OF INTERSECTOR	EMPS2QMS5RBW	SOI MPOWER FASCIA 4" 18- LED QUICK MNT RED/BLUE/WHITE #ENGKTGD001** **SURFACE MOUNTED ON REAR PILLARS** (2 ON EACH SIDE)
2	SOUNDS OF INTERSECTOR	EMPS1SMS1B	SOI MPOWER FASCIA 3" 4- LED SCREW MNT BLUE ** MOUNTED ON INSIDE LIP OF HATCH**
1	SOUNDS OF INTERSECTOR	ECVCSMLEDF	SOI 12" SM INTERIOR CARGO LED LIGHT ** MOUNTED ON INSIDE OF REAR HATCH TO GIVE AREA LIGHT WHEN HATCH IS OPEN**
1	SOUNDS OF INTERSECTOR	ENGKTGD002	SOI BLUEPRINT "GOLD PACKAGE" W/ROTARY KNOP CONTROL - 2 EA ETSSIOON SPEAKERS - 2 EA ENGND04101 RMOTE NODES - 1 EA ENGCC01241 CNETRAL CONTROLLER - 1 EA ENGSA07152 SIREN 480 SERIES 200W AMP - 1 EA ENGCP18002 CONTROL PANEL - 2 EA ENGHNK02 REMOTE NODE HARNESS - 1 EA ENGHNK01 CENTRAL CONTROL HARNESS
1	SOUNDS OF INTERSECTOR	ENGLNK004	SOI BLUEPRINT LINK FOR 2015+ TAHOE
1	SOUNDS OF INTERSECTOR	ENGND04101	SOI BLUEPRINT REMOTE NODE

_	COLINIDG OF	ENICINI/02	COLDILIEDDINIT DENAOTE	
1	SOUNDS OF	ENGLNK02	SOI BLUEPRINT REMOTE	
	INTERSECTOR		NODE HARNESS KIT	
1	GAMBLER JOHNSON	7170-0237-04	GJ 2105 + TAHOE CONSOLE	
			PKG WITH WHIRING CHASE	
			INCLUDES - ARMREST,	
			CUPHOLDER& MONOGOOSE	
			LAPTOP MOUNT	
1	GAMBLER JOHNSON	7170-0251	GJ PANASONIC CF54 DOCK	
			W/DUAL RF & EXT LIND	
			PWR SUPPLY	
1	GAMBLER JOHNSON	7160-0430	GJ VS EXTERNAL ARMREST	
			BROTHER PRINTER MOUNT	
1	BROTHER	PJ722	BROT BROTHER POCKET JET	
			722-200 X 203 DPI	
			SESOLUTION NO CABLES OR	
			PRINTING SUPLIES -	
			PRINTER ONLY	
1	BROTHER	LB3602	BROTHER 6' USB CABLE FOR	
			PROCKETJET 6	
1	BROTHER	LB3692	BROTHER 14' DIRECT WIRE	
			12 VDC POWER CORD	
1	ABLE-2-PRODUCTS	14.0553	ABL TRIPLE 12V OUTLET	
			вох	
1	SOUNDS OF	ETHTAHO-07+	SOI 2007 TAHOE P/P PLUG-	
	INTERSECTOR		IN FLASHER FOR HEAD &	
			TAIL LTS	
1	ABLE-2-PRODUCTS		SHOP	
			SHOP SUPPLIES	
1	ABLE-2-PRODUCTS		INSTALL	
			DSS INSTALLATION OF	
			EQUIPMENT	
			CUSTOMER SUPPLING	
			ADDITIONAL EQUIPMENT	
			- RADIO	
			- CAMERA	
1	ABLE-2-PRODUCTS		20% TINT ON FRONT DRIVER	
_	, ISEE ET RODOCIS		AND PASSENGER WINDOW,	
			FACTORY TINT FOR OTHER	
			WINDOWS	
<u> </u>			VVIIADOVVO	

1	ABLE-2-PRODUCTS	4GANTENNA	ANTENNA PLUS LOWPRO HIGH GAIN ANTENNA-AP-4GANTENNA- CWG-B	
1	SANTA CRUZ	SC-934-5-A	SC UNIV. WEAPON OVERHEAD SETUP W/#2 KEY **MOUNTED ON PARTITION**	
1	TRUCKVAULT		TRUCKVAULT TRUCKVAULT - SEE ATTACHED FOR SPECIFICS TAHOE FIELD RANGER VAULT 2018 CHEVY TAHOE **** TRUCKVAULT MODEL - T-CHTAHM2-15N TRUCKVAULT QUOTE# - PLEASE SPECIFY VEHICLE 2018 CHEVY TAHOE	
1	THOR	TH400	THOR 400 WATT 12VDC MODIFIED SINE WAVE INVERTER **MOUNTED IN REAR WITH VAULT**	
1	ABLE-2-PRODUCTS	14.0553	ABL TRIPLE 12V OUTLET BOX **MOUNTED IN REAR WITH VAULT**	
1	SETINA	PK0123TAH152ND	SMC 12VS EXP METAL CARGO PARTITION 2015+ TAHOE VEHICLE MODEL & YEAR -	
1	PELICAN	8060AC110	MISC PELICAN 8060 FLASHLIGHT W/CHARGING BASE	
			TURNKEY COST TO EQUIPMENT (1) CHEVROLET PURSUIT VEHICLE	

City of Roswell Contact

• Anthony Milsap (Fleet Maintenance Manager) Email Address (amilsap@roswellgov.com) Phone Number 770-594-6518

• During the bid there shall be no contact with Anthony Milsap.

COMPREHENSIVE BID LIST

Quantity	YEAR, MAKE & MODEL	TOTAL COST	ANTICIPATED DAYS TILL DELIVERY
9	2019 CHEVROLET TAHOE PURSUIT SWAT		
1	2019 FIRE DEP CHEVROLET 4x4 TAHOE PPV		
1	2019 CHEVROLET TAHOE PURSUIT (ADMIN)		
1	2019 CHEVROLET TAHOE PURSUIT		
	GRAND TOTAL		

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.

Name of Entity/Firm:
Mailing Address:
City/State/Zip Code:
Contact Person Name:
Contact Person Email / Telephone Number:
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 Email / Telephone Number::
Date When Work Performed:
Description of Work Performed:

REFERENCE # 1

REFERENCE #3

Name of Entity/Firm:
Mailing Address:
City/State/Zip Code:
Contact Person Name:
Contact Person Email / Telephone Number::
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 Email / Telephone Number:
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 Email / Telephone Number::	
Date When Work Performed:	
Description of Work Performed:	
By signing below, I certify that this bid is made without prior understanding, agree connection with any corporation, firm, or person submitting a bid for same materials, so equipment, and is in all respects fair and without collusion or fraud. I understand that bidding is a violation of State and Federal law and can result in fines, prison sentences, damage awards. I agree to abide by all conditions of this bid, and certify that I am auth sign this bid for the offeror. I further certify that the provisions of the Official Code of Annotated and the Code of Ordinances of the City of Roswell have not and will not be viany respect.	ipplies or collusive and civil orized to Georgia
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BIDDER QUESTIONAIRE

1.	What is the name your firm as it will appear on the Bid Documents?				
2.	Within the past three years has any of your firm's contracts been terminated for default, or terminated for convenience prior to the expiration of the current term, or had a payment or performance bond successfully called? YES NO (please circle one).				
3.	If yes, plea	se explain th	e circumstances and provide an owner contact:		
	i.	Circum	stances (attach additional documentation as necessary):		
	ii.	Owner	Contact		
		1.	Organization Name:		
		2.	Contact Name:		
		3.	Telephone:		
		4.	Email:		

CORPORATE CERTIFICATE

l,		, certify that I am the Secretary of	the Corporation
named as Contractor o	on the foregoing bid	; that	
who signed said bid in	behalf of the Contra	actor, was then (title)	of
said Corporation; that	said bid was duly sig	gned for and on behalf of said Corpor	ation by authority
of its Board of Director	s, and is within the	scope of its corporate powers; that s	aid
Corporation is organize	ed under the laws of	f the State of	
This	day of	, 20	
		(Seal)	
(Signature)			

AFFIDAVIT - CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

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 the **City of Roswell (GA)** 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 (E-Verify) User Identific	cation Number		
Date of Authorization			
Name of Contractor			
Name of Project I hereby declare under penalty of perjury that the f	oregoing is true and correct	·	
Executed on,, 201 in	(city),	(state).	
Signature of Authorized Officer or Agent			
Printed Name and Title of Authorized Officer or Age	ent		
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF			
NOTARY PUBLIC My Commission Expires:			



CITY OF ROSWELL

IMPORTANT INFORMATION FOR VENDORS

- Purchase Order Number shall appear on all invoices, shipping notices, and packages.
- Name and address of the ordering department shall appear on all invoices and shipping notices.

Detailed packing list shall be included with each shipment.

Separate invoices shall be sent for each shipment to Purchaser's Bill To address: City of Roswell, 38 Hill Street, Ste. 130, Roswell, GA 30075 or emailed to invoices@roswellgov.com

PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS: The term "Purchaser" means City of Roswell and the term "Seller" means the person, firm or corporation from whom the merchandise, goods and/or service has been ordered.

CONTRACT: This form, when properly signed and bearing a Purchase Order Number, is the only form which will be recognized by Purchaser as authority for charging merchandise, goods and/or services to its account; supersedes all previous communications and negotiations, except as referenced herein, and constitutes the entire agreement between the parties, except as provided herein. The Seller, without the written consent of the Purchasing Agent (or his/her designee), shall not make any changes, alterations, or variations in the terms of the Purchase Order. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior written consent.

TIME IS OF THE ESSENCE: If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser in writing and if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the

Purchaser in writing and, if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller. This is in addition to Purchaser's other remedies.

ERRORS: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order. FREIGHT AND HANDLING CHARGES: Unless otherwise specified herein, prices are F.O.B. Destination (inside delivery as applicable), with freight prepaid and included. Cash-on-delivery (C.O.D.) shipments will not be accepted. Purchaser will not allow charges for boxing, packing, or carried unless by written a reasonable.

INSPECTIONS: All merchandise, goods, and services are subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise, goods or services fail to comply with the specifications imposed by Purchaser or is otherwise of an unsatisfactory condition, the Purchaser may return said merchandise to Seller at Seller's expense. Payment for material on this order shall not constitute acceptance.

PAYMENT TERMS AND DISCOUNT PERIOD: Unless otherwise negotiated the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the each discount period to purchaser will date from

from the receipt of a proper invoice. It shall be understood that the cash discount period to purchaser will date from

receipt by Purchaser of acceptable goods and invoice and not from date of invoice.

PAYMENT DEDUCTION: Payment under this order will be subject to deductions of any valid claim of Purchaser against Seller arising from this or any other transaction.

SUBSTITUTIONS: No substitutions or changes in this order will be accepted unless approved in writing by the

Purchasing Agent (or his/her designee).

10. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed

10. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment. (Sales Tax Exemption 302- 000713/Federal Tax Identification 58-6000655).
11. WARRANTIES: Seller warrants that all merchandise, goods, materials, equipment and services provided under this contract are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Purchaser; all parts and materials are of good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Purchaser and are fit for the known purpose for which they are sold. Said warranty being in addition to any standard warranty or service guarantee given by Seller to Purchaser.
12. PATENTS, TRADEMARKS AND COPYRIGHTS: The Seller warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold City of Roswell as Purchaser, harmless, in the event of any infringement or claim thereof.
13. TITLE: Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good.

13. TITLE: Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good

and marketable title to same.

14. COMPLIANCE WITH LAWS AND REGULATIONS: The Seller by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Purchaser against any loss, cost, liability or damage by reason of Seller's violation of this paragraph. Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.

15. INDEMNIFICATION: All services to be rendered or performed under this agreement will be rendered or performed entirely at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Purchaser and all its officers, agents, employees or otherwise from any all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property - including reasonable attorneys' fees - or judgments against them which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Seller under the terms of this agreement. The Seller agrees to defend against any claims brought or actions filed against the Purchaser with respect to the subject of this agreement whether they are rightfully or wrongfully brought or files. The Purchaser may pursue such remedies as are legally available including those set forth herein.

16. CANCELLATION: Purchaser reserves the right to cancel this order, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such cancellation may be based upon the failure of Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and

diligence, failure to make shipment within the time specified, or for any other reason.

17. COMPLIANCE: Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom practice, or course of dealing to the contrary.