



RFQ NUMBER 18-233-E

For

**REQUEST FOR QUALIFICATIONS
FOR
STANDBY PAINTING CONTRACTORS**

Schedule of Events

<u>EVENT</u>	<u>DATE</u>
RFQ Issue Date.....	7/16/18
Deadline for Receipt of Written Questions.....	8/2/2018
Deadline for Posting of Written Answers to City’s Website	8/13/2018
RFQ Response Due Date.....	8/21/2018, 2:00 PM
RFQ Opening.....	8/21/2018, 2:30 PM
Anticipated Award Date	September 2018
<i>(All time references in this document are understood as Local, Eastern Time for, Roswell, GA.)</i>	

Questions should be directed in writing via email to

purchasing@roswellgov.com

Submit Proposals to:

City of Roswell

Purchasing Division

38 Hill Street, Suite 130

Roswell, Georgia 30075

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QUALIFICATIONS LETTER AND CERTIFICATION

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

We propose to furnish and deliver any and all of the deliverables and services named in the attached RFQ 18-233-E Standby Painting Contractors for the City of Roswell for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

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

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

QUALIFICATIONS LETTER AND CERTIFICATION

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

Authorized Signature for Offeror _____

Date _____

Print/Type Company Name _____

Print/Type Offeror Name Here _____

OFFEROR'S RFQ CHECKLIST

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

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information.
3. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Buyer by the due date listed in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ are posted on the City's website and will include all questions asked and answered concerning the RFQ.
4. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
6. _____ **Use the forms provided**, e.g. cover page, standard forms, etc.
7. _____ **Check the City's website for RFQ 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 RFQ. **If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.**
8. _____ **Review the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.
9. _____ **Submit your SOQ on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

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

SECTION 1: RFQ INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Qualifications (the “RFQ”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer:	Edward S McAdoo III
Address:	38 Hill Street Roswell, GA 30076
Telephone Number:	770-594-6449
E-mail Address:	purchasing@roswellgov.com

1.2 Required Review

- 1.2.1 **Review RFQ:** Offerors should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFQ.
- 1.2.2 **Addenda:** The City of Roswell may revise this RFQ by issuing an addendum prior to its opening. The addendum will be posted on the City’s website alongside the posting of the RFQ at <http://www.roswellgov.com/bids>. Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their RFQ response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.
- 1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the Buyer referenced above on or before the date provided in the **Schedule of Events**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.
- 1.2.4 **The City of Roswell’s Answers:** The City of Roswell will provide by the date provided in the **Schedule of Events**, an official written answer to all questions received within the period stipulated under *Section 1.2.3*. The City of Roswell’s response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City of Roswell. Any formal written addendum will be posted on the City’s website alongside the posting of the RFQ at <http://www.roswellgov.com/bids>. by the close of business on the date listed. Offerors must sign and return any addendum with their RFQ response.

1.3 Pre-qualification Conference

There is no scheduled pre-qualification conference for this solicitation.

1.4 Submitting a Sealed Qualification

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

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

Request for Qualifications #18-233-E
RFQ Closing Date: August 21, 2018
RFQ Closing Time: 2:00PM

Offerors must organize their SOQs in the following format:

- a. **Qualifications Letter and Certification** – Offeror's authorized representative(s) shall complete and sign the Qualifications Letter and Certification on page 4 of this RFQ and return it with the SOQ.
 - b. **Statement of Qualifications** – Offeror shall respond comprehensively and clearly to the requirements of *Section 4* and shall include all documents, information, exceptions, clarifications, etc., as requested therein.
 - c. **Offeror Qualification** – Offeror shall include all requested documents and information.
 - d. **Standard Forms** – Offeror's authorized representative(s) shall complete the standard forms attached (Exhibits A and B) to the contract provided upon award.
 - e. **Addenda** – if any addenda have been issued, complete, sign and return Page 1, Addendum Acknowledgement (for each addenda issued) with bid.
- 1.4.2 **Failure to Comply with Instructions:** The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any SOQs that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.
- 1.4.3 **Multiple SOQs:** 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 **Copies Required and Deadline for Receipt of Sealed Qualifications:** All SOQs must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:

- One (1) unbound hard copy (3-ring binder OK) marked “Original” with original signatures; and
- One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

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

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

- A. **Late SOQ:** Regardless of cause, late SOQs will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror’s sole risk to assure delivery to the Purchasing Office by the designated time. Late SOQs will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **SOQ Withdrawal:** An Offeror requesting to withdraw its SOQ prior to the RFQ due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **SOQ Correction:** If an obvious clerical error is discovered after the SOQ has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened bids for reasons other than obvious clerical errors are not permitted.

1.5 **Offeror's Certification**

- 1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this RFQ, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.
- 1.5.2 **Offeror’s Signature:** All signatures required in the RFQ on behalf of an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the SOQ. Proof of authority of the person signing the RFQ response must be furnished upon request.
- 1.5.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.4.5*, a SOQ may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for SOQ submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the SOQ.

1.6 Cost of Preparing a SOQ

- 1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFQ and any subsequent presentations of the SOQ as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of their SOQ.
- 1.6.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this RFQ become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this RFQ process.

SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS

2.1. Authority

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

2.2. Receipt of Bids and Public Inspection

- 2.2.1 **Public Information:** During the opening of sealed qualifications, only the Offeror's name will be read aloud and recorded. No other information will be disclosed at that time. No other information will be disclosed nor shall the qualifications be considered open record until after Council award. All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after Council award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.
- 2.2.2 **Buyer's Review of SOQs:** Upon opening the sealed SOQs received in response to this RFQ, the Buyer in charge of the solicitation will review the SOQs and separate out any information that meets the referenced exceptions in *Section 2.2.1* above, providing the following conditions have been met:
- Confidential information is clearly marked and separated from the rest of the SOQ;
 - SOQ does not contain confidential material in the cost/price section; and
 - An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each SOQ containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all

legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.3. Classification and Evaluation of SOQs

2.3.1 **Initial Classification of SOQs as Responsive or Nonresponsive:** All SOQs will initially be classified as either “responsive” or “nonresponsive”. SOQs may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the SOQ is not within the plans and specifications described and required in the RFQ. SOQs found nonresponsive may not be considered further.

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

2.3.3 **Evaluation of SOQs:** During the evaluation of the SOQs, the City reserves the right to request clarification of SOQ responses and to request the submission of references, if deemed necessary for a complete evaluation of SOQ responses.

Award will be made to the responsive and responsible Offeror(s) whose SOQ is most economical according to designated criteria.

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

2.3.4 **Completeness of SOQs:** Selection and award will be based on the Offeror’s SOQ and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.3.5 **Opportunity for Interview, Discussion/Negotiation, and/or Oral Presentation/Product Demonstration:** After receipt of all SOQs and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFQ response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the SOQ. Oral presentations and product demonstrations, if requested, shall be at the Offeror’s expense.

2.3.6 **Contract Award:** Award, if any, will be made by City Council upon recommendation, to the Offeror(s) providing all required documents and successfully completes the negotiation process.

2.4. Roswell's Rights Reserved

While the City of Roswell has every intention to make an award as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

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

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.1 City's Intent

The City of Roswell is accepting sealed SOQs from qualified painting contractors to provide services as required in City facilities. No baseline amount of work is guaranteed with this contract. The City expects the contractor to provide the resources as needed and complete assignments in a timely manner. **If multiple offerors are awarded projects will be rotated amongst the vendors. For projects that exceed \$5,000.00 all awarded offerors will submit quotes along with information detailing a time for completion. The City also has the right to receive quotes from other awarded vendors for projects less than the \$5,000.00 if personnel feels the project should be completed for less.**

3.2 Project Manager for City of Roswell

The successful Offeror will report to Building Operations Manager (or designee) at City Hall. Successful Offerors agree to take direction from the project manager and to make all project documentation (time sheets, etc.) available upon request. The project manager shall have sole discretion as to the acceptability of all workers prior to working on site and has the right to require a replacement. Offeror shall issue identification badges and are required while on site. Successful Offerors agree to follow proper safety precautions and to maintain the site at all times in an orderly manner as directed.

3.3 Scope of Work

No specification implied or expressed is intended to limit competition. The specifications below are intended as a guide for the goods and services on which vendors are to submit a SOQ. These

requirements and other specifications are not designed to prevent any vendor from submitting a SOQ. All equipment should comply with the requirements within a generally acceptable range.

Supervision, Equipment and Materials

Contractor agrees to furnish trained, competent labor and supervision and shall coordinate the number and type of personnel required for each job with the Project Manager or designee. Contractor will provide all equipment, scaffolding, safety gear, signage, materials, tools, supplies, and transportation necessary for the proper execution and completion of interior and exterior painting and associated services as specified for the City of Roswell. Painting services shall vary depending on the type and materials of new and existing areas and surfaces to be painted or finished. Materials and services provided by the Contractor shall comply with all current Federal, State, local and municipal laws, ordinances and rules and regulations.

Paints to be used shall be Sherwin-Williams brand; paint quality, color and finish to be specified by the Project Manager or designee for each job assignment. Sherwin-Williams paint shall be purchased under the City of Roswell's account at the Roswell store located at 11053 Alpharetta Highway, Suite A Roswell, GA 30076. A job number will be required for all paint purchases.

All materials such as brushes, rollers, sanders/sandpaper, tape, drop cloths, joint compound, caulk, primer/stain blocker, etc., are to be provided by the Contractor. City of Roswell reserves the right to specify precisely the types of materials to be utilized. Contractor shall only use materials compatible with existing materials that will ensure proper bonding and longevity of surfaces.

Contractor's Warranty

Contractor shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one year from date of final acceptance. Within 5 calendar days of notification, the Contractor shall correct such defects and/or deficiencies at its own expense. Final acceptance does not relieve Contractor from responsibility for latent defects or deficiencies.

Protection

Contractor shall post proper warning signs and/or barriers where necessary. The Contractor shall be responsible and use utmost care in protecting the occupants' property from paint or damage, including all windows, walkways, shrubbery, parked vehicles, and any other property. All furniture, floors, surfaces, and City of Roswell property not to be painted shall be completely protected at all times. Any dropped paint shall be removed.

While performing painting services for the City of Roswell, the Contractor shall be held responsible for any damages caused by Contractor's employees to City of Roswell property or any adjacent property. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the City's satisfaction at the Contractor's expense.

It shall be the responsibility of the Contractor to report to the Project Manager or designee any damage found prior to any work at job sites.

The Contractor shall be entirely responsible for any loss or damage to its own materials, supplies and equipment, and to the personal property of its employees while they are maintained on the work sites.

The work site may be occupied during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times. Work is to be performed without unnecessarily interfering with the activities of City of Roswell employees. The Contractor shall be responsible for controlling employee conduct, minimizing noise, and for assuring that its employees are not boisterous or rude. The Contractor shall not use City of Roswell phones, equipment, or facilities except as authorized. Offending persons will be dismissed immediately from the site and project. The contractor shall not use City of Roswell phones or equipment except as authorized.

Safety

Contractor shall be responsible for assuring the safety of its employees, City employees and the general public during performance of all services under this contract. Contractor shall ensure that all crews are fully and properly equipped and trained to perform services in accordance with OSHA regulations for the project.

Good housekeeping is a must at all times and shall be maintained on a daily basis. Contractor shall remove all soiled or used rags, waste and trash from City facilities generated by any painting service work.

Possession and consumption of drugs or alcohol is strictly prohibited at all times at the job sites and on or around the City's property.

Work may be temporarily stopped by the Project Manager or designee due to severe weather, lack of material, safety violations, or other unforeseen circumstances.

Site Examination

Contractor must inspect each site and submit a quote based upon the bid rates. It shall be the full responsibility of the Contractor to visit and inspect the location(s) prior to the submission of a quote. Submission of the quote is evidence the Contractor has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required. Contractor understands the intent and purpose hereof and their obligations thereunder and that they shall not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this specification, or because of any lack of information.

Inspections must be scheduled by contacting the Project Manager or his designee.

Surface Preparation

Contractor shall be responsible for the proper preparation of surfaces prior to painting which may include the removal of staples, tape or other adhesive materials as well as cleaning areas (i.e., jambs and door facing) where accumulations of dirt, grease, or grime may prevent proper paint adhesion. Cracks and defects in walls, including nail holes, shall be patched before painting. All loose or scaly paint shall be scraped before painting.

Newly constructed wall surfaces shall have all drywall nails/screws filled, seams properly taped, scratched and sanded prior to the application of paint.

Outside corners shall have metal corner bead installed prior to taping and floating (unless otherwise instructed).

All exterior surfaces except windows are to be pressure cleaned, as necessary, to remove dirt, stain, and mildew prior to painting.

The doors, frames, and trim are to be properly sanded and prepped prior to the application of any enamel paint.

Furniture Moving Services

The Contractor shall be responsible for moving and relocating all furniture (desks, cabinets, standalone bookshelves, chairs, plant stands, etc.), for the purpose of painting applicable surfaces behind the furniture, as needed. This may include removing and rehangng items hung on the walls.

The Contractor shall avoid disconnecting electronic equipment such as computers, fax machines, telecommunication equipment, and appliances such as refrigerators in which special contents requiring refrigeration may be stored. The Project Manager or designee shall be responsible for disconnections and coordinating disconnections as necessary.

Paint Application

Contractor shall store, handle, and apply all materials according with manufacturer's specifications, and in compliance with all applicable government regulations. All coating applications or mixing, thinning of material must be performed in accordance with the manufacturer's specifications. All paints shall be thoroughly stirred before removal from the containers and shall be kept stirred while used.

All paint in any one-paint coat shall be hard and dry through the entire paint film before the next coat is applied. In no case shall the elapsed time between the application of successive coat(s) of paint to any surface be less than that recommended by the paint manufacturer.

The rate of coverage per gallon of paint to be applied shall not exceed the maximum rate recommended by the manufacturer.

All coated surfaces shall be free of dust, dirt, and contamination before succeeding coats are applied as per manufacturer's specifications.

Only skilled painters shall be used on the work to ensure finished surfaces shall not show brush marks or other irregularities. All coats shall have uniform thickness and be free of runs, drips, sags, bubbles, pinholes, ridges, laps, and variations in color or texture.

Paint may be rolled or sprayed as appropriate for the application.

Contractor may be required to submit Material Safety Data Sheets (MSDS) sheets upon request.

Exterior Painting

Any rough or peeling surfaces anywhere on the exterior shall be thoroughly scraped with either scrapers or wire brushes and shall be feather-edged with sandpaper before being primed with the appropriate primer prior to the application of two coats of finish as specified.

All pitch (roof tar) shall be removed from gutters, flashing, and fascia boards prior to the application of primer coat. All pitch (roof tar) shall also be removed from all gutters, gutter flashings and fascia.

All window frames and doorframes shall be caulked prior to application of paint. All necessary glazing and caulking shall be done prior to the application of the primer coat around window glass. Caulking

shall include between windows and brickwork and between coping and brickwork and between coats where two coats are specified.

Two coats of the specified paint will be applied to all exterior surfaces unless otherwise approved. All doors to be painted will be painted on both sides, and around top, sides and end. All doors (metal and wood), door frames and window frames except those having an aluminized unpainted finish shall be painted as indicated per the job.

All operable windows shall open freely upon completion of work.

If painted, all roof fans and ventilators (except those of aluminum) are to be painted with two coats of specified paint to match existing roof.

Clean-Up and Precautions

All rubbish accumulated from a job shall be removed from the City's premises by the Contractor at his expense. No trash, paint buckets or other debris is to be placed in City dumpsters or other trash facilities belonging to the City.

The set-up area is to be protected from damage to surface of grounds. Extra precaution should be taken so as not to damage surrounding building walls, landscaping, parking lots, and sidewalks.

At completion of each assigned job, the Contractor shall also remove any dripped paint or finishes from all walls, windows, floors, and finished surfaces that were not present before work commenced. Failure to do so when requested will result in the work being done and charged back to the Contractor.

Contractor and Contractor employees shall prevent accidental spilling of paint materials and in the event of such spill, immediately remove all spilled materials and clean to the original condition prior to the spillage.

All clean-up requirements will be completed before payment will be made for a job.

Contractual Response and Working Hours

Contractor shall be expected to respond to a job assignment or meet with the Project Manager or designee at the job site within 72 hours of notification of proposed project to discuss the project. For each job, a written quote of the total cost of work including the target date for starting and estimated time for project completion will be submitted no more than 24 hours later, and at no cost to the City. Upon issuance of a purchase order the work shall commence within 3 business days.

Each quote/invoice must include, listed separately:

- The quantity, quality, color and finish of the paint the Contractor will order under the City of Roswell's Sherwin-Williams account.
- Labor cost.
- Materials cost (excluding paint).

The Contractor shall complete each project within the time period proposed unless a time extension has been approved by the Project Manager or designee.

Service shall be provided Monday through Friday between 8:00 a.m. and 5:00 p.m. unless requested by the City. If Contractor performs any work afterhours in order to complete a job assignment, no

additional nights/weekends/holidays percentage will be paid unless the work performed afterhours was requested by the City.

If work is to be conducted during non-business hours without the request of the City, written notice must be given to the Project Manager or designee at least 48 hours in advance and approval received prior to commencing the work.

If it becomes necessary for the contractor to perform work during City non-working hours or on weekends and holidays, a list of the Contractor's employees who are scheduled to work must be given to the Project Manager or designee.

Authorized Personnel/Identification

Only authorized employees of the Contractor are allowed on City of Roswell property. Contractor's employees are not to be accompanied in their work area by acquaintances, family members, assistants or any other unauthorized person. Contractor's employees must wear a company uniform, have picture identification badges or other company identification displayed at all times while on City of Roswell property. The City, at its discretion, may require Contractor's employees to wear City of Roswell issued identification. The Project Manager or Designee will direct the Contractor's building access, usage of passenger elevators, use of parking lots and loading dock areas. All employees of Contractors and Subcontractors are subject to background checks at the discretion of the City.

Inspection/Acceptance of Work

Projects will be supervised on a daily basis, or as deemed appropriate, by the Project Manager or designee. Upon completion of a project, work performed by the Contractor is subject to the inspection and approval by the Project Manager or designee. Payment will not be made for any service until all requirements and acceptance of service as to contract compliance has been approved by the Project Manager or designee.

Modification or Additions

Any suggestions by the Contractor for improved quality and/or durability of the completed work through additional preparation, repair or other process are desirable to the City.

Such additions or modifications to the scope of work shall be detailed in each job proposal with the additional benefits fully explained.

These proposed changes must be submitted as an option to the originally stated project specifications.

Building Permits

The City of Roswell will waive any permitting fees required, but it is the contractor's responsibility to acquire any permits as needed.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 City's Right to Investigate

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

The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request.

4.2 Offeror Qualifications

To qualify as a painting contractor for the City of Roswell, your primary business must be painting (no general contractors) and your company must have been in business for a minimum of two (2) years performing the painting services specified herein. The supervisor assigned to the contract must have been working at his trade for a minimum of five (5) years and laborers for at least two (2) years. Extensive work experience may be accepted in lieu of years of business operation in determining a Contractor's qualifications.

4.3 Statement of Qualifications Submittal

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

1. Copy of business license and proof of business operation for at least two (2) years or, in lieu of business operation, proof of Offeror work experience. (Pass/Fail)
2. Name, e-mail, and telephone number of Offeror's designated contact. (Pass/Fail)
3. Offeror shall provide a bank statement or letter from a bank to lead evaluators to the conclusion that the Offeror has the financial capability to successfully perform painting needs. (Pass/Fail)
4. A list of industry trained personnel on staff and their qualifications. This will, at a minimum, be one (1) industry trained supervisor, (1) painter, and one (1) laborer. Supervisor and at least one crew member on site must be able to verbally communicate with the Project Manager or designee.
5. Offeror must provide a list of **five (5)** government and/or commercial projects and that shall include historic homes and/or properties that were successfully completed. References may be contacted to verify Offeror's ability to perform the services requested. Negative references may be grounds for proposal disqualification. 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 SOQ rejection. **(See Exhibit A for Reference Form)**

6. Salary Rate Schedule shall be provided in a separate envelope for industry-trained supervisors and laborers. Include regular or standard rates for the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. Submit additional charges which may apply such as minimums, materials mark-up, trip charges, or surcharges and the applicable circumstances in which they would apply. The City would also like rates for approved work that is performed outside the standard/regular hours of operation. **[NOTE: Jobs will be quoted based on the salary rates and additional charges provided in this schedule.]**

SECTION 5: EVALUATIONS

5.1 Initial Buyer Review

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

5.2 Evaluation Committee

The City and its authorized representatives will evaluate the SOQs on a pass/fail basis for the first three items of section 4.3. The remaining four items will be weighted equally for evaluation purposes; with scoring, weights, and comments to be utilized in a final consensus ranking that will be conducted by the evaluation committee. After the SOQs have been opened, the City will evaluate the SOQs including without limitation, experience, references, and other data and information relating to qualifications. The City will determine which respondents meet the criteria stated in the RFQ.

SECTION 6: TERMS AND CONDITIONS

The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the RFQ or add unnecessary cost. This notification must be made by the deadline for receipt of e-mailed questions or with the Offeror's RFQ response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

6.1 Additional Contract Provisions and Terms

This RFQ, including all RFQ documents and any addenda, the Offeror's bid, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

6.2 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the RFQ.

6.3 Contract Term

The contract term shall be for an initial term of three (3) years with an option to renew for two (2) automatic additional one-year terms, if all terms and conditions remain unchanged and both parties agree.

Projects and repairs begun prior to contract expiration shall be completed per contract terms and conditions.

6.4 Contract Termination

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

6.5 Subcontractors

If multiple contracts are awarded, it shall be the responsibility of each primary offeror, for all work completed by the subcontractor. All subcontractors, if any, must be listed in the bid submission. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract

documents created as a result of any contract award derived from this RFQ shall create any contractual relationships between any subcontractor and the City of Roswell.

6.7 General Insurance Requirements

The Offeror shall provide the City of Roswell with a certified copy of each of the policies or binders to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. In the event a binder is delivered, it shall be replaced within ten (10) days by a certified copy of the policy. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal policy or certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Offeror shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that the City of Roswell is additionally insured.

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

Employers Liability:

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

2. **Comprehensive General Liability Insurance:**

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

3. **Comprehensive Automobile Liability Insurance:**

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

4. **Excess Umbrella Liability Insurance:**

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

6.8 Compliance with Workers' Compensation Act

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

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.

6.10 Compliance with Laws

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

6.11 Drug-Free Workplace

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

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

6.12 Substitutions and Change Orders

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

6.13 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed.

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

Invoices shall be submitted to:

Roswell Finance Department
Attn: Cash Disbursements
invoices@roswellgov.com
38 Hill Street
Roswell, GA 30076

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

No sales tax will be charged on any orders.

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

6.14 Deliveries

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is:

**Building Operations Manager
City of Roswell
38 Hill Street
Roswell Georgia 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 – Reference Form

Please use the following form to provide the City with the last five (5) references in accordance with Section 4.3

I.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

II.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

III.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

IV.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

V.

Entity Name

Project Size and Cost

Contact Person

Title

Mailing Address (P.O. Box)

City

State

Zip

Email Address

Phone Number

Fax Number

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:

REQUIRED STANDARD FORMS

Qualifications Letter and Certification
Addendums
E-Verify



CONTRACT AGREEMENT

This Contract for the Standby Painting Contractors (the “Project”) is made as of the Execution Date _____ by The City of Roswell and _____, (“Contractor”) and The City of Roswell (“City”). Contractor and City may be referred to individually as a “Party” or collectively as “Parties”.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Project located in Roswell, GA, as well as all work incidental and pertinent thereto all in accordance with the Contract (hereinafter designated the “CONTRACT”); **RFQ 18-233-E STANDBY PAINTING CONTRACTORS** (hereinafter designated the “Proposal”), a copy of which is attached hereto as Appendix A and incorporated herein; and the **CONTRACTOR’S Response to RFQ 18-233-E STANDBY PAINTING CONTRACTORS** (Exhibit B) (hereinafter designated the “Response”). In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.

2. The term of the CONTRACT shall begin on the Execution Date above, and shall be for three years with the automatic renewal for two (2) additional one (1) year terms, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The CONTRACTOR is required to submit to the City a Certificate of Insurance prior to commencing work, along with the City being added as additional insured. In addition, the work shall be scheduled as agreed upon by the parties. The anticipated start date of this contract is September 2018

3. Termination

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

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

(i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this CONTRACT to be kept, observed or performed by City, and such default shall continue for a period of sixty (60) days after written notice thereof by CONTRACTOR to City, which shall specify such failure with particularity.

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

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

5. Representations and Warranties

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

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

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

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

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

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

6. Indemnification

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

7. Insurance

The CONTRACTOR, at all times that this CONTRACT is in force, agrees to provide, as a minimum, worker's compensation, commercial general liability, and automobile liability insurance coverage in accordance with the Insurance Requirements provided in Section 6.7 of this solicitation.

8. 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 CONTRACT.

9. Assignment

The Contractor shall not assign or subcontract the whole or any part of this CONTRACT without the City of Roswell's prior written consent.

10. Amendments in Writing

No amendments to this CONTRACT shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

11. Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

12. General Provisions

(a) *Governing Law/Jurisdiction.* This CONTRACT is entered into in the State of Georgia and shall be construed in accordance with the laws of the State of Georgia, without regard to its choice of law provisions. The Parties further irrevocably consent and agree that the Superior Court of Fulton County, Georgia shall be the exclusive jurisdiction for any action or dispute arising out of this CONTRACT and the Parties hereby consent to venue in said court.

(b) *Severability*. If any provision of this CONTRACT is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this CONTRACT will remain in full force and effect. Any provision of this CONTRACT held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) *Waiver*. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this CONTRACT will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

(d) *Survival*. Except to the extent provided to the contrary in this CONTRACT, no termination of this CONTRACT shall in any way effect or impair the power, obligation, duties, rights and liabilities of the Parties relating to (i) any transaction or event occurring prior to such termination or (ii) any of the undertakings, CONTRACTs, covenants, warranties and representations of the parties with respect to (i) or (ii) above. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation of this CONTRACT, including return of unearned cancellation obligations owed by the Parties.

(e) *Successors and Assigns*. This CONTRACT shall not be assigned without express written consent of the other party. This CONTRACT shall be binding not only on the Parties, but also on their heirs, representatives, administrators, executors, successors and, if approved, assigns, and the parties agree for themselves, and their heirs, administrators, executors, successors and assigns, to execute any and all documents which may be necessary or proper to carry out or effectuate the purpose and intent of this CONTRACT.

(f) *Independent CONTRACTOR*. Nothing herein shall be construed to create a partnership or joint venture between the Parties hereto and neither Party shall be liable in any manner for the debts, obligations or liabilities of the other Party.

(g) *Third-Party Beneficiaries*. Except as specifically provided herein, this CONTRACT shall not create or be construed to create in any manner whatsoever, any rights in any person as a third party beneficiary of this CONTRACT or otherwise.

(h) *Further Assurances*. Each Party agrees to do all acts and things and to make, execute and deliver such written instruments as may from time to time be reasonably required to carry out the terms and provisions of this CONTRACT.

(i) *Counterparts*. This CONTRACT may be executed in one or more counterparts, each of which will be deemed an original copy, but all of which together constitute one and the same instrument.

(j) *Rules of Construction*. All references herein to the singular shall include the plural, and vice versa, and all references herein to the neuter shall include the masculine or feminine, as the case may be, and vice versa. When general words or terms are used herein followed by the word "including" (or another form of the word "include") and words of particular and specific meaning, the general words shall be construed in their widest extent, and shall not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning. No provision of this CONTRACT shall be construed against or interpreted to the disadvantage of a party by reason of such Party having or being deemed to have drafted, structured or dictated such provisions.

(k) *Entire CONTRACT*. This CONTRACT, together with all attachments and exhibits thereto, constitutes the entire agreement between the Parties. The CONTRACT supersedes all prior discussions and agreements

between the Parties with respect to the subject matter contained herein, and this CONTRACT contains the sole and entire understanding between the Parties with respect to the transaction contemplated hereby. This CONTRACT may not be modified or amended except by an instrument in writing signed by or on behalf of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CONTRACTOR:

CITY:

BY: _____ **BY:** _____

TITLE: _____ **TITLE:** _____

DATE: _____ **DATE:** _____