

**City of Roswell  
Purchasing Division**

**Gary Palmer  
City Administrator**

**Lori Henry  
Mayor**

**ADDENDUM NUMBER 2**

**ITB # 18-183-L**

**SEMI-AUTOMATED RESIDENTIAL HOUSEHOLD GARBAGE CONTAINERS  
JULY 20, 2018**

**To All Prospective Bidders:**

**In reference to the ITB listed above, the following changes, clarifications, and answers to questions are hereby incorporated into the Invitation to Bid:**

**Changes:**

The ITB Response Due Date and ITB Opening Date are hereby extended until **August 10, 2018**. All other dates and times remain unchanged.

**Replace** the second paragraph currently on page 33 – Bid Price Certification Form with the following:

“Cart/Recycling Bin Price Adjustments: It is the Awarded Proposer’s responsibility to submit a request to modify cost under this contract twice per year. Prices quoted shall be firm for the first six (6) months of the contract period.

After the first six (6) months, pricing for the cart component only of this proposal must be revised based on the price change in HDPE resin for Large Buyer Contract prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CD), 111 North Loop West, Suite 1140, Houston, Texas 77008.

Price adjustments as a result of resin increases or decreases will only be allowed twice per contract year, and resin prices at the beginning of the six (6) month term shall be used for the entire six (6) month period. For example, March 2018 CDI pricing will be utilized for orders placed in April 2018, May 2018, June 2018, July 2018, August 2018, September 2018.”

**Replace** all the words in Section 6.10 with the following:

Payments shall be made according to invoice. The City reserves the right to cancel this contract by giving the Vendor thirty (30) days written notice. The City of Roswell agrees to pay the Offeror in current funds and in accordance with the bid schedule 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 contract to the awarded Offeror. Payment to subcontractors and suppliers is the responsibility of the awarded Offeror. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:  
 Roswell Finance Department  
 Attn: Accounts Payable  
 invoices@roswellgov.com  
 38 Hill Street  
 Roswell, GA 30076

Upon receipt of invoice and inspection and acceptance of goods and services, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation. Successful Offeror(s) must provide the City with a completed and signed W-9

**Replace** the words "Type N" with "Type B and G" on Page 13, Item 6.

**Replace** Section 6.14 (a)(i) with "(i) OFFEROR is a 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."

**Questions and Answers:**

Answers below reference a forthcoming Addendum #3. We are not providing a date for Addendum #3.

#	QUESTION	ANSWER
1.	Section 4, 4.2.1: Is the Georgia Contractors License needed for this contract?	No. However, a Certificate of Authority is required for any foreign entity (i.e. incorporated in another state), and a business license is required for any State of Georgia business. ( <a href="http://sos.ga.gov/admin/files/First_stop_business_guide.pdf">http://sos.ga.gov/admin/files/First_stop_business_guide.pdf</a> )

2.	When does the City plan to have the carts delivered?	There is not a definite, established date at this time. It will depend on approval and issuance of a final contract and an agreed upon date with the selected vendor. We are seeking a good faith estimate of days (After Receipt of Order) for delivery.
3.	Is this bid going to be awarded by line item, or as a whole?	The City is awarding as a whole.
4.	We would appreciate your providing us with the bid award tab from the previous bid, indicating the awarded pricing and winning vendors for each of the containers, or the current pricing and vendor.	The initial bid for the pilot program was through Wastequip/Toter, LLC off a State Contract to purchase 4,000 containers for the semi-automated curbside residential garbage collection pilot program. The current total pricing is \$285,872.06 (assembly, delivery, and maintenance included).
5.	Section 3, 3.2, #13: How many carts for "first article" to be delivered within 4 weeks after receipt of PO? How many carts for the "balance of the order" to begin delivery two weeks after first article is delivered?	One cart is all that is required for first article. This cart will be inspected to ensure that the City agrees that contract specifications have been met. The supplier may produce more than one cart, but that would be at the suppliers sole risk if a defect is discovered in the first article. After acceptance of the first article by the City (first order only), the supplier should start delivery of the balance of the order within two weeks of first article acceptance, and final delivery of the balance of the order would occur within six weeks of the start of delivery. For instance, if the City provided a PO to Supplier on October 1, 2018, the City would expect delivery of first article by October 29, 2018, and if the City inspection and approval was completed by October 31 <sup>st</sup> , then the City would expect delivery of the remaining balance to start by November 14 <sup>th</sup> , and for final delivery to occur by January 9 <sup>th</sup> . This is hypothetical scenario with regard to the date of issuance of the PO, and minor adjustments may be made within this general timeframe with the selected supplier.
6.	Section 3, 3.2, #15 & 16: Could the City elaborate on this if possible? Is this during the first article and the second phase all completed within the 8 week initial? Or is this intended for the maintenance portion?	See #5. The maintenance period is for one year following complete delivery of all carts associated with the initial Purchase Order. There are also options to extend associated with the advertised contract.

7.	Section 3, #1: Will all 23,000 carts be distributed during the A & D phase?	Yes. Please note that the quantities listed in the solicitation are estimates. Final totals will be
8.	Section 3, #2 & 3: Would the City consider offering their own space for this vs. offeror having to include this cost in their response?	No, the City will not offer assembly or storage space.
9.	Section 3, #6: Will the City provide space, staging yard, maintenance yard? Or does the Bidder have to lease their own space?	The City of Roswell will not provide any space, staging yard or maintenance yard. Vendor will provide the space.
10.	Section 3, #6.a: Could the City elaborate on this point? Does the maintenance program requires bidder to staff employees full time, all year long and throughout the week, to handle all work orders requested by the City?	No. Staffing will be provided by the contractor to make initial deliveries and then, on an as needed basis, to deliver replacements, containers for new residents, replace damaged containers, etc. to respond to work orders requested by the City. Requirements with regard to the maintenance program are outlined in Section 3.2 (15 and 16), and the successful contractor must staff to meet those requirements.
11.	Section 6 Terms and Conditions - 6.3 Does offeror need to include pricing for maintenance and storage for the initial one year term only?	Yes. However the contract provides for four renewal terms, during which time the contractor would have continued need for maintenance and storage.
12.	Appendix A - Please confirm scope of work/specifications form is the same as cost bid form?	Yes, these forms are the same.
13.	Page 13, Item 6, requires compliance with "Type N". ANSI compliance with North American Cart Lifters is expressed in ANSI Standards as "Type B" for Semi-Automated Carts and "Type G" for Automated Carts. "Type N" is not a type of cart for ANSI compliance requirements. Please confirm that this type is listed incorrectly, and should be "Type B", which is semi-automated carts in ANSI Standards.	The containers should be Type B and G compliant. The Type "N" was a typo.

14.	Page 13, Item 11.a states "(see attached photo)", but a photo is not provided. Will the City provide this photo for all Bidders?	See forthcoming Addendum #3.
15.	Page 13, Item 13 requires a "First Article" to be delivered within 4 weeks after receipt of Purchase Order, with the balance of carts to begin delivery within 2 weeks after acceptance of the "First Article". Then all deliveries to be completed within 8 weeks of initial delivery. What constitutes the "initial delivery"? Is the "initial delivery" the acceptance date of the "First Article"? Or, perhaps, the "initial delivery" is the date that the balance of carts begin delivery within 2 weeks after acceptance of the "First Article"?	See #5.
16.	Page 14, Item 6.a requires repair and or replacement of carts due to certain circumstances outside the control of the City or the Contractor. Please confirm that the City provides the replacement carts and parts.	Yes. The City would provide the replacement cart and parts, in accordance with item 6.a.
17.	Page 28 only provides a pricing placeholder for carts. As for maintenance services, it is difficult to include pricing within the cart pricing since the quantities listed are estimates and it is not clear if the contract will be for 1 year or up to 4 years. Is there a particular format that you would like the pricing for the A&D portion and then for the maintenance services to be listed?	See the revised Bid Form in forthcoming Addendum #3.
18.	Page 18, Item 6.3 - The City has provided that the latest possible notice of contract renewals is only 15 days before termination (June 30th). With the Contractor being responsible for lease of property for services, landlords typically want a longer renewal notice period (120 or 90 days). Will the City provide this longer renewal notice period?	The City will provide a 120 day renewal notice period.

19.	<p>Page 18, Item 6.5 – The Contractor is required to provide to the City certified copies of each of the policies/binders. This degree of information would require the Contractor to reveal proprietary and confidential information. Instead, our municipalities and customers require a Certificate of Insurance, or a copy of the Declarations page. Please confirm that the Certificate of Insurance or the Declarations page will meet the City’s needs.</p>	<p>An accord form will be sufficient along with a separate additional insured endorsement or provision of the section of policy that confers Additional insured status on contract holders.</p>
20.	<p>Page 19 at top – requires that at any time, if any of the Contractor’s Insurance policies or carriers become unsatisfactory to the City, the Contractor shall provide what is needed to satisfy the City. Will the City please further delineate reasons for the policies becoming unsatisfactory?</p>	<p>It is impossible to delineate all reasons. The most likely reason would be financial failure of carriers, loss of some type of accreditation, etc....., which would make continued reliance upon their insurance untenable.</p>
21.	<p>Pages 20-21, Item 6.10, requires prices firm throughout the contract period. Page 33 describes pricing to be firm for 1 year:</p> <ul style="list-style-type: none"> <li>a. Will the City allow review of pricing prior to the ending of each term (prior to 6-30-2018). (For example, the first term will not be a complete year.)</li> <li>b. The City requires the PPI Index, which lags in reporting, and is not indicative of Roll Cart resin cost fluctuations. In the past we have used the independent resin indices and adjusted for resin only. May we present price adjustments based on real time reporting of Plastics News, an index that is very well respected by both municipalities and manufacturers’ alike? Being able to use the correct resin index prevents Bidders from trying to cover cost risk with a “prediction method” (looking ahead at an ever-changing, unknown resin market</li> </ul>	<p>See Addendum #2.</p>

	costing). That method of pricing often causes higher pricing than may be necessary. All Bidders want to give the City our very best pricing, of course. We respectfully request the use of Plastics News for price adjustments, will full documentation provided at each price adjustment request.	
22.	Pages 20-21, Item 6.10 includes "When all the Work is completed and final acceptance has been approved by the City the Offeror may invoice for the amount retained." This seems to be a provision for a construction contract. Will the City delete this sentence?	See Addendum #2
23.	Page 21, 6.13 – Termination – For the awarded OFFEROR, would the City be open to negotiating the 30 day termination provision as follows: "Due to no fault of the OFFEROR, should the OFFEROR fail to fulfill in a timely and proper manner its material obligations under this CONTRACT or if it should violate any of the material terms of the CONTRACT, the City shall have the right to immediately terminate the CONTRACT..."?	The City would typically offer a 10 day notice to cure, but it would depend on the situation. While the City is not an unreasonable partner, it is retaining the right to immediately terminate.
24.	Page 5 mentions "bonding". Pages 22/23, Item 6.14 (a) (iv) and (b) (iv) mention "bond". Page 25 at bottom mentions "Performance and Payment Bonds" and "Bid Bond". Will the City please confirm there are no bonding requirements for this bid?	Bid, performance, and payment bond requirements are waived for this solicitation.
25.	Page 22, Item 6.14 (i) requires the Offeror to be a "not for profit company". It is highly unlikely that a "not for profit" would be interested in this ITB. Will the City please change to a "for profit company"?	See Addendum #2

26.	<p>Page 23, Item 6.15 – Indemnification – If awarded a Contract, would the City be open to negotiating the Indemnity provision to except the negligent acts or omissions of the City, and its employees, agents, representatives, successors and assigns, from OFFEROR's hold harmless and indemnity requirements?</p>	Gross Negligence – Yes.
27.	<p>If answers are not able to be distributed to bidders prior to close of business on 7/12/2018, we respectfully request that the City consider a delay of at least 5 working days after answers are published, in order for all bidders to fairly consider and incorporate City answers (material items must be considered) into our Offer. We only seek to ensure ample time to submit our Best Offer for the City.</p>	<p>The procurement department considers the time and effort required on the part of our suppliers to come up with competitive bids. We will always strive to provide adequate time for comprehensive and competitive responses. We do not provide pre-established deadlines to publish addenda, and we do not provide dates on an individual basis to suppliers.</p>
28.	<p>P. 12, Section 3.2.1: Size of Containers: 96 gallons and 48 gallons</p> <p>-In lieu of the 48 gallon containers, will the City of Roswell accept 65 gallon or 35 gallon containers? Requiring 48 gallon containers will limit the number of respondents as it is not a standard roll-out cart size. In order to ensure a competitive bid process, we respectfully request consideration a slightly smaller or larger container.</p>	<p>Yes, the contractor may substitute a 65 gallon container for the 48 gallon container. See forthcoming Addendum #3 Bid Form attachment.</p>
29.	<p>P. 13, Section 3.2.12: First Article must be delivered within (4) four weeks after receipt of Purchase Order. Delivery of balance of order to begin (2) two weeks after acceptance of First Article and all deliveries completed within (8) eight weeks of initial delivery.</p> <p>-How many containers/addresses make up the first article to be delivered within (4) four weeks after receipt of purchase order?-How many containers/addresses make up the balance of the order to begin delivery (2) two weeks after first article is delivered?</p>	See #5



30.	<p>P. 14, Section 3.2.15: Vendor will pick up damaged containers and replace with a new one within one week upon request by City of Roswell.</p> <p>-Is this during the first article and the second phase, all completed within the (8) eight week initial, or is this intended for the maintenance portion? Please expand on this requirement.</p>	<p>This is intended for the initial delivery and one year maintenance portion – and through any subsequent renewal terms.</p>
31.	<p>P. 14, Section 3.2.16: Vendor will have one week to deliver new containers to new customers when requested by the City of Roswell</p> <p>-Is this during the first article and the second phase, all completed within the (8) eight week initial, or is this intended for the maintenance portion? Please expand on this requirement.</p>	<p>See #30.</p>
32.	<p>P. 14 – Bid Must Include: 1. Delivery, Assembly and Distribution (A&amp;D): Cart assembly and distribution based on dense urban area in which each residence receives a cart. Carts will be distributed on a route-by-route basis based on the City of Roswell provided list.</p> <p>-Will all 23,000 containers be delivered during the (8) eight week A&amp;D phase?</p>	<p>Yes, except for the single first article cart, this could occur any time after City acceptance.</p>
33.	<p>P. 14 – Bid Must Include: 2-3. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by the offeror for a minimum of one year. The offeror will be responsible for providing a suitable area for storage of containers (large, paved, secure and partially covered area) for a minimum of one year.</p> <p>-Will the City consider offering their own space for this versus offeror having to include this cost in their response?</p>	<p>No, the City will not offer space.</p>

<p>34.</p>	<p>P. 14 – Bid Must Include: 6. Maintenance Program: Offeror will provide maintenance for the carts listed in this proposal. Services will commence on the date of completion of the A &amp; D of all carts and continue for the term of the contract.</p> <p>a. Maintenance program includes repair and or replacement of containers due to damages caused by equipment; accidents; theft; natural weather events, etc.</p> <p>Offer will maintain and store extra containers for replacement purposes and including but not limited to new residents and will deliver to the specific address upon receipt of information from City of Roswell staff.</p> <p>-Will the City provide working space, staging/maintenance yard, or does the offeror have to factor into bid cost to lease/purchase off-site space for expected (4) four year term of contract to provide cart maintenance?</p> <p>-For clarification purposes, please confirm the maintenance program requires offeror to staff employees full time, 52 weeks per year, Monday – Friday (excluding holidays), to be accessible and available to run all work orders requested by the City.</p> <p>-What is the timeframe for completing cart maintenance request once received?</p> <p>-Please clarify that the extra containers will be purchased by City, but the offeror will store on City’s behalf.</p>	<p>No, the City will not offer space. This is the responsibility of the vendor.</p> <p>See #10.</p> <p>The timeframe for maintenance requests will be dependent upon the type of maintenance required.</p> <p>Yes, the containers will be purchased by the City and the vendor will store on the City’s behalf.</p>
<p>35.</p>	<p>P. 18, Section 6.3: Contract Term</p> <p>-Please provide the anticipated contract start date and the date carts must be deployed by.</p>	<p>See #2.</p>

<p>36.</p>	<p>P.20, Section 6.10: Invoicing and Payment</p> <p>We respectfully request the City of Roswell add the following to the ITB regarding price escalation/de-escalation:</p> <p>Prices quoted shall be firm from contract execution to June 30, 2019. No cost increases shall be proposed within the initial term of the contract. Thereafter, price increases may be requested on a semi-annual basis for the duration of the agreement.</p> <p>After the initial term, if the cost of material is increased through no act on the part of the vendor other than to comply with any prevailing rise in the Market Prices of material used, it shall be the vendors' responsibility to notify the City in writing of the price increase/decrease, and the effective date of the increase. Pricing shall be increase only to the point of absorbing additional cost of material paid for by the Vendor. At any time during the term of the contract, the City may request that the vendor provide written documentation to substantiate price increase/decrease. If a price change is required, the vendor shall provide all documentation from Chemical Data Index (CDI).</p> <p>Price Driving Source: Chemical Data Index (CDI)</p>	<p>See Addendum #2.</p>
<p>37.</p>	<p>P. 28, Exhibit A: Estimated and Minimum Quantities</p> <p>-For the estimated quantities of 2,000 and 21,000 with minimum order quantities of 500 each, we request that each bidder be able to list full truckload quantities for each size rather than having to consider the 500 cart minimum. If the shipping trailer is able to be filled, freight cost is spread across more carts, thus reducing the unit price.</p>	<p>TBD – see forthcoming Addendum #3.</p>

38.	What is the total size of the City's cart fleet?	Currently, the City does not have a cart fleet. This is a new program whereby the City will provide a standard container to approximately 23,000 (+/-) residents. The Pilot Program provided a container to approximately 4,000 residents.
39.	How many routes does the City currently run?	Seven (7)
40.	Can you provide a route map?	Yes, see attachment to forthcoming Addendum #3.
41.	On average, how many cart actions does the City perform each day?	TBD – see forthcoming Addendum #3.
42.	What is the maximum amount of carts the City will need stored at anyone given time?	The contractor will be required to maintain an inventory of 200 of each size after initial delivery of carts.
43.	Is cart washing required?	Not initially. If a resident chooses another size from the initial delivery, the collected cart may need to be washed prior to storage and re-delivery/re-use.
44.	<p><i>6.14 (pg.22)</i></p> <p>(a) (i) indicates the Offeror is a "not for profit" company "organized in GA." Otto is a "for profit" company "organized in DE" and qualified to do business in GA. Will the City accept bids from "for profit" companies.</p>	See Addendum #2. Wording has been amended to recognize both for-profit and not-for-profit companies. GA law does allow for companies organized in other states to validly exist and do business in the State of Georgia.
45.	<p><i>1.3.1 and Appendix A - Standard Forms</i></p> <p>We intend to return Bid Letter and Certificate (pg 4) plus Appendix A - Standard Forms (pages 25-33), are there any other forms we need to return when submitting our response? In particular, we did not see a Scope of Project/ Specification form to complete. Is it possible the Scope of Project and Cost Bid Form are combined into one form?</p>	See #12.

46.	<p><i>3.2 Specifications - 1. Size of containers 96 and 48 gallons</i></p> <p>The standard sizes for the cart industry are 35, 65 and 95 gallons. There is only one manufacturer that provides the non-industry standard size of 45 gallons. Therefore obtaining competitive market pricing will not possible which may not be in the best interest of the City. To ensure the City receives competitive pricing and procures industry standard carts that are fully functional with industry standard hauling lifter equipment and familiar to sanitation professionals, we highly recommend the City consider modifying the bid specifications to only accept bids on 65 and 95 gallon sized carts with a capacity variance of +/- 2% or consider the 65 as an acceptable alternative to the 45 gallon.</p>	See #28.
47.	<p><i>3.2, 10. Molded-in foot tilter</i></p> <p>Our cart is designed so that users can utilize the axle as a foot hold to tilt cart. Will the City consider opening up the specs to consider our design as equal?</p>	The carts must be constructed as specified to accommodate the tippers that are retrofitted onto the residential rear loader fleet. A model for any approved equal would need to be provided to go through testing to determine if it can accommodate City equipment.
48.	<p><i>3.2, 12. Containers will be stored, assembled, maintained and delivered by vendor To lower the cost of deliveries to residents, will the City allow manufacturer's to utilize city owned properties as staging yards?</i></p> <p>If the City does decides to continue having bidders procure staging/maintenance yards, will the City please extend the bid submission deadline to allow ample time for bidders to procure suitable, cost effective leased property?</p>	<p>No, the City does not have available staging yards. This is the responsibility of the selected vendor.</p> <p>See Addenda.</p>

49.	<p><i>3.2, 15. Vendor will pick up damaged containers and replace with a new one within one week upon request by City of Roswell</i></p> <p>Could the City please define the scope of project in more detail? In particular, how will the City relay the needs of new deliveries? Also what is the anticipated volume of replacements? Generally, the volume on new programs is minimal and therefore we once again believe it would be in the best interest of the City to allow vendor access to City's facilities/properties to service your needs at the most cost effective manner.</p>	<p>The City does not have adequate space to store containers. The vendor is responsible to provide a location for assembly, staging, repairs, storage, etc. The majority of replacements during the initial delivery period will be exchange of containers for a different size from the original delivery. Regarding new deliveries, the City will issue purchase orders for new deliveries as the need arises.</p>
50.	<p><i>3.2, 16. Vendor will have one week to deliver new containers to new customers when requested by the City of Roswell</i></p> <p>Can the City provide a little more detail? Does the City anticipate spikes in deliveries in the upcoming years? Can you also explain how the City will provide information to winning contractor? Is it the City's intention to purchase a Work Order/Inventory software package to manage container needs?</p>	<p>This statement is to accommodate requests for new construction or new residents that may have not received a container during the initial delivery period. The vendor will be responsible to have a work/order inventory software to manage container needs/requests and to assign and identify a serial number associated with each address.</p> <p>The City will notify the selected vendor requests for containers are received through a mutually agreed upon manner.</p>
51.	<p><i>3.2 Bid must include: ...</i></p> <p><i>2. Suitable work area for assembly to be provided by the offeror for a minimum of one year.</i></p> <p><i>6. Maintenance Program: Offeror will provide maintenance for the carts listed in this proposal. Services will commence on the date of completion of the A &amp; D of all carts and continue for the term of the contract.</i></p> <p><i>Maintenance program includes repair and or replacement of containers due to damages caused by equipment; accidents; theft; natural weather events, etc.</i></p>	<p>TBD – See forthcoming Addendum #3.</p>

	<p><i>Offer will maintain and store extra containers for replacement purposes and including but not limited to new residents and will deliver to the specific address upon receipt of information from City of Roswell staff.</i></p> <p>Could you provide a more details of what the City expects and consider extending the question deadline and Bid Submission due date to allow vendors adequate time to prepare comprehensive/competitive bid responses?</p>	
52.	<p><i>4.2.1 Georgia Contractors License Prequalification: Offeror shall provide a copy of their current Certificate of Qualification or Certificate of Registration. (If required)</i></p> <p>Will a Certificate of Existence meet the City's requirements for this contract?</p>	See #1.
53.	<p><i>6.3 Contract Term: ... Contract will terminate absolutely on June 30 of the fiscal year in which it is executed.</i></p> <p><i>Unless either party gives written notice on or before June 15 of any year in which this Agreement is in effect, the Agreement will automatically renew for the following fiscal year for up to 3 annual renewal terms ending _____.</i></p> <p>Will the City allow for price adjustments on annual basis tied to PPI for the maintenance portion part of the contract and future container purchases based off the industry leading resin pricing index, Chemical Data Index (CDI).</p>	See Addendum #2.
54.	<p>6.4 and 6.13 Contract Termination We noticed that there are two Contract Termination clauses in the RFP. To avoid confusion, will the City consider combining the two into one clause?</p>	These provisions are not in conflict. No changes will be made.

<p>55.</p>	<p><i>6.12 Deliveries - No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.</i></p> <p>Can you please clarify as to when the transfer of goods is complete? Is it when the containers are delivered to the residents? For future years, does the City intend to make truckload quantity purchases to meet the new delivery requirements and/or exchanges or is the contractor responsible for keeping inventory to meet the ongoing needs of the City?</p>	<p>See forthcoming Addendum #3.</p>
<p>56.</p>	<p><i>6.14 Representations and Warranties</i></p> <p><i>(a) Representations by OFFEROR. OFFEROR hereby represents and warrants to City that:</i></p> <p><i>(i) OFFEROR is a not for profit company duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.</i></p> <p>We believe it is reasonable to assume all bidders will be "for profit". Could the City please clarify and amend RFP accordingly?</p>	<p>See Addendum #2.</p>



57.	<p><i>The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.</i></p> <p>As requested above, please provide more details on scope as to ensure mutual understanding of what the contract will encompass.</p>	See #51.
58.	A&D: Will the City require the contractor to deliver any additional items with the carts such as Information kit, literature, stickers, labels, bags, etc.?	No, the City will provide notification to the residents.
59.	Section 3, 2&3: Could the City elaborate more on the differences between the requirements in articles 2 & 3?	Yes, the storage, assembly and delivery staging area can be the same location. Preferably, it would be.
60.	A&D: Does the City have a planned number of carts to be delivered per day?	No, this will be the responsibility of the vendor in order to meet the agreed upon deadline for delivery.
61.	A&D: What are the work days and hours for the A&D? Could delivery be allowed during weekends and holidays? Would the City allow to have delivery after nightfall?	Deliveries can be made Monday through Saturday between the hours of 8:00 a.m. and 7:00 p.m. and on holidays.

All other terms, conditions, and deadlines remain the same.

**COMPLETE THIS ADDENDUM, SIGN and SUBMIT with the ITB to:**

**City of Roswell – Purchasing Division  
Roswell City Hall  
38 Hill Street, Suite 130  
Roswell, GA 30075**

**I hereby acknowledge receipt of Addendum 2 and have incorporated the changes into my proposal response for the above-mentioned ITB.**

**COMPANY NAME:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_