



Request For Qualifications (RFQ) Instructions and Terms

All City of Roswell formal solicitations are posted on and responded to using the City's website¹. A schedule of events and all other information, including special instructions specific to the relevant solicitation are posted to the website. This document represents the standard instructions and terms for Requests For Qualifications.

General Note: This solicitation is a Request for Qualifications, or RFQ, distinguished from a Request for Proposal (RFP) because it is used to solicit Professional Architectural, Engineering, and related services, and certain other professional services, as described in City of Roswell Code. The RFQ process considers Qualifications to initially rank firms by qualifications, and then to negotiate fair and reasonable compensation with the highest ranked offeror, with the option to negotiate with other firms if pricing and terms can't be agreed upon. The term "proposal", as used herein, can be used interchangeably with "qualifications package", and other references to responses to the RFQ.

¹ <https://roswellgov.bonfirehub.com>



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 the official buyer of record as indicated on the City's website)** or elected officials of the City regarding this procurement. Any unauthorized contact may disqualify the Offeror from further consideration.

1.2 Submission via City of Roswell website / Bonfire Application Only

The City of Roswell will only accept Bids and Qualifications via the City of Roswell Bonfire Portal (www.roswellgov.bonfirehub.com).

1.3 Required Review

1.3.1 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 via the City of Roswell's website² of any ambiguity, inconsistency, unduly restrictive specifications, or error discovered upon examination of this RFQ.

1.3.2 Addenda

The City of Roswell may revise this RFQ by issuing an addendum prior to its opening. All addenda are posted to the City of Roswell project website. Addenda will become part of the solicitation documents and subsequent contract. Offerors must acknowledge and/or upload 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 a closing/due date in order to notify Offerors and to give Offerors sufficient time to respond to the addendum. **Procurement staff will have taken into account the impact of changes as well as the need to allow respondents adequate time to respond to any changes.** It is the Offeror's sole responsibility to monitor the project site for updates during the solicitation process.

1.3.3 Questions

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must ask these questions using the City's online procurement platform (see footnote) on or before the date provided in the project schedule. Questions received after the deadline (the questions function will not work on the platform after the deadline) via any means other than the official City of Roswell project website may not be considered. Questions or concerns that come in via the purchasing department's resource email (purchasing@roswellgov.com) are **not** considered official questions that require official response.

² <https://roswellgov.bonfirehub.com>



1.3.4 The City of Roswell's Answers

The City of Roswell will provide an official written answer to all questions received via the City's website. If questions and answers force a change to the scope of work or would affect the resulting contract the City of Roswell will address that change by formal written addendum, which will be issued a reasonable amount of time prior to the proposal closing/due date. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City of Roswell.

1.4 Offerors Conference

Information relevant to an offerors conference (if any) is available on the events section of the Project website.

1.5 Submitting an Offer

1.5.1 Organization of Offer

Each Proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFQ. Specific instructions relevant to submission are available on the City's project website.

1.5.2 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 Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals

If more than one Proposal 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.

1.5.4 Late Submissions, Withdrawals, and Corrections:

1.5.4.1 Late Proposals are not acceptable due to the electronic submission deadline.

1.5.4.2 Proposers maintain control over their submittals until the project close date / due date.

Proposer offers must be in a "submitted" status by the proposal close date / due date to be considered. If they are not in the "submitted" status on the close date / due date, they are considered withdrawn.

1.5.4.3 If an obvious clerical error is discovered after the Proposal has been opened; the Offeror may submit a letter to the designated Buyer within two business days of the close date / due date, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Generally, modifications to proposals for reasons other than obvious clerical errors are not permitted except during official negotiations.



1.6 Offeror's Certification

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.

1.6.1 Offeror's Submittal

Any submission in place in the Bonfire Procurement Platform at the "Close Date" (date and time that responses are due) that is submitted under the authority of an individual authorized to do so means that the business submitting the Proposal is legally bound by the offer. Proof of authority of the person submitting the RFQ response must be furnished upon request. Submissions may be withdrawn up to the "Close Date" as indicated on the Project site. City is not responsible for conditions that may vary from offeror to offeror (including internet speeds, size of documents, etc...) and late submittals will not be considered.

1.6.2 Offer in Effect for 180 Days

Except in rare cases as described in "Late Submissions, Withdraws and Corrections" language above, a Proposal may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for Proposal submission as defined in the project schedule, or receipt of best and final offer, if required, and Offeror so agrees in submitting the Proposal.

1.7 Cost of Preparing a Proposal

1.7.1 Roswell Not Responsible for Preparation Costs

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

1.7.2 All Timely Submitted Materials Become Roswell's Property

All materials submitted in response to this 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.

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 RFQs and Public Inspection

2.2.1 Public Information

During the announcement of Offerors who submitted sealed proposals by the due date and time (identified as the "Close Date" on the Bonfire Project website), 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 proposals 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 Qualifications

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

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

2.2.2.2 Proposal does not contain confidential material in the cost/price section; and

2.2.2.3 An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 Classification and Evaluation of Qualifications

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive

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

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



Staff will make a recommendation for Award to the responsive and responsible Offeror(s) whose Proposal is ranked the highest by the evaluation committee, and whose fee requirements can be met through negotiation. See Separate "Evaluations" subsection for details regarding evaluation.

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

2.3.4 Evaluation Criteria

Criteria utilized for the purpose of evaluation will be provided in the Special RFP Elements posted to the Project website.

2.3.5 Completeness of Proposals

Selection and award will be based on the Offeror's Proposal 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.

2.3.6 Post submission activities

After receipt of all Qualifications 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 and/or submit revised offers. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of the Proposal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

2.3.7 Contract Award

Award, if any, will be made based on the determination of Mayor and Council for all contracts exceeding the formal procurement threshold requirements. For award of contracts with annual costs that do not exceed the formal procurement thresholds, contract award may be made by the City Administrator upon recommendation by the evaluation committee.

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 RFP in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

- ✓ Cancel or terminate this 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 Qualification. Qualifications may be returned upon request if unopened;
- ✓ Reject any or all Proposals received in response to this RFQ,
- ✓ Make a contract award, based directly on the Qualifications 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 Proposal;
- ✓ Not award if it is in the best interest of the City of Roswell; or
- ✓ Terminate any contract if the City of Roswell determines adequate funds are not available.

3 SCOPE OF PROJECT/SPECIFICATIONS

The Project Scope and Specifications are included in the RFQ Special Elements, along with other relevant documents, which are posted to the project website.

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, including the City's own history with the offeror.

5 EVALUATIONS

5.1 Initial Buyer Review

All Qualifications 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 Proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation.

5.2 Evaluation Committee

The Evaluation Committee will review all initially responsive Qualifications received and determine a ranking based on the information provided in the Offerors Qualifications and the established evaluation criteria, including all submittal requirements. After each member of the Evaluation Committee reviews and scores the Qualifications, the evaluation committee will meet and rank Offeror Qualifications using consensus based on discussion of individual scores and strengths and weaknesses noted.

The City desires to interview a minimum of three Offerors. Additional Offerors may be requested for interviews if they are in the competitive range as judged by the Committee. Offerors may be required to give an oral presentation and/or respond to further requests to provide additional submittals to the evaluation committee to demonstrate their understanding of the project work required. After any oral presentations, the Evaluation Committee will consider any information gained during the interview, and may re-rank the Qualifications by consensus using any new information gained as part of the interview and/or demonstration process. Any re-ranking will require narrative backup concerning the reasoning.



Cost negotiations will be conducted with the highest ranked Offeror following initial and any subsequent interviews. If those negotiations fail to reach an agreement regarding consultant fees, the City will cease negotiations with the then highest ranked Offeror and open fee negotiations with the next highest ranked Offeror. This process will continue until a fair and reasonable fee accommodation can be met, or until there are no more considerable Offerors.

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 solicitation or add unnecessary cost. This notification must be made by the deadline for receipt of questions or with the Offeror's response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed (if deemed merited by the City) by formal written addendum. The City of Roswell reserves the right to negotiate terms and conditions within the general scope of the contract with offeror(s) deemed to be within the competitive range of Qualifications.

6.1 Additional Contract Provisions and Terms

The RFQ, including all RFQ documents and any addenda, the Offeror's Qualification, including any amendments, any clarification question responses, and any negotiations shall be included and incorporated 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 and RFP documents prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

6.2 Performance Prior to Contract Execution

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

6.3 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program: The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Exhibit D).

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

(1) Pursuant to O.C.G.A. § 13-10-91:

- a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a

federal work authorization program to verify the employment eligibility of all newly hired employees;

- b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
- c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

6.4 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.

6.5 Reserved

6.6 Incorporation of Policies and Procedures

The City of Roswell Purchasing Policy (<https://www.roswellgov.com/home/showdocument?id=5290>) is hereby incorporated into this solicitation. Terms of the Solicitation apply for any apparent conflict between Policies and Procedures and the Terms and Conditions of the Solicitation.