

REQUEST FOR BIDS

No. 2016-008

CASEY COMMUNITY CENTER INTERIOR RENOVATIONS

Solicitation Issued: August 31, 2015

Bid Submissions Due: October 22, 2015 Time: 11:00 AM

Submissions Received By: Sunil Prithviraj, Capital Projects Program Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

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SECTION 1: Definitions

Bid Proposal: “Bid Proposal” means the technical proposal, price proposal and any and all documents submitted to the City by a Bidder in response to this Solicitation.

Bidder: “Bidder” means any Person submitting a Bid Proposal in response to this Solicitation.

City: “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

City Manager: “City Manager” means the City Manager of the City or his or her designee.

Contract: “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means the Bidder awarded the Contract.

Lowest Responsive Bid Proposal: “Lowest Responsive Bid Proposal” means the Bid Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.

Person: “Person” means any individual, or association or business recognized by law.

Price Analysis: “Price Analysis” means the examination of the Bid Proposal Price to ensure it is fair and reasonable.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Project Manager: “Project Manager” means the City employee assigned to the Contract and Project.

Responsible Bidder: “Responsible Bidder” means a Bidder: who meets all of the minimum qualifications specified in this Solicitation; and who is fully capable to and able to evidence its ability to provide the Services under the Contract.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation Documents: “Solicitation Documents” mean this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation: “Solicitation” means this Request for Bids.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Bid Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals to renovate interior spaces of the Casey Community Center, located at 810 South Frederick Avenue, Gaithersburg, Maryland 20877 (hereinafter referred to as the "Facility"). Highlights of the general construction scope include the following;

- Renovate three rooms and upgrade associated mechanical and electrical systems;
- Renovate a commercial kitchen into a full service kitchen;
- Replace floor finishes in two first floor rooms;
- Install sound absorption panels in two second floor studio rooms;
- Replace two storefront door systems; and
- Upgrade exterior entrance lighting.

2.2. CITY'S LIABILITY

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

2.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.4. ACCEPTANCE

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

2.5. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by any Bidder who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

2.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Bidders must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Bidders must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Manager by phone at 301-258-6320 or by email at wrhodes@gaitthersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. **SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage.

EVENT	DATE	TIME
Solicitation Issued:	August 31, 2015	N/A
Pre-Bid Proposal Meeting: <i>See Subsection 3.2 for additional information</i>	September 17, 2015	11:00 AM
Bidder Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	October 1, 2015	3:00 PM
City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	October 8, 2015	N/A
Submission Deadline: <i>See Subsection 4.2 for additional information</i>	October 22, 2015	11:00 AM

3.2. **PRE-BID PROPOSAL MEETING AND SITE VISIT**

- A. The pre-bid proposal meeting and site visit for this Solicitation ("PBPM") will be at the following location on the date and time specified in the Solicitation Schedule:

City of Gaithersburg
Casey Community Center
810 South Frederick Avenue
Gaithersburg, Maryland 20877

- B. Attendance of the PBPM is not mandatory but is strongly encouraged. The purpose of the PBPM is to provide a method for all Bidders to become familiar with any and all conditions which may, in any manner, affect the Services to be provided under the Contract.
- C. A claim by any Bidder of a lack of knowledge of any such conditions shall not be grounds for any additional allowances and/or for any protest by the Bidder. The submission of a Bid Proposal by any Bidder shall be taken as prima facie evidence that the Bidder has familiarized themselves with the nature and extent of the Services to be provided under the Contract.

3.3. **SUBMISSION OF BIDDER QUESTIONS**

All questions regarding this Solicitation: (i) shall be submitted by email to Sunil Prithviraj, Capital Projects Program Manager, at sprithviraj@gaitthersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO BIDDER QUESTIONS

The City's answers to questions submitted by Bidders will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Preparation and Submission Instructions

4.1. BID PROPOSAL PREPARATION

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Bid Proposal submitted outside of the required format shall be cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall include the following material and be organized as follows:

A. Statement of Qualification

This section of the Bid Proposal shall include a statement of qualification (“SOQ”), which shall include the information and be organized as follows:

- I. **Business Profile**: This section of the SOQ relates to the Bidder’s business profile and shall include:
 - ↪ The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
 - ↪ The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
 - ↪ The state where this business is domiciled (formed);
 - ↪ The location of the principle office and any and all branch office(s) for the business;
 - ↪ The nature of the business; and
 - ↪ The geographical area(s) the business services.
- II. **Capability and Qualifications**: This section of the SOQ shall describe the capabilities and qualifications of, and the resources available to, the Bidder to provide the Services (Not more than two Pages). The Bidder shall have a minimum of five (5) years’ experience providing services similar or more in scope and cost to those under this Solicitation.
- III. **Safety, Professional Development, and Quality Control Programs**: This section of the SOQ relates to the Bidder’s safety, professional development, and quality control Programs, and shall include and describe (not more than three pages):
 - ↪ Bidder’s training programs, such as management, OSHA and technical training programs.
 - ↪ Any and all of the Bidder’s quality control measures.
- IV. **Financial Wellness**: This section of the SOQ relates to the financial wellness of the business and shall include a letter of recommendation from a financial institution that describes attests to whether the Bidder is financially responsible to provide the Services

- V. References: This section of the SOQ shall include description and references of three (3) similar types of projects in size and scope completed by the Bidder in last five (5) years.
- VI. Subcontractors: This section of the SOQ shall include a separate SOQ for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.
- VII. Construction Plan: This section of the Bid Proposal shall include a project duration schedule and phase plan, schedule of values, and construction progress reporting methods.

B. Forms and Documents

This section of the Bid Proposal shall include the following documents and forms, all of which shall be notarized and signed where applicable:

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Bid
- ↳ Bid Proposal Submission Certification
- ↳ Conflict of Interest Certification
- ↳ Executed Bid Bond
- ↳ Litigation and Lien Information

C. Bid Price

This section of the Bid Proposal shall include the below listed information:

- I. Bid price, using the Bid Proposal Price Sheet attached to this Solicitation.
- II. Bid estimate worksheets; Bidder shall submit complete and detailed worksheets including, Construction Specifications Institute (CSI) Master Format division line item estimate sheets showing how the summary totals were developed

Note: Bid evaluation will be based on the sum of all prices provided

4.2. BID PROPOSAL SUBMISSION

The Bidder shall submit complete sets of its Bid Proposal in a sealed package (hereinafter referred to as "Bid Proposal Package") in accordance with and subject to the following instructions and conditions:

A. The Bid Proposal Package shall contain the following:

- I. One (1) original paper Bid Proposals. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Bidder.
- II. Two (2) identical paper copies of the original Bid Proposal.
- III. One (1) identical electronic copy of the original Bid Proposal on a compact disc or flash drive.

- B. The Bid Proposal Package shall have the following information printed clearly on the outside of the Bid Proposal Package:
- ↳ Solicitation Number;
 - ↳ Solicitation Title; and
 - ↳ Name of the Bidder submitting the Bid Proposal Package
- C. The Bid Proposal Package shall be addressed to Sunil Prithviraj, Capital Projects Program Manager, and be submitted at the following location by the Submission Deadline:
- City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878
- Any and all Bid Proposals not received by the City by the Submission Deadline and/or that are not submitted at the above location shall be deemed non-responsive.
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. No partial Bid Proposals will be accepted or reviewed.
- G. Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

5.1. HEADINGS

Any and all of the headings contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

5.3. ACCURATE INFORMATION

The Bidder certifies that all information provided or to be provided to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

5.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written statements and/or answers to questions not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Bidder to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

5.5. ALTERNATE BID PROPOSALS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

5.6. BINDING BID PROPOSAL

All Bid Proposals shall remain binding for 180 calendar days following the Submission Deadline; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

5.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

5.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Bidder; however, the City reserves the right to award the Contract to multiple Bidders in whole or in part. Award shall be to the Responsible Bidder that submits the Lowest Responsive Bid Proposal. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days of formal award, the City may withdraw the award and award to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or solicit new Bid Proposals.
- B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

5.9. ERRORS IN BID PROPOSALS

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior written consent of the City and may be cause for the Bid Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by any Bidder under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest and disqualify the Bidder from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Bidders. The City may reject all Bid Proposals if reasonable cause exists for believing that collusion exists among Bidders.

5.11. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Bid Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid Proposal by way of facsimile or e-mail is strictly prohibited; any and all Bid Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bid Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

5.12. MODIFICATIONS TO BID PROPOSALS

The Bidder may only modify its Bid Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The City shall consider a modified Bid Proposal as an entirely new Bid Proposal and shall replace the original Bid Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal".

5.13. OPTIONAL GOODS AND/OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and to negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

5.14. RETURN OF BID BONDS

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

5.15. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

5.16. SOLICITATION PROTEST

- A. Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline.
- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

5.17. USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.18. ACCOUNTING SYSTEM AND AUDIT

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:
 - I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.
 - II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.
- B. The Contractor shall include a similar provision in any and all subcontracts.

5.19. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.20. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

5.21. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

5.22. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

5.23. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

5.24. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

5.25. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

5.26. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

5.27. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

5.28. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.

- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

5.29. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.30. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

5.31. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever. In addition, the Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor or other supplier.

5.32. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

5.33. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

5.34. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company or entity.

5.35. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

5.36. PATENTS

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City's use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

5.37. PAYMENT TERMS, TAXES AND INVOICES

The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.

5.38. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

B. The Contractor shall include similar provisions in all subcontracts.

5.39. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

5.40. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

5.41. TERMINATION

A. Termination for Cause

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated by the City for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its

subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. **BONDS**

A bid bond, a payment bond and a performance bond, all of which are hereinafter referred to collectively as (“Bonds”), shall be furnished to the City in accordance with and subject to the following:

- A. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to three percent (3%) of the Bidder’s total Bid Proposal price. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached and be certified by manual signature.
- B. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond in an amount equal to one hundred percent (100%) of the total Contract sum. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached, be certified by manual signature, and bear the same date at the performance bond.
- C. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed performance bond in an amount equal to one hundred percent (100%) of the total Contract sum. A certified copy of the Power of Attorney of the attorney-in-fact executing said bond shall be attached, be certified by manual signature, and bear the same date at the payment bond.
- D. The Bonds shall be executed in accordance with and subject to the following:
 - I. The bonding entity shall be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
 - II. The bonding entity shall maintain a rating of A-minus (A-) or better with A.M. Best. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
 - III. The bonding entity shall consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the Bonds.
 - IV. The date of the Bonds shall not exceed the date of the Contract or subsequent thereto.
 - V. The Bonds shall contain provisions which are similar to the following:
 - **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*

- **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
- **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*
- **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

6.2. **INSURANCE**

- A. The Contractor shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Automobile liability insurance in an amount no less than one million dollars (\$1,000,000);
 - II. Commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
 - III. Workers' compensation insurance in an amount no less than one million dollars (\$1,000,000).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which: (i) shall evidence the above policies and name the City as additional insured with respect to the Commercial General Liability Insurance only; and (ii) shall contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. The Contractor hereby acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

6.3. **PAYMENTS**

- A. Payments under the Contract shall be made: (i) in installments based on the completion milestones as to be later determined and agreed upon in writing between the City and the Contractor; and (ii) following the receipt of undisputed proper invoices for the same, which are issued in accordance with the provisions for retainage hereinbelow and Section 5.37 (Payment Terms, Taxes and Invoices) of this Solicitation.

- B. On each invoice submitted to the City for payment, the Contractor shall deduct five percent (5%) of the total respective invoice amount as retainage. In the event the Contractor fails to deduct such retainage from any invoice, the City shall deduct the retainage. The Contractor shall be paid the total amount of deducted retainage following acceptance of the complete rendered Services by the City and the receipt of an undisputed proper invoice for the same, which shall include the total amount of such retainage.

6.4. PROJECT CONDITIONS

A. Key Personnel

The Contractor shall utilize the personnel and subcontractors named in its Bid Proposal (hereinafter referred to collectively as “Key Personnel”); the replacement or substitution Key Personnel only be permitted with the prior written approval of the Project Manager.

B. Notice to Proceed and Completion of Services

Within ten (10) calendar days following the effective date of the Contract, the City will issue the Contractor a written Notice to Proceed (hereinafter referred to as “NTP”), after which the Contractor shall complete the Services within one hundred (100) calendar days thereafter (herein referred to as “Completion Date”).

C. Liquidated Damages

Time is of the essence with respect to the Services under the Contract. In the event the Contractor fails to complete the Services by the Completion Date, for reasons which the Contractor is solely responsible, the Contractor will be required to pay to the City, as liquidated damages and not as a penalty, the sum of Three hundred Dollars and Zero Cents (\$300.00) per day for each working day beyond the Completion Date for which the Contractor fails to complete the Services.

D. Schedule of Services

The Services shall be performed seven days per week between the hours of 6:00 a.m. and 8:00 p.m. ET, subject to the following:

- I. Work performed on City observed holidays shall only be permitted with the prior written approval of the Project Manager.
- II. The Contractor may set its own schedule provided the Services are completed by the Completion Date and do not conflict with City noise ordinances.
- III. The Contractor will be fully responsible for securing the facility and work zone during construction period.

E. Construction Phase Planning

The Facility will be occupied during construction. In order to minimize occupancy and program interruptions, the Contractor shall prepare and submit a written construction phase plan to the Project Manager prior to the preconstruction meeting. The construction phase plan shall include, but not be limited to: construction safety, occupant safety, permit inspections and building code compliance. Upon approval of the construction phase plan by the City, the Contractor shall begin mobilizing for construction.

F. Project Supervision

The Contractor shall have a full-time supervisor present at the Facility at all times during construction. This supervisor shall have a minimum of five (5) years of experience providing services similar to the Services hereunder. Contractor shall submit resume for supervisor's resume to City project manager for review, upon receiving a written approval from the project manager, contractor shall assign such supervisor to the filed.

G. Site Safety and Use of Premises

At all times while providing the Services under the Contract, the Contractor shall:

- I. Enforce suitable rules and provide any and all guards, signs, fences, dust barriers and/or protective devices required for the safe completion the Services.
- II. Confine operations at the site to the areas permitted under the Contract. Any and all Portions of the site, beyond the areas on which work is indicated, shall not to be disturbed.
- III. Conform to any and all site rules and regulations affecting the work while engaged in construction.
- IV. Keep planned egresses outside the construction zones clear and available to the public during normal Facility operation hours. Do not use these areas for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the construction zone.
- V. Not unreasonably encumber the site with materials or equipment. Confine any and all storage of materials, and locations of storage sheds, to the areas within the construction zone. If any additional storage is necessary, obtain and pay for such storage off site.

H. Field Verification and Identification

The Contractor shall verify all field conditions and dimensions prior to mobilizing construction site activity. The Contractor shall report any discrepancies and/or conflicts to the Project Manager. In the event that field conditions differ significantly from the Contract documents, a revision will be issued by the City with sketches and/or revised Contract documents.

I. Construction Coordination

The Contractor shall submit a Project Schedule to the Project Manager and get written approval, prior to starting the work. The Contractor shall prepare and submit a Daily Report to the Project Manager, which shall include the following:

- ➔ Name of project;
- ➔ Project number;
- ➔ Date of the report;
- ➔ Weather conditions;
- ➔ Manpower status on each type of work being performed, by building;

- ↳ Overtime worked and/or planned;
- ↳ Work progress;
- ↳ Any and all environmental problems and/or corrections; and
- ↳ Other information such as: special events or occurrences; accidents; recommendations; suggestions; visitors; major equipment or materials received; tests; inspections; equipment start-up and check-out; and occupancy.

In addition, the Contractor shall take any and all necessary action required to specifically alert the Project Manager to any and all items which could result a claim.

J. Permits and Inspections

The Contractor shall obtain any and all necessary permits, licenses, and/or coordinate inspections to properly execute the work under the Contract. The fee for any permits, which are both required and issued by the City, will be waived, City will reimburse the contractor for any non-City issued permit's cost and shall not be included in the bid proposal, contractor shall submit the original permit's receipt for such reimbursement and are not subject to overhead and profits markup and shall not be submitted as change orders. The Contractor shall give all notices and comply with any and all laws, ordinances, rules, and/or lawful orders. If the Contractor observes that any portion of the Contract is at variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify the City in writing and necessary changes will be accomplished by modification.

K. Warranties

The Contractor shall provide a written warranty for a minimum of one (1) year to cover any and all defects in materials and/or workmanship. Should the manufacturer's warranty for materials exceed one (1) year, the later warranty period shall apply. Contractor shall provide a list of expected manufacturer warranties within 60 days from Notice to Proceed. All warranties shall start from the date of project acceptance by the City.

L. Project Closeout

Upon written notification by the Contractor that the work is complete, the City will conduct a final inspection of all work. When the City determines that the work has been satisfactorily completed, and the Contract requirements are fully satisfied (including warranty documents, final inspections, operation and maintenance manuals), the City will issue the Contractor a Project Acceptance Letter and process the final payment.

M. Shop and Record Drawings

The Contractor shall provide Shop Drawings as needed and Record Drawings shall be provided as part of the project closing documents.

N. Changer Order Overhead and Profit

- I. For any and all change orders in work under the Contract ("Change Order"), the percentages for overhead, profit, and commission shall be negotiable according to the nature, extent, and complexity of the work involved, but in no case shall such percentages exceed the following ceilings:

	Overhead	Profit	Commission
To the Contractor on work performed by its own forces.	10%	5%	
To the Contractor on work performed by other than its own forces.			5%
To a subcontractor on work performed by its own forces.	10%	5%	

- II. For work performed under a Change Order by its own forces:
 - a. The Contractor and its subcontractors shall be allowed the actual amount of materials and the total amount of labor for same.
 - b. The overhead percentages shall be considered to include indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations, for same.
- III. Neither the Contractor nor its subcontractors shall be allowed overhead or commission on the overhead, profit, and/or commission received by any of its subcontractors.
- IV. Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph I hereinabove.
- V. For a Change Order that includes both an increase and decrease in the amount of the Contract, the percentages for overhead, profit, and commission shall only be allowed on the amount of the net change.
- VI. Neither the Contractor nor its subcontractors shall be allowed any percentages for overhead, profit, and/or commission on work under a Change Order which is necessary due to the negligence and/or poor workmanship of the Contractor and/or its subcontractors.
- VII. Contractor's proposed Change Orders shall include detailed line item costs including labor and materials, unit cost shall comply with bid worksheet line item costs.

~ END OF SECTION 6 ~

SECTION 7: Scope of Work

7.1. GENERAL

Casey Community Center is located at 810 South Frederick Avenue, Gaithersburg MD. It was originally a barn built in 1938 and was the centerpiece of Eugene Casey's 191-acre dairy farm. The building's exterior walls and most of the interior walls along its corridors are masonry construction and load bearing. Other interior partition walls are non-load bearing light gage metal construction. Floor and roof support system is wood frame structure. The roof is standing seam metal. Entire facility is fully sprinklered, including the unprotected wood-framed attic spaces.

Currently the City of Gaithersburg's Parks and Recreation department hosts various events and activities in Casey Community Center. This project encompasses the selective upgrades included in the provided construction documents, and as described in this solicitation.

The services include reviewing all general conditions, construction documents and specifications for developing a comprehensive understanding of the work involved. Drawings and Specifications take precedent of the general scope description; the Bidder shall refer to plans and specifications for detailed work scope. The work under the general scope will include, but not be limited to, the following items.

7.2. PROJECT PROGRAM GOALS

The goals of the project are to perform the following programmatic work:

- Existing pantry kitchen will be upgraded to a full food preparation kitchen. The upgrades will conform to National Sanitation Foundation (NSF) requirements for Food Equipment Standards.
- Existing unoccupied caretaker's apartment located on first floor will be modified to create a new conference room, and a general storage space.
- Install new split system air conditioning system with individual thermal comfort controls for the two existing offices, and the new conference room. Extend the split system to serve the new general storage.
- Modify the existing ductwork and air conditioning supply to the second floor Room F.
- Install new sound baffles (Acoustic absorbent panels) in the ceiling of existing Peachtree Room and Dance Studio located on second floor.
- Upgrade exterior lighting to improve illumination around the main entrance and loading dock areas.
- Replace existing storefront and storefront doors on east façade with new storefront and storefront doors at two locations.
- Install a new exterior window at the main lobby overlooking the entrance porch.

7.3. **SCOPE ITEMS DESCRIPTIONS**

A. ARCHITECTURAL:

Kitchen (First Floor)

- ↳ **Demolition:** Existing wall tiles, floor tiles and ceiling will be demolished. All existing stainless steel casework will be demolished. Existing dishwasher and grease interceptors will be demolished. Existing ceiling mounted lighting fixtures will be demolished. Existing refrigerator and fridge will be safely removed for reuse at a new location. Existing icemaker will be demolished. Existing three-bowl sink will be demolished. Existing hand wash sink will be demolished. The existing floor slab will be saw cut to allow for new plumbing lines. Ceiling of the storage area adjacent to kitchen (Loading dock) will be demolished. Additional saw cutting will continue in the loading dock enclosure as indicated in construction documents. Two existing doors, frames, and hardware from kitchen to Room A and kitchen to loading dock will be demolished.

All floor and wall surfaces will be prepared to receive new finishes as required. The surface preparation will include removing chemical residues from previous finishes, provide level surfaces where uneven. The contractor shall comply with all additional requirements from the finish manufacturer.

- ↳ **New Work:** New work will include new PVC lay in ceiling tiles in kitchen and the loading dock. The kitchen will receive new Quarry Tile flooring and new FRP wall panel finishes. Additionally, kitchen will receive new stainless steel casework, new light duty commercial grade dishwasher, new fridge, new refrigerator, new three-bowl stainless steel sink, new hand wash sink, new ceiling light fixtures, two new 90 minutes rated doors, frames and hardware. Kitchen will also receive mechanical upgrades to provide additional make up air. New ceiling in adjacent loading dock will be lowered by one foot. The existing sprinkler heads will require to be lowered. New paint finishes will be level-3.

Conference Room and Storage (First Floor)

- ↳ **Demolition:** Kitchenette in existing caretaker apartment will be demolished. Flooring and ceiling system will be demolished in the entire apartment. Existing ceiling mounted lighting fixtures and fan will be demolished. Flooring, ceiling and plumbing fixtures will be demolished in existing bathroom. Existing branch circuit panel will be demolished. Existing wall air-conditioning unit will be removed, and the opening will be filled with CMU unit to match exterior CMU in appearance. Existing door, frame and hardware at the apartment entrance will be removed. A new rough opening will be created in the existing CMU interior wall at corridor to install a new door for conference room entry. Existing interior partition walls will be partially demolished to facilitate the new space layout. Existing door to the bathroom will be removed to allow for a new 3'-0" wide door in its place. Existing sprinkler heads will require to be lowered to then new ceiling height. The sprinkler head layout will also require to be modified to suite new space layout.

- ↳ **New Work:** Existing interior partition wall will be extended to create new storage and conference room. Each room will receive a new 90 minute rated door from corridor. The storage room will receive new vinyl composite tile (VCT) flooring, new acoustical lay-in ceiling tiles, new paint on its interior walls and bulkhead at the windows. New paint finishes will be level-3. The fridge and refrigerator safely removed from existing kitchen will be relocated into the new storage room. Existing washer-dryer combo will be relocated within the storage room. Additionally, the storage room will receive new lighting fixtures, and a dedicated cassette unit with auxiliary heat for efficient cooling and heating.

The conference room will receive new carpet flooring, new paint, new acoustical lay-in ceiling tile system, and bulkheads at the windows. Conference room will be furnished with a new conference table, and chairs. Additionally, new base cabinet casework will be installed in the room. For thermal comfort, the conference room will receive a dedicated cassette unit with auxiliary heat for efficient cooling and heating. New lighting fixtures will be installed. New blinds will be installed at the two existing windows in conference room.

The office adjacent to the conference room will be slightly modified to receive an alcove with countertop shelf. This office and a smaller office within its enclosure will also receive new individually controlled cassette type air conditioning with auxiliary heat for efficient cooling and heating.

Room F (Second Floor)

- ↳ **Demolition:** Existing wall coverings, carpet flooring, and ceiling including light fixtures will be demolished.
- ↳ **New Work:** New wall paint, acoustical lay-in ceiling tiles and carpet flooring will be installed. New light fixtures will be installed. Additional mechanical upgrades are described under mechanical scope items.

Peachtree Room and Dance Studio (Second Floor)

- ↳ New sound absorbent baffle panels will be installed in Peachtree room and Dance Studio. The panels will be suspended from existing ceiling. Additionally, the Peachtree room will also receive new wall paint, level-3 finish.

Miscellaneous Upgrades (First floor)

- ↳ Two existing storefront glazing and storefront doors on east façade will be replaced with new. (Bid option)
- ↳ Existing exterior window at the main lobby will be replaced with a new window with lower sill.

B. MECHANICAL:

First Floor Kitchen and Storage Room

↳ Demolition: The following is the brief description of the demolition work required.

- Field verify and locate all existing equipment, duct work, electrical conduits, piping (Plumbing and Fire), sprinkler heads (Kitchen and Storage Room (ceiling and attic)), structural members before commencement of any demolition. Contractor shall bring it to the owner's attention of any discrepancies between the design documents and existing field conditions.
- Perform pre-tab report on the existing supply and return grilles located in the Kitchen. Send the pre-tab report to Owner/Engineer before commencement of any demolition.
- Remove existing supply and return air grilles as indicated on the demolition drawings. Patch and seal return grille connection on the existing return duct.
- Remove the existing 14"X6" supply duct in the Kitchen to the extent indicated on the drawing. Patch and seal existing supply duct work.
- Remove the existing roof mounted up blast Kitchen Hood exhaust fan. Existing duct and roof curb to remain in place.

↳ New Work: The following is the brief description of the new Work.

- The contractor to provide coordination duct work shop drawings to Owner/Engineer before commencement of any construction.
- Relocate the existing supply air grille in the Kitchen to the location indicated on the drawing. Rebalance the supply grille to the cfm indicated on drawing.
- Provide new roof mounted up blast Kitchen Hood exhaust fan EF-1. Re-use the existing duct work and roof curb. Provide new manual switch for Kitchen Hood with adequate relays for interlocks. Interlock the Kitchen Hood exhaust fan EF-1 with the Kitchen Hood switch.
- Provide new makeup air fan (SF-1), electric duct mounted heating coil, MERV 8 filter housing, supply diffusers, dampers and associated supply ducts and controls for Kitchen. Interlock the Kitchen make up supply fan SF-1 with Kitchen Hood exhaust fan EF-1. The makeup air fan, electric duct heating coil, filter housing and associated ductwork to be installed in the attic space above the ceiling in the storage room and above the ceiling in the kitchen.
- Provide new Dishwasher Hood exhaust fan EF-2 and associated exhaust duct work and controls. Provide new manual switch for

Dishwasher Hood with adequate relays for interlocks. Interlock the Dishwasher exhaust fan EF-2 with Dishwasher Hood switch. The exhaust fan and duct work to be exposed in the storage room but above ceiling in the kitchen.

- Provide structural supports for the installation of make-up air fan SF-1, exhaust fan EF-2, electric duct heating coil, filter housing and supply and exhaust ductwork.
- Provide new 24"x12" gooseneck intake for the Kitchen Hood make up air. Patch and seal roof to the satisfaction of the owner.
- Existing sprinkler piping and sprinkler heads both in the Kitchen and Storage Room (ceiling and attic) might need to be modified to comply with NFPA 13.

First Floor Office and Apartment

↳ **Demolition:** The following is the brief description of the demolition work required.

- Field verify and locate all existing equipment, duct work, electrical conduits, piping (Plumbing and Fire), sprinkler heads (Apartment, Large Office, Small Office and Attic (Apartment, Large Office, Small Office)), structural members before commencement of any demolition. Contractor shall bring it to the owner's attention of any discrepancies between the design documents and existing field conditions.
- Remove existing supply diffusers, return grilles, ductwork, equipment, etc. in the existing Large and Small Offices and Apartment area.
- Patch and seal main supply and return ducts located in the Large and Small Offices and Apartment area as required.
- Remove existing exhaust fan serving the bathroom in the Apartment. Patch and seal exhaust duct.
- Remove and relocate existing thermostat from the Large Office with all associated wiring and controls.

↳ **New Work:** The following is the brief description of the new Work.

- The contractor to provide coordination ductwork shop drawings to Owner/Engineer before commencement of any construction.
- Provide 2 ton Mitsubishi split system heat pump with 2 Mitsubishi 0.75 ton (FCU-4&5) indoor cassette units for the Large and Small Office. Provide two individual thermostats with wiring and controls for each of the indoor cassette units.
- Provide 2.5 ton Mitsubishi split system heat pump with 1 Mitsubishi

1 ton (FCU-1) and 2 Mitsubishi 0.75 ton (FCU-2&3) indoor cassette units for the Storage and Conference room respectively. Provide 1 thermostat for Storage room indoor unit and 1 thermostat for 2 cassette units in the Conference room.

- Provide PVC/Rubber pads for mounting the 2 condensing units (CU-1 and CU-2) outdoor. Provide refrigerant piping and associated accessories, insulation, supports, etc. from the 2 outdoor condensing units to 5 indoor cassette units.
- Provide Mitsubishi Energy Recovery Unit (ERU-1) to supply outside air to 2 Conference room indoor cassette units (FCU-2&3) and 1 Large Office indoor cassette unit (FCU-4). Provide supply, return and exhaust duct work and all associated accessories for the Energy Recovery Unit ERU-1. The outdoor air and exhaust air connections to be made at the soffit underside of the 1st floor roof extension.
- Provide supply air branch ducts with associated air diffusers and dampers to supply the existing Corridor located outside the Large Office, Conference and Storage Rooms. Connect the branch ducts to the existing 24"X12" supply air duct running through the ceiling in the Large Office.
- Provide new 12"X6" and 2 8"X4" duct riser from the 1st floor Mechanical Room and Storage Room to the second floor Storage-2&3 and Telecom Equipment Room. Connect the 12"X6" and 2 8"X4" duct risers to existing supply main duct in the 1st floor Mechanical and Storage Rooms.
- Rebalance existing Supply, Return and Outdoor Air for AHU-1 to CFM indicated on drawing. Provide new belts, pulleys, sheaves as required for the existing AHU-1 supply air fan.
- Coordinate the location of the Energy Recovery Unit ERU-1, indoor Cassette Units, new supply, return and exhaust ducts, refrigerant piping, supports with existing sprinkler piping and sprinkler heads both in the Conference, Large Office and small office, Storage room in both ceiling and attic. The sprinkler piping and sprinkler heads might need to be modified to comply with NFPA 13 in the Conference, Large Office, Small office and Storage room (ceiling and attic).

Second Floor (Room F)

- ↳ **Demolition:** The following is the brief description of the demolition work required.
 - Field verify and locate all existing equipment, duct work, electrical conduits, piping (plumbing and Fire), sprinkler heads (Telecom Equipment Room, General Purpose Room F, Storage-2 &3), structural members before commencement of any demolition. Contractor shall bring it to the owner's attention of any

discrepancies between the design documents and existing field conditions.

- Remove the 3 wall mounted existing supply air grilles from the General Purpose Room F.

↳ New work: The following is the brief description of the new Work.

- The contractor to provide coordination duct work shop drawings to Owner/Engineer before commencement of any construction.
- Provide 3 new wall supply air grilles and associated accessories in the Multipurpose Room F and balance it to CFM indicated in drawing.
- Provide new wall supply air grille and associated accessories in Telecom Equipment and Storage-2 &3 Rooms and balance it to CFM indicated in drawing.
- Rebalance existing return air grille in the existing General Purpose Room F to CFM indicated on drawing.
- Relocate first floor thermostat in the General Purpose Room F with all associated wiring and controls.

C. **PLUMBING:**

Demolition Plumbing Work:

↳ Apartment: The following is the brief description of the demolition work required.

- In existing toilet room: the existing water closet and lavatory will be replaced with the new ones and be connected in the same existing piping used to serve the old ones. The existing bathtub and kitchen sink will be removed and all pipes serving them will be capped back to the mains. The washer/dryer machine will be relocated. All piping serving the washer will be capped back to wall and to floor to be used for the washer at the new location.

↳ Kitchen: The following is the brief description of the demolition work required.

- Existing plumbing fixtures will be removed. Piping serving them will be capped to be reused for new fixture. The three-compartment sink and the small sink will be removed.

New Plumbing Work:

↳ Conference Room: The following is the brief description of the new Work.

- New toilet and lavatory will be installed in the same location with existing ones and will use the same piping used to serve existing toilet and lavatory. The existing floor drain in toilet room will

remained in the same location.

- The washing machine will be relocated and re-piped with the same pipe according with the new layout.
- Five-separated 1 ¼" condensate pipe will be routed in the ceiling to serve the HVAC cassettes and terminate outside on the grass area. The condensate pipes will run under all other piping and ductworks sloped by 1% (1/8") as is indicated in the design.

↳ **Kitchen:** The following is the brief description of the new Work.

- The new three-compartment sink will be installed according with the new layout and will be drained through an indirect drain into the new floor sink installed under the sink. Cold and hot water supplied to the three compartment sink will be tied to existing pipes used to serve the old sink.
- The dishwasher will be piped from the new extended pipes tied at the existing. The new ice maker will be served from the existing cold water pipe, extended from location of the removed sink, as is showed in the plan and the drain will be taped to existing 4" pipe underground.
- The hand sink will be replaced with the new on in the same location and will use the same pipes served the existing one. Two new floor drain will be installed to serve the entire kitchen area. The existing floor drain will remain and serve as an emergency floor drain. A new wall mount mop sink will be installed per IPC requirements.
- Based on IPC criteria, a backflow preventer must be provided at cold water line before entering into the icemaker.
- All plumbing fixtures serving in the activity of the kitchen will be drained to the sanitary line through the grease interceptor.
- A 100 lb grease interceptor will be installed underground and will serve the floor sink where the three compartment sink is being indirect drained, the mop sink, two new floor drains and the dishwasher. The Icemaker, hand sink and the existing floor drain (emergency floor drain) will be drained direct to the existing sanitary line routed under floor in the kitchen area. The grease interceptor will be connected to the existing 4" sanitary pipe underground, at mechanical room near the kitchen as is showing in plumbing layout.

D. ELECTRICAL:

Project Summary:

The electrical design for this project will include demolition and addition of lighting fixtures, panel boards, receptacles, and outlets. The design will also include electrical power being provided to new mechanical equipment that will be installed. Electrical drawings provide specifics on the electrical design.

Standards and Requirements:

This project will be in conformance with the most stringent criteria of the NFPA 70 Code (National Electric Code)

Demolition Work:

↳ Apartment:

The project will require various electrical equipment and fixtures to be demolished. In the existing apartment, all receptacles and data outlets are to be demolished. Panel board "A" is to be demolished, retain existing feeders for use. The existing 2'x2', 2'x4', and round bathroom light fixtures are to be demolished. The existing ceiling fan in the bedroom will be demolished along with all of the light switches in the apartment. All existing wiring in the apartment will be removed back to panel "A".

↳ Kitchen:

In the kitchen, the existing receptacles for the range, refrigerator, and the freezer are to remain. The existing duplex receptacles that are over the counter by the window are to be removed. The existing covered junction boxes by the service windows will be removed with the approval of the owner to confirm its use. The existing dishwasher and ice machine are to be demolished. The existing panel board "K" will be replaced.

↳ Room F:

In the room F, all existing 2'x4' lighting fixtures are to be removed. The existing light switches in the room are also going to be removed. The exit sign and emergency wall fixture will be demolished. Wiring serving light fixtures shall be retained for reuse. All existing receptacles and outlets will remain.

↳ Exterior:

For the exterior, the existing wall mounted fixtures located at the loading dock are to be replaced. Wiring serving light fixtures shall be retained for reuse.

New Work:

↳ Conference and Storage room:

- There will be new work done to the area previously designated as the "Apartment" to be converted into storage room, conference room, and office room.
- In the storage room, there will be new receptacles added for the new refrigerator and freezer. A new 220V receptacle will be added for the washing machine and will be connected to panel "A". There will be 6 new general 120V duplex receptacles installed and connected on a single circuit to panel "A". Power from panel "A" will be provided to the new fan coil unit installed. Motor switch shall be provided for the fan coil units. Power from panel "A" will be provided for the new electric space heater. A new 240V, 30A disconnect switch will be provided for the heaters.

- The conference room will have a new 208/120V, 150A Mains, 70A MCB panel board "A" installed. There will be 8 new duplex receptacles. GFCI receptacle will be provided in the bathroom. All receptacles will be connected to panel "A". There will be two new data outlets installed. Power from panel "A" will be provided to the new fan coil unit installed. Motor rated switch for the HVAC system shall be provided for each. Power from panel "A" will be provided for the new space heater, open coil duct heater, and the mechanical damper. A new 240V, 30A disconnect shall be provided for the space heater.
- The office will have 9 new duplex receptacles installed. There will be two new data outlets. Power from panel "A" shall be provided for the two space heaters and the mechanical damper. The space heaters will each have a 240V, 30A disconnect switch. Power from panel "A" will be provided for the split HVAC system. A motor rated switch will be provided for the HVAC unit.
- Power from panel "K", in the kitchen, will be provided to the two new outdoor HVAC units.
- The storage room will have 2 new 2'x4' fluorescent direct/indirect light fixtures installed. The lights will be connected to an occupancy sensor and light switch. Power will be provided from panel "A".
- The conference room will have 5 new 2'x4' fluorescent direct/indirect light fixtures installed. The lights will be connected to an occupancy sensor and light switch. There will be a new exit sign installed. The bathroom will have a new recessed 2'x2' fluorescent fixture installed. They will be connected to an occupancy sensor and light switch. Power for the lights will be provided for from panel "A".

↳ Kitchen:

- A new 208/120V, 400A panel board "K" will be installed in the kitchen. The existing range, refrigerator, and freezer receptacles shall be connected to the new panel "K". New dedicated receptacles shall be provided for the ice machine and the dish washer with power being provided from panel "K".
- There will be 5 new countertop duplex receptacles installed with power from panel "K". The exhaust fans for the hood and the dishwasher will have power provided for from panel "K".
- New motor rated switches shall be provided for each exhaust fan. Power for the supply fan, electric duct heater, and the motorized damper shall be provided from panel "K". A new 240V, 30A disconnect switch will be provided for the duct heater and a new motor rated switch will be provided for the supply fan.
- Two new 208V HVAC condenser units will have power provided for from panel "K".

- The kitchen will have 6 new enclosed 2'x4' fluorescent light fixtures installed. The lights will be connected to an occupancy sensor with 3 way light switches. There will be a new wall mounted emergency wall pack installed. Power for the lights will be provided for from panel "K".

↳ Room F:

- Room F and adjacent storage will have total of (10) 2'x4' fluorescent direct/indirect light fixtures installed. There are two lights that will be installed with the emergency battery ballast. The lights will be connected to an occupancy sensor and light switch. A new exit sign will be installed. The fixtures will be reconnected using the existing wiring and circuit.

↳ Exterior:

- There will be a new pole fixture walkway that will be installed by the entrance of the building. There will be a new LED flood light installed on the outside facade of the building entrance wall.
- There will be 2 new LED wall pack fixtures installed on the outside of the back of the building at the loading dock.
- There will be a new digital programmable time clock and each photocell that will be installed and connected to the site lighting. All of the new lighting will be connected to the nearest available circuit.

~ END OF SECTION 7 ~

SECTION 8: Attachments and Exhibits

8.1. ATTACHMENT A

The following documents and forms are incorporated herein and attached hereto as Attachment A:

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Bid
- ↳ Bid Proposal Price Sheet
- ↳ Bid Proposal Submission Certification
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information

8.2. EXHIBITS

The following exhibits, which are incorporated herein, are posted on and can be downloaded from the Procurement Webpage:

- ↳ Exhibit A: Drawings
- ↳ Exhibit B: Specifications

~ END OF SECTION 8 ~

ATTACHMENT A



City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. Addendum / Amendment No: _____ Date of Issuance: _____

2. Addendum / Amendment No: _____ Date of Issuance: _____

3. Addendum / Amendment No: _____ Date of Issuance: _____

4. Addendum / Amendment No: _____ Date of Issuance: _____

5. Addendum / Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Proposal.

Signature Title Date

Printed Name



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Offeror, or any other person substantially involved in the Offeror's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

Affidavit of Qualification to Propose

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Proposal is accepted, this Offeror will contract to do, for the price stated in the Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name

The Bidder shall complete this form in its entirety and return it with its Bid Proposal. The Bidder is expected to review the Solicitation Document in its entirety and to understand project requirements and work scope prior to submitting a Bid Proposal.

Base Bid Price Proposal

CSI#	Division	Division Total Price (\$)
00 00 00	Procurement and Contracting Requirements	
01 00 00	General Conditions	
02 00 00	Existing Conditions	
03 00 00	Concrete	
04 00 00	Masonry	
05 00 00	Metals	
06 00 00	Wood, Plastics and Composites	
07 00 00	Thermal and Moisture Protection	
08 00 00	Openings	
09 00 00	Finishes	
10 00 00	Specialties	
11 00 00	Equipment	
20 00 00	Furnishings	
21 00 00	Fire Suppression	
22 00 00	Plumbing	
23 00 00	Heating, Ventilation and Air Conditioning	
26 00 00	Electrical	
27 00 00	Communication	
28 00 00	Electronic Safety and Security	
	Others (Specify)	
	Profit and Overhead	
TOTAL BASE BID COSTS		

Bid Add Alternate

Category	Price (\$)
Paint Room-E	
a. Material	
b. Labor Cost	
c. Profit and Overhead Cost	
TOTAL ADD ALTERNATE BID COSTS	

Total Bid (Sum of Base & Bid Add Alternate)

Bid Items	Price (\$)
1. Total Base Bid Price	
2. Total Add Alternate Bid Price	
Total Bid Price	

Unit Prices

Item#	Description	UOM	Unit Prices
1	Gypsum board patch and paint	SQFT	
2	Gypsum board replacement, prepare and paint	SQFT	
3	CMU wall Painting (Epoxy paint)	SQFT	
4	Concrete	C.Y	
5	Master electrician	/HR	
6	Electrician (Journeyman)	/HR	
7	Electrician (Helper/Apprentice)	/HR	
8	Project field supervisor	/HR	
9	General laborer	/HR	
10	Roof plywood sheathing	SQFT	
11	Metal flashing Product specified in plans and specification	SQFT	
12	New standing seam metal roof replacement	SQFT	
13	Concrete surface patch repair	SQFT	
14	Ceramic Tile demolition	SQFT	
	Others (Specify)		

By my signature I hereby testify that I am a duly authorized representative of the firm and that I have fully entered, examined and reviewed the items and totals represented on this Bid Proposal Price Sheet and they are accurate and complete.

Name of the Bidder:

Signature:

Date: _____

Print Name:

Title: _____



City of Gaithersburg

Bid Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name