

REQUEST FOR PROPOSALS

No. 2017-001

Facility Condition Assessments and User Needs Analyses

Solicitation Issued: July 12, 2016

Proposal Submissions Due: August 18, 2016 **Time:** 11:00 AM

Submissions Received By: Jacob M. Fayad, Capital Projects Program Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20877

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SECTION 1: Definitions

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.

Contract Administrator: “Contract Administrator” means the City employee assigned to administer the Contract and the manage projects thereunder.

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

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

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

Price Analysis: “Price Analysis” means the examination of the 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>.

Proposal: “Proposal” means the offer submitted to the City by an Offeror in response to this Solicitation.

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: “Solicitation” means this Request for Proposals.

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

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

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

Database: “Database” means the systematized collection of data that can be accessed immediately and manipulated by a data-processing system for the specific purpose in accordance with Contract Documents

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking sealed Proposals to establish a contract with a single qualified contractor to provide facility condition assessments (“FCA”) and facility user need analyses (“FUNA”) on an as-needed task order basis, as well as asset management database (“AMD”) population, modification, improvement and maintenance services for the City. The term of the Contract shall be a three years with the possibility of two additional one-year extensions.

City of Gaithersburg Facilities List (See Exhibit A for Details)

➤ Activity Center at Bohrer Park	➤ Miniature Golf Course at Bohrer Park
➤ Arts Barn	➤ Police Department
➤ Barns (Sod Farm)	➤ Olde Towne Parking Garage
➤ Casey Community Center	➤ Public Works Facility
➤ Community Museum	➤ Rolling Stock Park
➤ City Hall Pavilion	➤ Skate Park at Bohrer Park
➤ Desellum House	➤ Senior Center
➤ Gaithersburg Aquatic Center	➤ Water Park at Bohrer Park
➤ Gaithersburg City Hall	➤ Wells/Robertson House
➤ Hospice Caring	➤ Youth Center at Robertson Park
➤ Kellerman House	➤ Youth Center in Olde Towne
➤ Kentland’s Mansion	

NOTE: Work may not be required for all the listed facilities.

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. All Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Offeror 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 and/or information related thereto. 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 Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

2.5. RESTRICTED DISCUSSIONS

Offerors 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 Proposal submitted by any Offeror 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. Offerors must be qualified to submit a proposal 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, Offerors 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. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	July 12, 2016	N/A
B. Pre-Submission Meeting & Site Visit #1:	July 27, 2016	at 10:00AM
Site Visit #2:	July 28, 2016	at 10:00AM
Site Visit #3:	July 29, 2016	at 10:00AM
<i>See Subsection 3.2 for additional information</i>		
C. Offeror Questions Due in Writing:	August 5, 2016	by 3:00PM
<i>See Subsection 3.3 for additional information</i>		
D. City's Answers to Questions Issued:	August 11, 2016	by 5:00 PM
<i>See Subsection 3.4 for additional information</i>		
E. Submission Deadline:	August 18, 2016	at 11:00AM
<i>See Subsection 4.2 for additional information</i>		

3.2. **PRE-SUBMISSION MEETING AND SITE VISITS**

A. There will be a pre-submission meeting at the location shown below on the date and at the time stated in the Solicitation Schedule. Immediately following the pre-submission meeting, there will be site visits to five (5) select facilities. In addition, there will be additional site visits to the remaining facilities on the dates and at the times stated in the Solicitation Schedule. Offerors attending the additional site visits shall meet at the location shown below.

City of Gaithersburg
 Department of Public Works
 800 Rabbitt Road
 Gaithersburg, Maryland 20878

B. Attendance of the pre-submission meeting and site visits is not mandatory but is strongly encouraged. Offerors are expected to bring a copy of all Solicitation Documents to the pre-submission meeting and each site visit.

3.3. **SUBMISSION OF OFFEROR QUESTIONS**

All questions regarding this Solicitation shall: (i) be submitted by email to Jacob Fayad, Capital Projects Program Manager, at jfayad@gaithersburgmd.gov; and (ii) 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 OFFEROR QUESTIONS

The City's answers to questions submitted by Offerors 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: Proposal Preparation and Submission Instructions

4.1. PROPOSAL FORMAT AND CONTENT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall consist of two parts, each of which shall be separate of the other: *Part A – Technical Proposal* and *Part B – Price Proposal*. Each part shall be organized and contain specified material as described below.

A. Part A – Technical Proposal

The Technical Proposal shall be separate from the Price Proposal and shall be organized and contain specified material as described below. Sections 1-5 follow the evaluation criteria described in Section 5.3 herein.

I. Executive Summary

The Technical Proposal shall include a two-page maximum executive summary which clearly summarizes the content of the Technical Proposal only, including but not limited to:

- Lead company name and Business
- Company names of each partnering or subcontracting organization
- Management structure
- Proposal summary
- The name, business title, address, email address and telephone number of the individual authorized to represent the firm and to whom the City should direct correspondence

II. Table of Contents

The Technical Proposal shall include a table of contents that references each of sections therein.

III. Section 1: Understanding the Requirements and Ability to Meet

This section of the Technical Proposal: shall address and confirm the Offeror understands the requirements of this Solicitation and possess the ability to meet such requirements; and shall clearly outline the proposed scope of work and objectives of the Proposal as they relates to the scope and objectives of the project, product and/or service deliverables.

IV. Section 2: Work Plan

This section of the Technical Proposal shall include a proposed work plan (“Work Plan”) for the project, which shall, at a minimum:

- Identify all of the tasks required to complete the project.
- Describe the purpose of each task and the requirements and responsibilities thereunder.
- Differentiate between the responsibilities of the Contractor and the responsibilities of the City. The failure by the Offeror to make any such distinction shall signify the Offeror assumes full responsibility for the respective task.

- ↳ Identify any anticipated obstacles and propose solutions to such obstacles.
- ↳ Identify any meetings that will be required.
- ↳ Identify any approvals that will be required from the City, if any.
- ↳ Identify and provide all standards applicable to both FCA & FUNA
- ↳ Describe the work execution process and the end product
- ↳ Identify all needed maintenance requirements

V. Section 3: Management Plan, Timeline, and Quality Control Plan

This section of the Technical Proposal shall include a timeline (“Timeline”), management plan (“Management Plan”) and a quality control plan (“Quality Control Plan”) for the project as follows:

- ↳ The Timeline, which should coincide with the Work Plan, shall, at a minimum: set forth a realistic plan for the timing of each task in the Work Plan; establish beginning and completion dates for each project; and set forth any and all milestones.
- ↳ The Management Plan shall: clearly describe how the Offeror will manage and control all proposed tasks under the Work Plan and Timeline; and explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is performed properly and in accordance with the Work Plan and Timeline.
- ↳ The Quality Control Plan shall: describe the assessment reporting processes (initial report, reviews and final report) and format used to submit error free reports. Provide in this Proposal a sample copy of Offeror’s standard format for Database and reports.

VI. Section 4: Firm’s Capabilities and Quality of Previous Work

This section of the Technical Proposal shall include an overview of the Offeror’s firm and its commitment to provide the Services requested in this Solicitation. The Offeror shall, at a minimum:

- ↳ Summarize the organizational structure and size of their firm and provide the firm’s date of organization and current principal place of business.
- ↳ Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- ↳ Describe the firm’s experience with similar projects.
- ↳ Describe the quality of firm’s previous work (at least three past contracts)

- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads such practice and where the person is located.
- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.

VII. Section 5: Staff Qualifications, Experience and Capabilities

Staffs Qualifications: This section of the Technical Proposal shall address the qualifications of staff assigned by the Offeror to the Contract. The Offeror shall: (i) include the names of the Contract Manager, alternate Contract Manager and each project team member (Note: Team members shall include the Engineers, Draftsman, Space Planner, Data Entry Specialist, Cost Estimator, and Field Technician); (ii) describe the functional discipline and responsibilities for all such persons; and (iii) provide a complete resume or a detailed description of each person's education, professional experience, and length of time employed by the Offeror.

All personnel assigned to the proposed work scope shall remain assigned throughout the Contract period. The Offeror shall not substitute or replace any assigned personnel without the prior written approval by the City. All requests by the Offeror to substitute or replace assigned personnel must be made in writing and must include a complete resume.

In addition, the Offeror shall clearly state if it intends to subcontract any of the proposed work and, if so, provide the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

Offeror's Experience: Provide a detailed narrative statement describing the previous experience of the Offeror and project team, relevant to the work proposed.

Offeror's Projects and Reference: Provide a list of a minimum of five (5) relevant projects completed by the Offeror, which shall also serve as the Offeror's references. These references shall be from commercial and local government customers, including two (2) local, state or federal government that demonstrate Offeror's ability to provide the services covered by the Contract. Both of which shall be for similar contracts and of a minimum \$150,000 value, with multi-site facilities of varying age. The list must include, at a minimum:

- The company's name and address;
- The name and telephone number of a relevant person within the company that can be contacted by the City;
- The total amount of the contract;
- The start date and completion date of the work under the contract; and
- A brief description of the work under the contract.

VIII. Section 6: Forms and Documents

This section of the Technical Proposal shall include the following documents and forms:

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

B. Part B – Price Proposal

The Price Proposal shall be separate from the Technical Proposal and be organized to provide a separation of costs for the following:

- I. Fully Burden Hourly Rate for FCA and FUNA: Including cost per project task, hourly billing rates for all key staff to be assigned. Hourly rates are fully burdened and include the provision of all things necessary for performing the work, including but not limited to, labor, tools, transportation to, from and between jobs, parking, tools-of-the-trade, means for access, and consumable supplies. These rates also include all cost for reimbursable expenses. See Proposal Price Sheet.
- II. Lump-sum Price for AMD: The Lump-Sum price is to provide asset management database “AMD” hosting, population, access, updates, training and Maintenance for three years. These prices shall be part of the evaluation. See Proposal Price Sheet. The lump-sum price shall remain the same for the three years base contract. Within a 5% maximum increase in cost, the City and the offeror shall negotiate the Annual Lump-Sum Price for the possible two additional one year’s extension of the contract.

4.2. PROPOSAL PREPARATION AND SUBMISSION

The Offeror shall submit complete sets of its Proposal in a sealed package (“Proposal Package”) in accordance with and subject to the following instructions and conditions:

A. The Proposal Package shall contain the following:

- I. One (1) sealed envelope clearly labeled *Technical Proposal*. The envelope shall contain one (1) complete original paper Technical Proposal and five (5) identical paper copies thereof. All documents and forms shall be complete and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.
- II. One (1) sealed envelope clearly labeled *Price Proposal*. The envelope shall contain one (1) complete original paper Price Proposal and five (5) identical paper copies thereof. The Price Proposal shall be signed in ink by an authorized or duly authorized representative of the Offeror.
- III. One (1) sealed envelope clearly labeled *Technical Proposal and Price Proposal Digital Copies*. The envelope shall contain one (1) identical digital copy of the original paper Technical Proposal and one (1) identical digital copy of the original paper Price Proposal, together on a compact disc or flash drive. The digital copies shall be in portable document format (PDF).

B. The following information shall be printed clearly on the outside of the Proposal Package:

- ↳ Solicitation Number
- ↳ Solicitation Title
- ↳ Name of the Offeror submitting the Proposal Package

C. The Proposal Package shall be addressed to the person and submitted to the location shown below; Proposal Packages not received at the same location by the Submission Deadline shall be deemed non-responsive.

Jacob M. Fayad, Capital Projects Program Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20877

D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.

E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.

F. No partial Proposals will be accepted or reviewed.

F. Any and all Proposals submitted not in compliance with any of the provisions herein may be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: Evaluation Criteria and Selection Process

5.1. AWARD

Award of the Contract, if any, shall be to the Responsible Offeror whose Proposal: (i) fully conforms in all material respects to the requirements of this Solicitation, including all form and substance; and (ii) is, in the sole discretion of the City, the most advantageous to the City, price and other factors considered.

5.2. SELECTION COMMITTEE

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award (“Selection Committee”).

5.3. EVALUATION CRITERIA

The Selection Committee will evaluate each Proposal on the following criteria (“Evaluation Criteria”):

- A. Understanding the Requirements and Ability to Meet
- B. Work Plan
- C. Management Plan, Timeline, and Quality Control Plan
- D. Firm’s Capabilities and Quality of Previous Work
- E. Staff Qualifications, Experience and Capabilities
- F. Database and Reporting Product Presentation
- G. Price Proposal

5.4. SELECTION PROCESS

Below is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City. The scoring method shall be based on a weighted value system with 80% on the Technical Proposal and 20% on the Price Proposal.

A. Review for Responsiveness

The Contract Administrator shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Contract Administrator shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. In the event a Proposal is determined to be nonresponsive, it shall be retained by the City and not be distributed to the Selection Committee.

B. Evaluation and Scoring

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors.

C. Interviews

- I. Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of whom may be required to make a presentation. Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview and make a recommendation of tentative award to the City Manager.

- II. Formal award shall be contingent on the approval by the City's Mayor and City Council. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

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

6.1. 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.

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in 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 Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

6.3. ACCURATE INFORMATION

The Offeror 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 Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror.

6.4. 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 communication not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Offeror 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.

6.5. ALTERNATE PROPOSALS

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

6.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Offeror of its intent to withdraw its Proposal. 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.

6.7. 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 Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material the Offeror 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 Offeror 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”.

6.8. CONTRACT AWARD

It is the intent of the City to award the Contract to one (1) Offeror. The City reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

6.9. ERRORS IN PROPOSALS

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

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

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

6.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all 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 Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO PROPOSALS

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

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified 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 Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

6.13. 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 Offeror or with another Offeror, 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 Offeror unless otherwise stated.

6.14. RETURN OF BID BOND

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 an Offeror requests its Proposal to be withdrawn in accordance with Section 6.6 (Binding Proposal) of this Solicitation. The City shall immediately return the proposal bond of any Offeror whose Proposal is deemed by the City to be non-responsive, or shall immediately return all proposal bonds in the event the Solicitation process is canceled by the City.

6.15. SOLICITATION DOCUMENTS

The Offeror 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 Offeror shall make an inquiry as to such meaning and/or intent. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

6.16. 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.

6.17. USE OF BROKER

The Offeror 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 Offeror 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.

6.18. 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.

6.19. 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.

6.20. 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.

6.21. 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 or designee (“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.

6.22. 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.

6.23. 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.

6.24. 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>.

6.25. 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.

6.26. 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.

6.27. 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.

6.28. 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.

6.29. 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.

6.30. 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.

6.31. 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.

6.32. 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.

6.33. 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.

6.34. 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.

6.35. 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.

6.36. 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.

6.37. INVOICES, PAYMENT TERMS AND TAXES

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

A. 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.

B. 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.

C. 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.

6.38. 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.

6.39. 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.

6.40. SURVIVAL

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

6.41. 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 for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of such 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 6~

SECTION 7: Special Terms and Conditions

7.1. BONDS

- A. A bid bond, a payment bond and a performance bond, all of which are hereinafter referred to collectively as (“Bonds”), shall be provided to the City in accordance with and subject to the following:
- I. The Offeror shall submit with its Proposal an executed bid bond in an amount equal to three percent (3%) of the Offeror’s total 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.
 - II. 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.
 - III. 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.
 - IV. The Bonds shall executed in accordance with and subject to the following:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. The date of the Bonds shall not exceed the date of the Contract or subsequent thereto.
 - e. 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.*

7.2. **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. Commercial General Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00);
 - II. Professional Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00);
 - III. Workers' Compensation Insurance in an amount no less than One Million Dollars (\$1,000,000.00); and
 - IV. Technology Liability and Data Protection Indemnity Insurance in an amount no less than One Million Dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any 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. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) 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.
- D. The Contractor 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).

7.3. PAYMENTS

Payments under the Contract shall be based on the Contractor's completion milestones, to be later established and agreed upon between the City and the Contractor, and following the receipt of undisputed proper invoices for the same, which are issued in accordance Section 6.37 of this Solicitation.

7.4. CONTRACTOR PERSONNEL

The Contractor shall utilize personnel listed in their Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the City.

7.5. TIMELY COMPLETION OF WORK

The Contractor's Staff shall, when assigned to assess a building (invasive and non-invasive) or perform user needs analysis, proceed diligently to complete the work during normal work hours without interruption, except for a scheduled lunch break. The contractor shall inform the City of any assessment work that would last two or more days. The Contractor shall provide a schedule of activities for any assessment that will last two or more days.

7.6. INTELLECTUAL PROPERTY INDEMNIFICATION

- A. The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.
- B. The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the City , and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of the Contract.
- C. If, after Notice by the City, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the City for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the City and failure to do so may result in such amounts being withheld from any amounts due to Contractor under the Contract.

7.7. COPYRIGHT

- A. The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the City all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the Contract. The Contractor further agrees to execute such documents as the City may request to affect such transfer or assignment. Further, the Contractor agrees that the rights granted to the City by this paragraph are irrevocable.

- B. Notwithstanding anything else in the Contract, the Contractor's remedy in the event of termination of or dispute over the terms of the Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of the Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
- C. The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of the Contract is prohibited unless the City approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to the Contract.

7.8. METHOD OF MEASURING CONTRACTORS PERFORMANCE

Performance under the Contract will affect the annual contract renewal and be measured during the term of the contract by consideration of the following:

- ↳ Failure to provide appropriately certified and trained personnel as required above in the section titled "Contractor's Personnel."
- ↳ Failure to provide building and building user need assessment services as specified.
- ↳ Number of call-backs to correct system assessment reports which should have been correct through proper assessment. More than four call-backs for a single report may result in termination of the Contract by the City for default.
- ↳ Failure to adhere to assessment schedules.
- ↳ Response time for requested proposal and start of work may result in termination of the Contract by the City.
- ↳ Failure to maintain accurate inspections during assessment.
- ↳ Failure to obtain and provide Database, electronic and print reports in a timely manner for all projects.
- ↳ Failure to adhere to items identified in the Contractor Responsibilities Section indicated above.
- ↳ Failure to perform assessment within all applicable federal, state, and local safety requirements and regulations, to include Building Officials Court Administrators (BOCA) and all local codes.
- ↳ Failure to follow industry standards for all trades in performing the building assessment and building user need assessment within the time prescribed. (R. S. Means accepted industry standard). Excessive, unjustified time to complete work on two (2) or more jobs, may result in termination of the Contract by the City for default.
- ↳ The Contract Manager's failure to evaluate Contractor's Staff performance and effectively communicate and/or report to the Contract Administrator.

7.9. OFFEROR QUALIFICATIONS

Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- A. The Offeror shall have a minimum of five (5) years' experience providing services similar to those under this Solicitation.
- B. The Offeror shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

7.10. PERSONNEL RESPONSIBILITIES AND FUNCTIONS

A. Firm's Principal

The Contractor shall have a qualified Principal that has technical background and experience (engineering, architecture, Trades, etc.). The Principal shall be required to attend all annual Contract renewal review meetings.

B. Contract Manager

- I. The Contractor shall assign a qualified individual with at least three years' experience in contract management to serve as Contract Manager (CM). The CM services are non-billable to the City and considered as overhead cost. The CM can also serve as Project Manager during projects and bill the City at the Contractor's Project Manager Rate. The CM shall be experienced in contract and/or project management, supervision of employees, knowledgeable in all aspects of facility condition and user needs assessment and is able to consult with the Contract Administrator about necessary or recommended remedies.
- II. The CM shall report to the Contract Administrator and be responsible for all services and quality control. The CM shall serve as the single point of contact with the City for work assignments, cost proposals, and problem resolution.
- III. The CM shall inspect buildings covered by the Contract for the purpose of ensuring quality services and compliance with the Contract; note discrepancies and complaints; evaluate and plan for correction of deficiencies. As part of the Contractor's Quality Control program, the Contractor's CM shall accompany the Contract Administrator to review the Contractor's work at a maximum of two (2) sites every year. The CM shall meet with the Contract Administrator the first Wednesday after each quality control inspection (every year) to discuss feedbacks on all services performed, and address any performance issues. The CM shall submit a consolidated list of recommendations at each meeting.

C. Project Engineer/Architect/Manager

The Contractor shall have no less than two qualified Project Engineer/Architect/Manager with at least 5 years' experience to service the Contract.

D. Draftsman

The Contractor shall have no less than two qualified draftsman with at least three (3) years' experience as part of its firm.

E. Cost Estimator

The Contractor shall have no less than one qualified cost estimator with at least three (3) years' experience as part of its firm.

F. Space Planner

The Contractor shall have no less than two qualified space planners with at least three (3) years' experience as part of its firm.

G. Data Entry Specialist

The Contractor shall have no less than two (2) qualified Data entry Specialist with at least 5 years' experience as part of its firm.

H. Field Technician

The Contractor shall have no less than five (5) Field Technician with technical education background (trades) and at least two years' experience in facility condition assessment. The Field Technicians shall assist the Project Engineer for Data gathering and input. The Field Technicians shall not be assigned to engineering analysis or engineering reports, especially those that involves life safety.

7.11. QUALITY OF WORKMANSHIP

All work shall, at a minimum, be performed in accordance with the following codes and standards:

- A. Uniform statewide building code of Maryland;
- B. City of Gaithersburg Code;
- C. City of Gaithersburg Policy, and any subsequent amendments, as set forth by City of Gaithersburg's Inspection Services Division; and
- D. The latest editions of the following referenced codes and standards as applicable in the City:
 - Building Officials and Code Administrators (BOCA)
 - American National Standards Institute (ANSI)
 - Americans With Disabilities Act (ADA Standards)
 - International Building Codes (IBC)
 - National Building Codes (NBC)

Where the above standards or codes conflict, the more stringent requirement shall apply.

7.12. QUALITY ASSURANCE/QUALITY CONTROL

Quality Control is vital to the success of the Contract and of the Contractor's performance of the Work. The Contractor shall submit a high quality, clear and accurate work product in the final form. It is the Contractor's responsibility to ensure the quality of the work product by means of having sound Quality Control procedures, guidelines and checklists and to ensure their staffs are following these procedures to provide the City with professional quality product. The Contractor shall provide ongoing support, documentation, and coordination with the City to ensure that all reports and submittal are professional prepared, and all recommendations are based on the real market research and sound analysis.

7.13. REPORT STANDARDS, MEETINGS AND PRESENTATION

Reports or written material prepared by the Contractor in response to the requirements of the Contract or a Task Order Request shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided. It shall be thoroughly researched for accuracy of content, grammatically correct and spelling errors free. The material shall be submitted in a format approved in advance by the Contract Administrator, and shall be submitted for advance review and comment by the City. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor. In addition, the Contractor shall also:

- A. Submit updated annual reports of the existing database. This report shall be color printed and in a binder. Content of each report shall be provided to the Contractor by the Contract Administrator two weeks prior to the report due date. The annual report due dates shall be determine by the Contract Administrator.
- B. Submit requested progress reports detailing progress on completion of the assessment work, any issues or barriers the Contractor has encountered requiring resolution by the City, budget to actuals, and completion of project milestones.
- C. Participate in periodic briefings with the senior leadership of the City throughout the life of the Contract, if required.
- D. Submit a comprehensive report summarizing the FCA and its findings at the end of each project.
- E. Upon request, participate in meetings with the public, City Mayor & Council, City Manager and Senior Leadership to present the final findings of the FCA.

7.14. WORK SITE

The Contractor and City's responsibilities shall include the below requirements:

- A. The Contractor's Staff shall coordinate all work with the Contract Administrator, and shall check in with the Department of Public Works, and its building representative designee, prior to accessing the building for assessment or analysis.
- B. If the Contractor's Staff deems any location to be unsafe to service, the Staff shall immediately notify the Contract Administrator or building representative designee. The Contractor's Staff shall not access the unsafe location until the City is notified through the Department of Public Works to expeditiously schedule the necessary repair work to make the location safe. The Staff shall only access when the location is made safe.
- C. The Contractor's Staff shall provide and maintain adequate barricades, warning signs and "out of order" signs which may be required to protect the public while performing required services.
- D. The Contractor shall be responsible for all damage which may occur to the any part of the building during any work performed thereon due to faulty workmanship or usage on the part of its employees.

- E. At no time shall the Contractor's Staff leave an opened building system (roof, electrical, plumbing or other) unprotected or watertight without prior approval of the Contract Administrator. The Contractor shall at the end of each day, before leaving the project or assessment site, update the Contract Administrator or project designee of the progress made for the day, plans for the following work day(s) and procedure for protecting or water-tightening all exposed/opened systems . The intent of this requirement is to keep the building and occupant secure, protected and safe.
- F. The City shall be responsible to inform the onsite staff of the Contractors scheduled visit. Five (5) working days ahead of each project, the Contractor shall provide the City Contract Administrator with a schedule of site visits and provide two working days' notice for any change to the schedule provided.
- G. Damage to Property: The Contractor shall be responsible for damage to City property caused by the Contractor's employees in the course of performance of the Contract. The Contractor must replace or restore to its original condition any such damaged property at no cost to the City.

7.15. OWNERSHIP AND RETURN OF RECORDS

- A. The Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the City's data or inputs. The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the City 's request for services under the Contract, are the exclusive property of the City ("Record" or "Records"), and all such Records shall be provided to and/or returned to City upon completion, termination, or cancellation of the Contract.
- B. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the City. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee.
- C. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of the Contract shall be referred to the Contract Administrator or his/her designee for response. At the City's request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the City's request, shall destroy all computer records created as a result of the City's request for services pursuant to the Contract.
- D. The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to the Contract.
- E. No termination of the Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

7.16. WORK EXECUTION AND TASK ORDER AWARD PROCEDURE

The following shall be the procedure for any work performed under the contract:

- A. The Contract Manager shall work with the Contract Administrator in all services for Asset Management Database (population, modification, improvement and maintenance) (AMD). This includes the processing of all data obtained from all executed task order.
- B. For each project, the Contract Administrator shall issue a Task Order Request (TOR) to the selected Offeror.
- C. The TOR shall contain the detailed scope of work, and other relevant information to execute the TOR.
- D. Thereafter, the Contractor shall within the days specified in the TOR submit to the Contract Administrator a signed task order response which shall include the project cost and duration, as well as an updated project execution plan detailing:
 - Assigned staff
 - Project constraints and possible impediments
- E. The City will review the task order response and either approve or provide comments to the Contractor. If the task order response is approved, the City will proceed to request a Purchase Order (PO). If comments are provided, the Contractor shall provide a revised project plan to the City within the duration specified by the City.
- F. Upon the PO approval, the City shall issue a Notice-to-Proceed (NTP) to the Contractor. The Contractor shall not start work prior to receiving an NTP.

NOTE: The City reserve the right to issue or not issue purchase order for some or all Facilities. A purchase order for each facility shall only be provided to the Contractor based on City's budgetary approval of funding for each Facility.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work

8.1. OVERVIEW

On an as-needed base the Contractor shall provide facility condition assessments and facility user need analyses. The Contractor shall provide asset management database, modification, improvement and maintenance services to the City. The Services shall cover all City current and future owned and leased facilities.

8.2. BACKGROUND, OBJECTIVE AND GENERAL INFORMATION

The City of Gaithersburg currently has about twenty (20) facilities that are being used by its residents, agencies and departments (Parks & Recreation, Public Works, Information Technology, Planning and Code, City Manager Office, Police, and Public Relation) as offices, parks, program centers, warehouses and police station. With about twenty (20) facilities, the City occupies about 500,000 square feet of mixed used building space.

The Department of Public Works is responsible for identifying and prioritizing capital work within the City. This includes maintaining the physical integrity of existing facilities, constructing new buildings, and renovating existing facilities to meet code compliance and to support the smooth function of the City.

This is the City's first comprehensive Facility Condition Assessment (FCA) and Facility User Needs Analysis (FUNA) in Fifteen (15) years. The City does not have an existing Facility Management Program (FMP) or data base for integration. As a key part of the Contract, the Contractor shall provide, populate and maintain an Asset Management Database (AMD) as part of the FMP

Therefore, the objective of this solicitation is to engage a professional firm to accomplish the following goals of the FCA, FUNA and AMD for the City of Gaithersburg's FMP:

- A. On as-needed bases, complete a comprehensive facility condition assessment of selected City's currently and future owned, leased and operated facilities and provide reports to include but not limited to:
 - Calculate Facility Condition Index (FCI) Scores for buildings including FCI scores for individual systems. The City must approve the method for calculating the FCI and the correlation of the FCI to the priority of repair before being used.
 - Determine the City's overall outstanding capital need and a recommended annual investment plan to address deferred maintenance.
 - Prioritize building systems based on need, observed deficiencies, remaining useful life, and classify each system based on a recommended timeframe for when these systems should be replaced.
- B. On as-needed bases, complete facility user needs analysis on selected City's currently and future owned, leased and operated facilities.
- C. Provide, populate and maintain an assets management database that will provide access to multiple levels of data reports on critical building systems, life expectancy, capital investment and multiyear capital improvement plan.

8.3. SCOPE OF SERVICES

The Services consist of the provision of the below listed services to the City on an as-needed basis:

- ↳ Facility Condition Assessments (FCA)
- ↳ Facility User Need Analysis (FUNA)
- ↳ Asset Management Database (population, modification, improvement and maintenance) (AMD).

The scope of services for the Contract shall cover the below listed categories.

<p>A. <u>Facility Condition Assessments (FCA)</u></p> <ul style="list-style-type: none">I. Planning and prioritizingII. Execution of AssessmentIII. Cost EstimatingIV. Deliverables <p>B. <u>Facility User Needs Analysis (FUNA)</u></p> <ul style="list-style-type: none">I. Planning and prioritizingII. Execution of AssessmentIII. Cost EstimatingIV. Deliverables <p>C. <u>Asset Management Database (AMD)</u></p> <ul style="list-style-type: none">I. System RequirementsII. Database HostingIII. Database populationIV. Database UpdatesV. System and data accessVI. Database Access, Updates and MaintenanceVII. Additional Services
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A. Facility Condition Assessment (FCA)

The Contractor shall provide written evaluation and property condition assessments of life cycle cost and management needs (“Facility Condition Assessment Report”) of the City owned and leased facilities as well as acquisition of new property on an as-needed basis. The assessments shall be provided per the following:

I. Planning and Prioritizing

The Contractor shall thoroughly survey, inventory, and assess all the facility’s systems and components to identify deficient conditions, forecast component replacements, and accurately estimate the cost to correct each deficiency.

The Contractor shall provide draft reports to the City Staff for review and comment on process, format, and conclusions. Once draft comments have been addressed a final report shall be submitted. Based upon Contractor observations, research, and judgment, along with consulting commonly accepted empirical estimated useful life (EUL) tables, the Contractor shall

provide their professional opinion as to when a system or component will most probably necessitate replacement. Exposure to weather elements, initial system quality and installation, extent of use (EU), quality, and amount of preventive maintenance exercised are all factors the Contractor shall analyze when determining the effective age of a system or component.

The Contractor shall evaluate all City facilities and facility components and make appropriate remedial recommendations and or corrective measures ranked by one of the following six (6) Priority assessment Classes. All work recommended shall be performed by third party contractor(s) procured directly by the City.

The assessment shall be performed by individuals trained and licensed in construction, engineering or architecture for the specific building systems they are assessing. The assessment shall be conducted in accordance with well-established industry standards such as ASTM E2018 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. Assessment data shall be organized according to ASTM E1557 Uniformat II classification.

The Contractor shall obtain from the City and review existing drawings for each facility prior to its on-site assessment to the extent available. Complete records for any facility or building may not be available. Interviews with the facility area coordinator and/or building engineer shall be conducted for each facility to record current deficiencies already identified. The interview protocol will be developed by the City with input from the Contractor.

The Contractor shall perform a non-destructive visual inspection of each facility to identify systems-level deficiencies and life-cycle conditions. A narrative summary of each facility and building systems shall be documented in addition to the standard quantitative information. Digital date stamped photographs shall be taken to document existing field conditions.

a. Priority 1: Currently Critical (Immediate)

In this category of assessment, the Contractor shall review and assess each facility and shall submit recommendations for remedial and or corrective measures for facilities and or facility components that require immediate action, at a minimum the following shall be provided as part of the recommendation:

- ➔ Return the facility or facility component to normal level operation.
- ➔ Stop accelerated deterioration.
- ➔ Replace items that have reached or exceeded their useful service life.
- ➔ Correct a cited safety hazard.

b. Priority 2: Potentially Critical (Year 1-2)

The Contractor shall provide assessment recommendation for the following:

- Return the facility component to normal operation.
- Stop rapid deterioration.
- Correct potential life safety issues and/or code hazards.
- Correct facility components that are experiencing intermittent operations.

c. Priority 3: Necessary – Not Yet Critical (Year 3-5)

Under this category of assessments the Contractor shall assess each facility and shall provide appropriate recommendation to address predictable deterioration, potential downtime, additional damage, and the real cost of remediation, if deferred further.

d. Priority 4: Recommended (Years 6-10)

This assessment category represents sensible recommendations for improvement of facilities and or facility components. These recommendations are given to optimize and or increase the value and life expectancy of the facilities and or facility components. Contractor's input shall emphasize the benefit of the improvements recommended and how the recommended improvements will expand overall usability and/or reduce long-term maintenance costs.

e. Priority 5: Recommended (Years 11-20)

This assessment category represents anticipated required capital expenditures due to Estimated Useful Life (EUL) only. These systems are generally in good operational condition, but will require replacement due to system(s) finite life expectancy.

f. Priority 6: Recommended (Years 21 and beyond)

This assessment category represents systems or components present in the facility that have been included as part of the Comprehensive Facility Condition Assessment.

II. Execution of Assessment

As part of the assessment, the Contractor shall survey the prime facility system components listed below. The results of the surveys shall be populated in the Database and in the Facility Condition Assessment Report. The elements shown below are identified according to ASTM E1557 Uniformat II classification. The Contractor shall advise the City on the final list of building elements for the FCA. Prior to the start of on-site assessments, the Contractor shall work with the City in developing assessment standards to ensure consistency and completeness of data gathered at different facilities.

a. Infrastructure/Site

The Contractor shall populate the data for this report in the Database with the components listed below:

- Topography: Observe the general topography and note any unusual or problematic features or conditions observed.

- ➔ Ingress and Egress: Identify the major means of access and egress at the subject property. Note the locations of the major means of access and egress, and note any unusual or restraining conditions observed or reported.
- ➔ Paving, Curbing, and Parking: Identify the material types of paving and curbing systems at the subject property. Observe general conditions and note any physical deficiencies identified or any unusual items or conditions observed.
- ➔ Flatwork: Identify the material flatwork at the subject property (sidewalks, plazas, patios). Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.
- ➔ Landscaping and Appurtenances: Identify the material landscaping features, material types of landscaping (fences, retaining walls) and site appurtenances (irrigation systems, fountains, lighting, signage, and ponds). Observe general conditions and note any physical deficiencies identified or unusual conditions observed or reported.
- ➔ Utilities: Identify the type and provider of the material utilities provided to the property (water, electricity, natural gas). Observe general conditions and note any physical deficiencies observed or material problems or system inadequacies reported.

b. Structural Frame and Facility Envelope

The Contractor shall populate the data for this report in the Database with the components listed below:

- ➔ Identify material elements of the structural frame and facility envelope, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, exterior balconies, doors, and stairways.
- ➔ Observe general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, accessible balconies, and rooftop vantage points.
- ➔ Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.

- ➔ The Contractor shall notify the City in writing should there be a need for any specialty type testing that is outside of the Contractor's scope of responsibility. The Contractor notification shall contain the specific test, the necessity for such test, the estimated amount, and other information necessary for the City to make a decision to approve such test. If the City concurs that the test is necessary, the City will contract with a third party for the performance of the recommended test.

c. Wall Evaluation

The Contractor shall populate the data for this report in the Database with the components listed below:

- ➔ Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- ➔ Observe representative operable and fixed panels on all facades operate a representative sample of units to assess hardware, and visually inspect exterior conditions and the condition of waterproofing seals.
- ➔ Assess exterior wall conditions to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

d. Roofing (Non-Invasive Visual)

The Contractor shall populate the data for this report in the Database with the components listed below:

- ➔ Identify material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- ➔ Observe general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- ➔ Observe evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- ➔ Identify material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.

e. Plumbing

The Contractor shall populate the data for this report in the Database with the components listed below:

- Identify material plumbing systems at the subject property including domestic water supply, domestic hot water production, sanitary sewer, or any special or unusual plumbing systems (water features, grease traps, fuel systems, and gas systems).
- Identify the type and condition of restroom fixtures, drinking fountains, and/or other miscellaneous plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

f. Heating

The Contractor shall populate the data for this report in Database with the components listed below:

- Identify material heat generating systems at the subject property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements /upgrades, note apparent level of maintenance, and identify if a maintenance contract is in place; if heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note physical deficiencies identified or unusual items or conditions observed or reported; additionally, include any reported material system inadequacies or operating deficiencies.
- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat) and note any reported material problems or inadequacies.

g. Air-Conditioning & Ventilation

The Contractor shall populate the data for this report in Database with the components listed below:

- Identify material air-conditioning and ventilation systems at the subject property; include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify material distribution systems (supply and return, make-up air, exhaust) at the subject property; note reported tenant-owned equipment/systems not included in this review.

- Observe general conditions, identify reported age of equipment, note past material component upgrades/replacements, note apparent level of maintenance, and identify if a maintenance contract is in place (and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air conditioning and ventilation systems or equipment (ice skating rinks, cold storage systems, special computer cooling equipment) and note any material reported problems or system inadequacies.

h. Electrical

The Contractor shall populate the data for this report in Database with the components listed below:

- Identify the electrical service and distribution system provided at the subject property; include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems (EMS), emergency power, lightning protection, etc.
- Observe general conditions and note physical deficiencies identified or unusual items or conditions observed, the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

i. Vertical Transportation

The Contractor shall populate the data for this report in Database with the components listed below:

- Identify vertical transportation systems at the subject property; include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.; identify the company that provides elevator/escalator maintenance at the subject property; observe general conditions and note physical deficiencies identified or unusual items or conditions observed or reported, including any reported material system inadequacies.

- Review inspection, testing and calibration data, maintenance and repair histories; and interview facility personnel.
 - Identify the condition of traveling cables, controllers, control systems, hydraulic jack units, pump units, guiderails, operating devices, independent and fire service functions, car frame, car platform, and handicap accessibility.
- j. Life Safety/Fire Protection
The Contractor shall identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc. The Contractor shall also observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies. The results of the surveys shall be populated in the Database and in the Facility Condition Assessment Report.
- k. Interior Elements
The Contractor shall identify facility standard finishes, including flooring, ceilings, and walls. Furnishings, Fixtures, and Equipment (FF&E) shall be reviewed, quantified, and included in the cost estimate tables for replacements. Additionally, the Contractor shall identify material facility amenities or special features. The Contractor shall observe general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported. The results of the surveys shall be populated in the Database and in the Facility Condition Assessment Report
- l. Accessibility Compliance
The Contractor shall provide a general statement of the subject facility's compliance to the 2010 Americans with Disabilities Act to help identify whether the City may be exposed to issues and whether there is the need for further review. The results of the surveys shall be populated in the Database and in the Facility Condition Assessment Report
- m. Code Compliance
The Contractor shall make appropriate inquiries of municipal officials regarding the existence of pending unresolved facility, zoning, or fire code violations on file to determine the current zoning category, flood plain zone, and seismic zone. The results of the surveys shall be populated in the Database and in the Facility Condition Assessment Report
- n. Mold
The Contractor shall perform visual observations to provide a limited assessment of accessible areas of the facility(s) for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. The Contractor shall interview City personnel regarding the

presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas shall be photographed. The City will address mold conditions in City facilities through the use of an existing City contract; the Contractor shall be responsible for notification of the City if such conditions were observed during the inspection.

III. Cost Estimating

In the Facility Condition Assessment Report, the Contractor shall submit cost estimates for all recommended repairs and remedial/improvement work for each facility and or facility components. The narrative for the cost estimates shall have recommendation for various options for suggested repairs and remedial/improvement work for each facility and or facility components, and shall include a summary of the description of each facility or facility component, age and estimated remaining useful life (RUL), timeline recommendation for repair or replacement, the cost estimate shall include design fees, project management, and the actual remedial work.

The City will use the cost estimates for planning and budgeting purposes. The management and procurement of all related services (design, construction and or equipment replacement) will be managed and procured by the City.

The Contractor shall use the latest and most recent version of Unifomat system and the RS Means model as the base of its cost estimating whenever services are being provided unless directed otherwise by the City. The Contractor shall maintain and annually update the cost estimating system with information received from the field. All updates shall reflect national cost inflation for labor and material. The Contractor through construction monitoring work shall have current cost data from in-progress construction and rehabilitation projects to allow them to project costs based on local conditions and trends in the local construction market.

IV. Deliverables

a. Facility Condition Assessment Reports

The Contractor shall provide a written assessment report for each facility within twenty (20) City business days after the facility/site survey. The City will review the report within fifteen (15) business days and provide feedback and comments for any necessary revisions. The Contractor shall finalize and resubmit the final draft of the report to the City within five (5) City business days. The Contractor shall submit the final draft of the report electronically in PDF format and submit three (3) bound hardcopies of the document to the City Contract Administrator. At the minimum, each report shall identify the covered facility and shall include the following:

- ➔ A narrative description of all facility systems and components assessed;
- ➔ Digital date stamped photos of all major systems and components including interior; elements, and photos of all deficiencies identified;

- Estimate the Remaining Useful Life (RUL) and cost to repair/replace that equipment.
- Discussion of current, anticipated repairs, deficiencies, and a discussion of any applicable options for repair or maintenance of facility; components;
- Fixture, Finishes & Equipment (FF&E) inventory including serial numbers, models and make of all building systems equipment;
- Supplemental information provided including floor plans, customer surveys, and GIS maps of the site.

b. **Capital Planning Reports**

The Consultant shall:

- Provide the City organized information/data as needed for developing 3, 5 and 10-year Capital budget plans based on the assessment data.
- Develop reports prioritizing future Capital projects for each building system.
- Include recommendations to the City on how future capital projects would be prioritized in their final report

B. Facility User Needs Analysis (FUNA)

The Contractor shall provide written analysis and report of the facility user needs ("Facility User Needs Analysis Report") of the City owned and leased facilities as well as acquisition of new property on an as-needed basis. At a minimum, the assessments shall include the following:

I. Planning and Prioritizing

The Contractor shall provide written analysis and report of the facility user needs ("Facility User Needs Assessment Report") of the City owned and leased facilities as well as acquisition of new property on an as-needed basis. At a minimum, the assessments shall include the following:

a. **Provide to City a User Need Analysis Plan and Schedule**

- Catalog the specific requirements of the user needs assessment
- Identify stakeholders and participants
- Identify all analytical tools needed to define and quantify needs

II. Execution of Analysis

Unless otherwise stated within the City issued Task Order, the Contractor shall provide the analysis report to the City at the below listed intervals for progress review and a meeting. Each Task Order sent to the Contractor shall contain a report delivery schedule for the below listed phases.

- a. Planning completion report (see above for minimum requirement)

- b. Fifty percent (50%) completion of analysis report (includes preliminary recommendations)
- c. Ninety percent (90%) completion analysis report. (includes partial recommendations)
- d. Hundred percent (100%) completion analysis report (includes full recommendations)

III. Cost Estimating

Unless otherwise stated within the City issued Task Order, in the FUNA report, the Contractor shall submit cost estimates for all recommendations for each facility and or facility program. The narrative for the cost estimates shall have recommendation for various options for each facility and or facility program.

The City will use the cost estimates data for planning and budgeting purposes. The management and procurement of all related recommended services will be managed and procured by the City.

The Contractor shall use the latest and most recent version of any estimating software model approved by the City to be used for cost estimating whenever services are being provided unless directed otherwise by the City. The Contractor shall maintain and update the cost estimating system with information received from the field. The Contractor through construction monitoring work shall have current cost data from in-progress projects to allow them to project costs based on local conditions and trends in the local applicable industry.

IV. Deliverables

On as as-needed basis at the request of the City, the Contractor shall provide:

a. Facility User Needs Analysis Reports

The Contractor shall submit the final draft of the report electronically in PDF format and submit three (3) bound hardcopies of the document to the City Contract Administrator. At the minimum, each report shall identify the covered facility and shall include the following:

- Executive Summary
- Space Needs Analysis - Quantity and type of space currently in use by the program(s) as well as, quantity of needed space.
- Determine projected needs to target the year(s) as stipulated in the Task Order. All analysis shall include review of safety, security and quality of work environment.
- Site Analysis – analyze the advantages /disadvantages of the existing and/or new site(s) and recommend a site layout that best meets the site parameters and needs of the users for the project.
- Prioritize User Needs

- Preliminary Conceptual Drawings - provide block diagram drawings that depict the size and configuration for a reconfiguring as recommended in the analysis report.
- Cost Estimate - Cost Estimate - provide a preliminary cost estimate based on the size and scope of the proposed space needs analysis, addressing “construction” and “project” costs, and potential cost-saving options.

C. Asset Management Database (AMD)

I. System Requirements

All work involving the selection and population of the database shall meet the below listed minimum system requirements.

- a. The Contractor must provide a system with all of the data collected in all FCA and FUNA performed by the Contractor or third party for City use. The system should at minimum meet the below requirements;
 - May be a commercial off-the-shelf system from a third party or a proprietary system.
 - Must work on our current desktop clients (Internet Explorer 11, Windows 7 SP1).
 - Provided to the City a minimum of 10 users access
- b. Contractor should describe:
 - System architecture including where the system is hosted (If hosted on-site or by Contractor)
 - Whether the system supports VMWare and, if so, what versions
 - Whether the system supports Microsoft SQL Server (and what versions)
 - The vendor should include any alternate systems or hosting configurations they support, if any, for consideration.

II. Database Hosting

Unless changed by the City, the Contractor shall host the Database. The Contractor shall host the Database at the rate provided in its Proposal at no additional cost to the City for the first thirty-six (36) months of the Contract Term. After the first thirty-six (36) months, the City may continue to have the Database hosted by the Contractor at the Contract Rate indicated in its Proposal. Any and all decisions related to hosting of the Database after the thirty-six (36) months period shall solely be made by City. If the City decides to host the database, the Contractor shall provide all needed service to have the City host the data base at no additional cost to the City. The Contractor shall also ensure that the data base platform provided to the City shall be compatible with the City’s server before providing the initial data base for the City’s approval.

The hosting Contractor shall provide the following hosting service through the first thirty-six (36) months of the Contract Term and any additional years of hosting services at the request of the City.

- a. Database population/improvements/upgrades/updates automatically provided
- b. All necessary server hardware.
- c. Available twenty four (24) hours a day, seven (7) days a week, with a guaranteed 99% uptime during standard business hours (weekdays, excluding holidays, 8:00 a.m. – 8:00 p.m. Eastern Time). Contractor shall notify the City at least twenty four (24) hours before any scheduled maintenance is performed. Scheduled maintenance shall not be performed during standard business hours.
- d. Storage for facility condition assessment and user needs analysis related data.
- e. User authentication based on individual user names and passwords for each user.
- f. Ensure the database is updated at least quarterly and provide to the City quarterly backup copy of the database in the original format, Microsoft Excel and Pdf.

III. Database population

The Contractor shall be responsible for complete population of the Database regardless of how the Database being used or the hosting services. The Database population process shall in accordance with Section 8 of the Proposal documents and the Contract's quality control plan. The City shall own the data used in the asset management Database developed under the Contract.

IV. Database Access, Updates and Maintenance

The Contractor shall populate data into a Database, showing the exact year that the replacement shall be required and grouping deficiencies into major priority categories. All capital needs analysis and deficiency repair estimates shall be derived from the Database cost database. The Database shall include a cost database sorted by facility system and ranked by priority for repair. The format of the Database shall allow for the customization of reporting by facility, system, or priority for repair, and a year-by-year analysis of capital needs. All reports, including Facility Condition Index (FCI) shall be generated by the database.

The Contractor shall generate the Database Replacement Reserves Table for each facility assessed that includes discussion of recommended repairs and component life cycle replacements.

The Contractor shall be solely responsible for maintenance of the database with minimum interruptions. The City shall have unrestricted access to the Database at no additional cost at all times of the day, 365 days a year. The Contractor shall be responsible at no additional cost to the City to transfer the collected data to any new system acquired by the City.

V. Additional Services

The Contractor shall provide three user training sessions as part of this solicitation. Also, on an as-needed basis at the request of the City, the hosting Contractor shall provide modifications, upgrades, updates, training, and support services associated with the developed Database. The City's as-needed requests are limited to no more than three additional multi-users training a year. These services shall include the following:

- a. Interface changes to the new database; basic reporting;
- b. Working sessions/tweaking during development;
- c. Facility customized library of project tasks with costs associated;
- d. Training and support to users;
- e. Modifying and/or upgrading features and database capabilities/options per City request.

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENT A

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

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

9.2. EXHIBIT A

The following exhibit is incorporated herein and attached hereto as Exhibit A:

- ↳ City of Gaithersburg Facility Listing

~ END OF SECTION 9 ~

REQUEST FOR PROPOSALS

No. 2017-001

**Facility Condition Assessments and
User Needs Analyses**

**ATTACHMENT A
REQUIRED FORMS**



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



City of Gaithersburg

Proposal Price Sheet

Solicitation No. _____

The Offeror shall complete this form in its entirety and return it with its Proposal. The Offeror shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

Name of Entity: _____

Phase 1 - Fully Burdened Hourly Labor Rates for FCA and FUNA

All hourly rates provided shall be fully burdened and include the provision of all items necessary for performing the work, including but not limited to, labor, tools, transportation to, from and between jobs, parking, tools-of-the-trade, means for access, and consumable supplies.

Item	Labor Description	Hourly Rates
1	Contract Manager	\$
2	Project Engineer/ Architect/Manager	\$
3	Draftsman	\$
4	Cost Estimator	\$
5	Space Planner	\$
6	Data Entry Specialist	\$
7	Field Technician	\$
Total Hourly Labor Rates (A) :		\$

Phase 2 - Lump Sum Price for AMD

Asset Management Database: Provide, Host and Service, including required backups, trainings and access logins for three (3) years.

Total Lump Sum Price for Asset Management Database (B): \$

Total Proposal Price (A +B): \$



City of Gaithersburg

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

REQUEST FOR PROPOSALS

No. 2017-001

**Facility Condition Assessments and
User Needs Analyses**

**EXHIBIT A
FACILITY LISTING**

EXHIBIT A

CITY OF GAITHERSBURG FACILITY LISTING

Buildings	Location Street Address	Subsidiary	Occupancy	Construction	Building Condition	Number of Floors	Square Feet	Year Built	Existing Drawings	
									YES	NO
Activity Center	506 South Frederick Avenue	Parks & Recreation	Community Center	Non-Combustible	Average	1	53,000	1998	X	
Aquatic Center (Indoor)	2 Teachers Way	Parks & Recreation						1977	X	
Arts Barn	311 Kent Square Road	Parks & Recreation	Office	Masonry	Good	2	9,350	1900	X	
B&O Railroad Station and Freight Shed	5 S. Frederick Avenue	Parks & Recreation					1479	1884	X	
Casey Community Center	810 South Frederick	Community Services	Community Center	Masonry	Average	2	15,158	1933	X	
City Hall	31 South Summit Avenue	Administration	Office	Masonry	Average	3	26,084		X	
City Hall Pavilion	31 S. Frederick Avenue	Parks & Recreation						1895	X	
Community Museum	9 South Summit Avenue		Other	Non-Combustible	Average	1	1,020	1951	X	
Desellum House	50 Desellum Ave			Frame	Average	1	1092	1899		X
Hospice Caring	502 South Frederick Ave		Hospice	Masonry	Average	1	7740	1970		X
Kellerman House	500 South Frederick Ave			Masonry	Average		3958	1783		X
Kentlands Mansion	320 Kent Square Road	Parks & Recreation	Public Building	Masonry	Good	3	10,060	1900	X	
Olde Towne Parking Garage	112 Olde Towne Ave	Parking Authority		Pre-Engineered	Average	0	216,234		X	
Olde Towne Youth Center	301 Teachers Way	Family & Youth Services	Community Center	Frame	Excellent	1	6,500	2009	X	
Police Department	14 Fulks Corner Road	Police	Public Safety	Frame	Average	1	10,835	1980	X	
Public Works	800 Rabbitt Road	Public Works	Office	Masonry	Average	3	46,081	1980	X	
Public Works (Fuel Island)	800 Rabbitt Road	Public Works	Fuel Island	Masonry	Average	1	960	1980		X
Public Works (Salt Shed)	800 Rabbitt Road	Public Works	Storage	Frame	Average	1	5,500	1990	X	
Public Works (Storage)	800 Rabbitt Road	Public Works	Storage	Pre-Engineered	Average	1	2,925	2007		X
Train Station	5 South Summit Avenue	Transportation	Mercantile	Masonry	Average	1	1,479	1884	X	
Upcounty Senior Center	80 A Bureau Drive	Senior Services	Residential	Fire Resistant	Average	0	11,172	1983	X	
Water Park	510 South Frederick	Parks & Recreation	Office	Masonry	Average	0	5,541	1998	X	
Wells -Robertson House	1 Wells Avenue	Community Services	Residential	Frame	Average	1	5,171	1885	X	
Robertson Youth Center	801 Rabbitt Road	Family & Youth Services	Community Center	Masonry	Good	2	7,400		X	
Skate Park	510 S. Frederick Avenue	Parks & Recreation					12,300	6/2000	X	

461,039