



*Gaithersburg*  
A CHARACTER COUNTS! CITY

# City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

## REQUEST FOR BIDS

**No. 2017-011**

## CITY HALL ROOF REPLACEMENT

**Solicitation Issued:** October 21, 2016

**Bid Submissions Due:** December 21, 2016      **Time:** 11:00 AM

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

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## SECTION 1: Definitions

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**Bid Proposal:** “Bid Proposal” means the offer submitted to the City by a Bidder in response to this Solicitation.

**Bidder:** “Bidder” means any person or entity that submits a Bid Proposal in response to this Solicitation.

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

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

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

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

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

**Procurement Webpage:** “Procurement Webpage” means <http://www.gaithersburgmd.gov/government/procurement>.

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

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

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

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

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

**Solicitation:** “Solicitation” means this Request for Bids.

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

~ END OF SECTION 1 ~

## **SECTION 2: Introduction and Notices to Bidders**

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### **2.1. INTRODUCTION**

The City is accepting sealed bid proposals to hire a qualified contractor to replace roof systems of the Gaithersburg City Hall building, which is located at 31 South Summit Avenue, Gaithersburg, Maryland 20877 ("Facility"). All work under the Contract shall be performed in accordance with the Master Specifications, incorporated herein as Exhibit A, the Proposed Design Drawings, incorporated herein as Exhibit B, and the Product Information Sheets, incorporated herein as Exhibit C, all of which are available for download from the Procurement Webpage. The Master Specifications, Proposed Design Drawings, and Product Information Sheets are hereinafter referred to together as ("Plans and Specifications").

### **2.2. CITY PROFILE**

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal. The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

### **2.3. CITY'S LIABILITY**

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

### **2.4. 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.

### **2.5. ACCEPTANCE**

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

**2.6. RESTRICTED DISCUSSIONS**

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

**2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS**

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

**2.8. 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**

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### **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).

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	<b>October 21, 2016</b>	<b>N/A</b>
<b>B. Pre-Submission Meeting:</b> <i>See Subsection 3.2 for additional information</i>	<b>November 16, 2016</b>	<b>at 11:00 AM</b>
<b>C. Bidder Questions Due in Writing:</b> <i>See Subsection 3.3 for additional information</i>	<b>November 30, 2016</b>	<b>by 3:00 PM</b>
<b>D. City's Answers to Questions Issued:</b> <i>See Subsection 3.4 for additional information</i>	<b>December 8, 2016</b>	<b>by 5:00 PM</b>
<b>E. Submission Deadline:</b> <i>See Subsection 4.2 for additional information</i>	<b>December 21, 2016</b>	<b>by 11:00 AM</b>
<b>F. Public Bid Opening:</b> <i>See Subsection 4.2 for additional information</i>	<b>December 21, 2016</b>	<b>at 11:05 AM</b>

### **3.2. PRE-SUBMISSION MEETING**

There will be a Pre-Submission Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule. Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. Bidders are expected to bring a copy of all the Solicitation Documents to the Pre-Submission Meeting; the City will not provide copies.

City of Gaithersburg, City Hall  
31 South Summit Avenue  
Gaithersburg, Maryland 20877

### **3.3. SUBMISSION OF BIDDER QUESTIONS**

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

### **3.4. CITY'S ANSWERS TO BIDDER QUESTIONS**

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

~ END OF SECTION 3 ~

## **SECTION 4: Bid Proposal Preparation and Submission Instructions**

### **4.1. BID PROPOSAL PREPARATION**

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

#### **A. Business Profile**

This section of the Bid Proposal relates to the Bidder's business profile and shall include the following (not to exceed one page):

- Legal name of the business and, if applicable, the trade name of the business;
- Type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
- State where this business is domiciled (formed);
- Location of the principle office and any and all branch office(s) for the business;
- Principle nature of the business; and
- Geographical area(s) the business services.

#### **B. Capabilities and Qualifications**

This section (not to exceed two pages) of the Bid Proposal shall describe the capabilities and qualifications of the Bidder to provide the Services. The Bidder shall have a minimum of seven (7) years of experience providing services similar in scope and size to the Services under this Solicitation.

#### **C. Safety, Professional Development and Quality Control Programs**

This section of the Bid Proposal relates to the Bidder's safety and quality control programs for the work specified in this Solicitation, and shall include and describe the following (not to exceed three pages):

- Site safety measures
- Proposed project team and their responsibilities (specific to this Solicitation)
- Construction quality control measures
- Staff safety training, including but not limited to safety harness and other safety device use, staff OSHA fall protection training, etc.
- Contractor safety enforcement plan specific to this solicitation
- Project closeout procedures

**D. Financial Wellness**

This section of the Bid Proposal relates to the financial wellness of the business and shall include a notarized certified letter of recommendation from a financial institution that attests to whether the Bidder is financially responsible to provide the Services.

**E. References**

This section of the Bid Proposal shall include the contact information for a minimum of three (3) customers that the Bidder wishes to provide as a reference. References shall be for projects completed by the Bidder within the last five (5) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Bidder shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

**F. Subcontractors**

This section of the Bid Proposal shall include a separate response to the evaluation criteria for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.

**G. Construction Plan**

This section of the Bid Proposal shall include proposed phase planning and a projected project schedule (in durations), schedule of values, and construction progress reporting methods.

**H. Key Personnel**

This section of the Bid Proposal shall include all key personnel and their qualifications for the project specified in this solicitation, which shall include but not limited to:

- Bidder's Project Manager
- Administrative staff
- Superintendent (if assigned during Bid submission)

**I. Forms and Documents**

This section of the Bid Proposal shall include the forms shown below, all of which shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Bidder. Forms I-V are incorporated herein and attached hereto as Attachment A.

- I. Addendum and Amendment Acknowledgement Form
- II. Affidavit of Qualification to Bid
- III. Bid Proposal Submission Certification
- IV. Conflict of Interest Certification
- V. Litigation and Lien Information
- VI. Executed Bid Bond

**J. Bid Price**

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

- I. Completed Bid Proposal Price Sheet using the Bid Proposal Price Sheet provided in this solicitation, which must be signed by a person authorized to bind the Bidder to its Bid Proposal.
- II. Bid estimate worksheets; Bidder shall submit complete and detailed worksheets including, Construction Specifications Institute (CSI) Master Format Division Line Item Estimate Sheets showing how the summary totals were developed.

**Note:** Bid evaluation will be based on the lowest provided price-sum that is responsible and technically acceptable.

#### **4.2. BID PROPOSAL SUBMISSION**

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

- A. The Bid Proposal Package shall contain the following:
  - I. One (1) original paper Bid Proposal and one (1) identical paper copy thereof. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Bidder.
  - II. One (1) identical digital copy of the original paper Bid Proposal on a compact disc or flash drive. The digital copy shall be a single file in Portable Document Format (PDF).
- B. The following information shall be printed clearly on the outside of the Bid Proposal Package:
  - Solicitation Number;
  - Solicitation Title; and
  - Name of the Bidder submitting the Bid Proposal Package
- C. The Bid Proposal Package shall be addressed to the person and submitted to the location shown below; Bid Proposal Packages not received at the same location by the Submission Deadline shall be deemed non-responsive. Bid Proposals shall be publicly opened and read aloud immediately following the Submission Deadline.

Sunil Prithviraj, Capital Project Program Manager  
City of Gaithersburg  
Department of Public Works  
800 Rabbitt Road  
Gaithersburg, Maryland 20878
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.

- E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. No partial Bid Proposals will be accepted or reviewed.

**~ END OF SECTION 4 ~**

## **SECTION 5: General Terms and Conditions**

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

**5.1. HEADINGS**

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

**5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS**

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

**5.3. ACCURATE INFORMATION**

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

**5.4. ADDENDA AND AMENDMENTS**

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

**5.5. ALTERNATE BID PROPOSALS**

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

**5.6. BINDING BID PROPOSAL**

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

**5.7. CONFIDENTIALITY**

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

**5.8. CONTRACT AWARD**

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

**5.9. ERRORS IN BID PROPOSALS**

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

**5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION**

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

**5.11. LATE BID PROPOSALS**

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

**5.12. MODIFICATIONS TO BID PROPOSALS**

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

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

**5.13. OPTIONAL GOODS AND/OR SERVICES**

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

**5.14. SOLICITATION DOCUMENTS**

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

**5.15. 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 or entity 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 or entity making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**5.16. USE OF BROKER**

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

**5.17. ACCOUNTING SYSTEM AND AUDIT**

A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:

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

B. The Contractor shall include a similar provision in any and all subcontracts.

**5.18. ASSIGNMENT OF THE CONTRACT**

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

**5.19. CHANGES IN GOODS AND/OR SERVICES**

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

**5.20. CONTRACT DISPUTES**

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

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

**5.21. DISSEMINATION OF DATA**

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

**5.22. ETHICS LAWS AND REQUIREMENTS**

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

**5.23. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

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

**5.24. FORCE MAJEURE**

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

**5.25. GOVERNING LAW**

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

**5.26. IMMIGRATION REFORM AND CONTROL ACT**

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

**5.27. INCONSISTENT PROVISIONS**

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

**5.28. INDEMNIFICATION**

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

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

**5.29. LAWS AND REGULATIONS**

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

**5.30. NO LIENS**

The Contractor shall have no title or interest in any of the materials used under the Contract. In no event shall the Contractor encumber any such materials with any lien of any kind, or offer such materials as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any and all subcontractors and/or other suppliers.

**5.31. NO WAIVER**

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

**5.32. NON-DISCRIMINATION REQUIREMENTS**

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
  - I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
  - II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

**5.33. NONEXCLUSIVE**

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

**5.34. OWNERSHIP OF MATERIALS**

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

**5.35. PATENTS**

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

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

**5.36. 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. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



**5.37. RECORDS**

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. The Contractor shall include similar provisions in all subcontracts.

**5.38. SUBCONTRACTORS**

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

**5.39. SURVIVAL**

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

**5.40. 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 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**

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

**C. Termination for Non-Appropriation of Funds**

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

~ END OF SECTION 5 ~

## SECTION 6: Special Terms and Conditions

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### 6.1. BONDS

- A. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to three percent (3%) of the Bidder's total Bid Proposal price. The bond shall include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond. All bid bonds shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.
- B. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond and executed performance bond, both of which shall: (i) be in an amount equal to one hundred percent (100%) of the total Contract sum; (ii) bear the same effective dates; (ii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iii) include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- C. Each bond shall be executed in accordance with and subject to the following:
- I. The bonding entity shall: (i) 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; (ii) maintain a rating of A-minus (A-) or better with A.M. Best; and (iii) 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 bond.
- II. The bond shall include provisions similar to the following:
- **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with, the laws of the State of Maryland without regard to its conflict of laws provisions.*
  - **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
  - **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*

- ↳ **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*

## 6.2. **INSURANCE**

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
  - I. Automobile liability insurance in an amount no less than one million dollars (\$1,000,000); and
  - II. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
  - III. Workers' compensation insurance for all non-City employees and workers in an amount not 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).

## 6.3. **PAYMENTS**

- A. Payments under the Contract shall be made: (i) in installments based on completion milestones, as to be later determined and agreed upon in writing between the City and the Contractor; and (ii) following the receipt of undisputed proper invoices accompanied by payment applications (AIA G702, 703) reviewed and approved by the Architect and the City Project Manager for the same, which are issued in accordance with the provisions for retainage herein below and Section 5.36 (Payment Terms, Taxes and Invoices) of this Solicitation.

- B. On each invoice submitted to the City for payment, the Contractor shall deduct five percent (5%) of the total respective invoice amount as retainage. In the event the Contractor fails to deduct such retainage from any invoice, the City shall deduct the retainage. The Contractor shall be paid the total amount of deducted retainage as follows; 3% of the retainage shall be invoiced after project acceptance by the City and the remainder 2% shall be paid as: 1% after the first year Contractor's warranty period and the final 1% after the second and final Contractor's warranty period.

#### **6.4. PROJECT CONDITIONS**

##### **A. Key Personnel**

The Contractor shall utilize the personnel and subcontractors named in its Bid Proposal (hereinafter referred to collectively as "Key Personnel"); the replacement or substitution of Key Personnel who meet the requirements set forth in Section 6.4D will be permitted with the prior written approval of the Project Manager.

##### **B. Notice to Proceed and Completion of Services**

Within ten (10) calendar days following the effective date of the Contract, the City will issue the Contractor a written Notice to Proceed (hereinafter referred to as "NTP"), based on Contract award date. The City will notify the Contractor in the NTP to start the work in the Spring of 2017, and from that date the Contractor shall complete the Services within 80 calendar days thereafter (hereinafter referred to as "Completion Date").

##### **C. Schedule of Services**

The Services shall be performed in accordance with the City of Gaithersburg noise ordinance, and subject to following:

- I. The Contractor may set its own schedule provided the Services are completed by the Completion Date and do not conflict with the City noise ordinances.
- II. Work performed on City observed holidays shall only be permitted with prior written approval. Contractor shall submit in writing to the City project Manager seven (7) calendar days prior to starting weekends or holidays work and get a written approval prior to scheduling the work.
- III. The Contractor will be fully responsible for securing the facility and work zone during construction period.
- IV. The City may direct the Contractor (with pre-approval from City code officials) to coordinate certain work that requires access to the occupied office spaces during the weekends or after hours (after 5:30pm or before 7:00am).

##### **D. Project Supervision**

The Contractor shall have a full-time supervisor present at the Facility at all times the work is being performed. This supervisor shall have a minimum of five (5) years of experience providing services similar to the Services hereunder. Upon request, the Contractor shall submit a résumé to the City Project Manager for review and approval. The résumé shall include the education and experience of the supervisor. The Contractor shall only assign a supervisor to the project once it receives written approval by the Project Manager.

**E. Site Safety and Use of Premises**

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

- I. Enforce suitable rules and provide any and all guards, signs, fences, dust barriers and protective devices required for the safe completion of the Services as specified in the Plans and Specifications.
- II. Use every available precaution to provide for the safety of the property occupants, visitors to the site, and all connected with the work under the specification.
- III. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operational during the period of construction unless otherwise permitted. All access roadways must remain open to traffic unless otherwise permitted
- IV. Be responsible for testing all existing roof drains for proper operation prior to demolition of the existing roofs, and shall notify the City Project Manager if deficiencies are identified.
- V. Safety Requirements – The Contractor shall:
  - Submit detailed comprehensive job specific, Occupational Safety & Health Administration (OSHA) compliant construction safety plans to the City and the Architect on record a minimum of 3 days prior to the construction kick off meeting (as specified in the NTP) for review and approval. Safety plans shall include but not limited to; facility safety, occupants safety, visitor’s safety, contractor’s staff safety, materials handling safety, occupants egress plan etc. Contractor shall not begin any work until all safety plans are implemented. Contractor is solely responsible for implanting, enforcing, maintaining and complying with all safety requirements.
    - All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
  - Comply with federal, state, local and the City fire and safety requirements.
  - Notify and advise the City in writing 3 days in advance whenever work is expected to be hazardous to owner employees and/or operations.
  - Maintain a crewman as a floor area guard whenever roof decking is being repaired or replaced.
  - Maintain proper fire extinguisher within easy access whenever power tools, roofing kettles, and torches are being used.
  - Contractor shall install media filters on rooftop HVAC unit’s fresh air intake systems prior to roof demolition, and shall maintain these filters throughout the construction period. These filters shall be inspected daily and changed as needed.

- Contractor must train and enforce OSHA's fall protection safety for his employees and subcontractors working on this project.
- VI. Confine operations at the Facility to the areas permitted under the Contract (hereinafter referred to as "Work Zone"). Any and all portions of the Site outside of these areas shall not to be disturbed.
- VII. Conform to any and all Facility rules and regulations affecting the work while providing the Services. Specific facility rules and regulations will be discussed during pre-construction meeting.
- VIII. Keep planned egresses outside the Work Zone clear and available to the public during normal Facility operation hours. Unless approved by the Project Manager, do not use these areas for parking or the storage of materials; parking areas and areas for the storage of materials shall be limited to those areas within the Work Zone.
- IX. Housekeeping – The Contractor shall:
- Keep materials neat and orderly.
  - Remove scrap, waste and debris from project area.
  - Maintenance of clean conditions while work is in progress and cleanup when work is completed shall be in strict accordance with the "General Requirements" of this contract.
  - Provide adequate protection for trees, grass, shrubs and all other landscaping during set-up or construction. If any damage occurs the contractor is responsible for repairs as designated by the Owner.
  - After work on roof is started, no traffic will be permitted on the roof other than staff necessary for the roofing application and inspection. Materials shall not be piled on the roof to the extent that design live loads are exceeded. Roofing materials shall not be transported over unfinished or finished roofing or existing roofs unless adequate protection is provided.
  - Any damage to existing roofs from the Contractor shall be repaired as directed by the City at no expense to City.
  - Surface of walls, walks, pavements, adjacent property, etc., shall be protected as necessary to prevent soiling or other damage resulting from the application of roofing or transporting of materials. If surfaces are stained or damaged in any way, they shall be restored by the Contractor at no cost to the City, in a manner acceptable to the City.
  - Felt envelopes shall be installed where required to prevent bitumen drippage. Refer to NRCA manual for felt enveloping techniques.
  - Protect storm water drains within the construction zone.

**F. Field Verification and Identification**

Within five (5) days following receipt of the NTP, the Contractor shall verify all conditions and dimensions and report any discrepancies and/or conflicts to the Project Manager. In the event that any conditions and/or dimensions differ significantly from the Contract documents, Contractor shall notify City Project Manager and the Architect on record in writing, a revision will be issued by the City with sketches and/or revisions to the Contract documents.

**G. Construction Coordination**

The Contractor shall submit a Project Schedule to the Project Manager for approval prior to starting any of the work, and shall not begin any such work until the Project Schedule is approved in writing by the Project Manager. Each week the Contractor works, it shall prepare and submit a weekly report to the Project Manager, which shall include the following:

- ↳ Name of project;
- ↳ Project number;
- ↳ Date of the report;
- ↳ Weather conditions;
- ↳ Manpower status on each type of work being performed at the Facility;
- ↳ Weekend and/or holidays worked;
- ↳ Work progress;
- ↳ Any and all environmental problems and/or corrections; and
- ↳ Other information such as: special events or occurrences, accidents, recommendations, suggestions, visitors, any major equipment and/or materials received, test reports, inspections, equipment start-up and check-out, and occupancy, etc.

In addition, the Contractor shall take any and all necessary action required to alert the Project Manager of any and all items which could result in a claim. The Contractor's field superintendent shall meet with City's Project Manager on a weekly basis to discuss project progress, and the Contractor's project team shall also participate in a monthly project progress meeting. The Contractor's Project Manager shall develop an agenda for each such meeting, which shall at minimum include base original project schedule, current progress, deviations from the original schedule, submittals and payment, request for information (RFI) logs for each such meeting, etc. Contractor shall prepare meeting minutes for review and acceptance by the City; meeting schedules will be finalized in pre-construction meeting and the Contractor shall prepare minutes for review and acceptance by the City

**H. Permits and Inspection**

- I. The Contractor shall obtain any and all permits and licenses and coordinate any and all inspections necessary to properly perform the work under the Contract.

The City acknowledges and agrees to waive the fee for any permits that are both required by and issued by the City. Architects on record have submitted for building permit with the City of Gaithersburg for this project. Contractor shall submit required trades permits in order for the City to release final building permit.

- II. The Contractor shall give all notices and comply with all laws, ordinances, rules, and lawful orders. If the Contractor observes that any portion of the Contract is at variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify the City in writing and necessary changes will be accomplished by modification.

**I. Warranties**

The Contractor acknowledges and agrees to warrant all materials and workmanship under the Contract against any and all defects in materials and/or workmanship, including defects in materials due to workmanship, for a period of two (2) years (hereinafter referred to as "Standard Warranty") from the date of the Project Acceptance Letter. If a manufacturer's warranty on materials exceeds two (2) years, the manufacturer's warranty shall apply after the initial year. Contractor shall reference Plans and Specifications for minimum material warranty requirements. Prior to substantial completion, Contractor shall submit list of all warranties provided for City Project Manager to review and approve. As of Substantial Completion, the Contractor shall furnish the Project Manager with a written Standard Warranty and a list of any and all such manufacturer warranties. Contractor shall coordinate for six (6), twelve (12) and twenty four (24) months onsite warranty inspections in writing with the City Project Manager.

**J. Project Closeout**

The Contractor shall immediately notify the Project Manager in writing as soon as it completes all of the work under the Contract. Following such notification, the City shall inspect all work to ensure it is completed to its satisfaction and in accordance with the Contract documents. Once the City deems all work to be satisfactorily completed and the Contract requirements are fully satisfied (i.e. warranty documents, final inspections, operation and maintenance manuals, etc.), it will issue the Contractor a Project Acceptance Letter and process the final payment.

I. Pre-final inspection:

- ➔ A day prior to the pre-final inspection, the Contractor shall conduct a minimum two (2) hours water spray testing with hosed water and inspect the new roof for water leaks.
- ➔ Contractor must coordinate with manufacturer representative and the Project Manager/designee prior to water testing. Pre-final inspection will then be scheduled.
- ➔ Installations or details noted as deficient during inspection must be repaired and corrected by applicator.
- ➔ Once corrections have been made, contractor must inform material supplier and the City so a second inspection can be scheduled.

II. Final inspection:

- Scheduled by roofing material manufacturer upon job completion
- Attendance: Owner or designated representative, contractor, roofing material manufacturer representative/supplier
- Walkover inspection of work completed
- Identification of needed corrections to be completed by contractor with final approval from the warrantor

III. Project closeout documents:

- Markup drawing to be provided by Contractor and approved by the City and Architect
- 25 years minimum roof product warranty to be provided by the Contractor
- 2-years Contractor’s material and labor warranty to be provided by Contractor
- Lien releases by Contractor, subs and supplier to be provided by Contractor.
- Turn over a clean, water tight roof as specified and approved by the City
- 2% Attic stock of following; composite slate, asphalt shingles

**K. Changer Order Overhead and Profit**

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

	<b>Overhead</b>	<b>Profit</b>	<b>Commission</b>
To the Contractor on work performed by its own forces.	15%	15%	-
To the Contractor on work performed by other than its own forces.	-	-	5%
To a subcontractor on work performed by its own forces.	10%	10%	-

- II. For work performed under a Change Order by its own forces:

- (a) The Contractor and its subcontractors shall be allowed the actual amount of materials and the total amount of labor for same.

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

**~ END OF SECTION 6 ~**

## **SECTION 7: Scope of Work**

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### **7.1. BACKGROUND INFORMATION**

The Gaithersburg City Hall is located in Olde Town Gaithersburg; it is the central administrative office for the City government. The facility consists of two distinctive buildings: a historic building with slate-shingled roof and associated front porch with membrane roof, and a modern building with built-up membrane roof which houses all roof top equipment and an asphalt-shingled mansard roof. The facility is open Monday-Friday 7:00am-5:30pm and the historic building is occupied Mondays from 7:00pm-10:00pm.

### **7.2. PROJECT GOAL**

The project goals are as follows:

#### Modern Building:

- Replace approximately 4000 square foot gravel/membrane roof with the reflective membrane roof system
- Replace approximately 3430 square foot mansard asphalt shingles roof with new asphalt shingled roof system
- Construct two roof equipment curbs and relocate HVAC rooftop units
- Install structural reinforcements for roof railing system and install new handrail system and safety anchors
- Replace standing seam metal roof with new standing seam roof system at the entrance of the building
- Install new roof hatch, hatch railing and an access ladder

#### Historic Building:

- Replace approximately 2210 square foot slate shingle roof with composite slate roof system
- Install additional structural beams and columns for the roof support structure
- Replace front porch roof membrane with reflective membrane roof and install additional downspouts and gutters
- Replace attic windows
- Install new roof hatch, hatch railing and rooftop safety anchors.
- Replace standing seam metal roof with new standing seam metal roof system
- Repair built-in gutter supports as needed and install new gutter pans

Note: Square footage indicated above are approximations and may not depict actual dimensions, Bidder is fully responsible for field verifying all dimensions prior to bidding on this project.

**7.3. GENERAL SCOPE OF WORK**

The Services include reviewing all general conditions, construction documents, Plans and Specifications for developing a comprehensive understanding of the work involved. The Contractor shall provide the Services in accordance with the Plans and Specifications. In the event of any conflict between the Plans and Specifications and the Scope of Work herein, the Plans and Specifications shall govern and apply.

This project includes various trades including but not limited to reroofing, HVAC, plumbing, structural, architectural etc. The Contractor shall be responsible for providing all work shown on drawings and specifications in order to provide a fully functional watertight roof facility that complies with City's requirements.

Please note that drawings and specifications portray the design intent of the project. Contractor shall send Request for Information (RFI) if they feel that certain components of the system are not shown on drawings and specifications prior to submitting Bids. The due date for such submission is shown in Section 3.1C ("Bidder questions due in writing")

Contractor shall include the costs for all items shown in construction documents package, and all associated work (not shown) but required to facilitate those items.

This project requires Contractor to obtain permit prior to ordering materials and initiation of construction work. Upon receiving respective permits, the Contractor shall procure related materials for the construction. Architect on records have applied for the building permit with the City of Gaithersburg, Contractor shall submit trades permits in order for the City to release the building permit.

Contractor shall include adequate time for resubmission for permit review (if required). In coordination with the sub-contractors, the City and the Architect/Engineer of record may provide supplemental instructions to address such permit comments so that resubmission occurs seamlessly.

Contractor shall be responsible for any delays due to time lost in getting such permits and associated delays in ordering equipment, etc.

Contractor shall be responsible for coordinating work with all disciplines.

**A. General Requirements**

The Contractor shall perform the following pre-construction services:

I. Field Verification

Field verify the Plans and Specifications to determine accuracy of existing site conditions and utilities prior to commencing work and report discrepancies to the Project Manager. Contractor shall perform the following tasks prior to starting the field work:

- ➔ Revise a construction phasing plan and schedule for the owner (City of Gaithersburg) approval. The project schedule will show, at minimum, a baseline execution timeline with milestone (top level) activities in a critical path method.

- Prepare a project site cleaning and waste disposal plan which will address the safe disposal of construction waste and site debris. Also the Contractor shall provide a dust and fume control plan as part of the project phasing plan.
- Conduct existing condition survey to ensure the accuracy of all provided square footage, flashing details, structural repair details and access points to the work zone, locations for the dumpsters, material storage and logistics.
- Provide the required submittals and shop drawings for Architects/Engineers approval as stipulated in the project documents.
- Contractor shall prepare a Site Utilization Plan to demarcate the proposed laydown/breakdown areas, construction area barricade, pedestrian and vehicular pathways (during construction), portable hygiene facility, first aid toolkit, protection of existing trees, soil erosion control, temporary storage of tools and goods, construction vehicle parking, and features depicting OSHA standard compliance. The Site Utilization Plan shall be submitted to the City appointed Project Manager as a submittal for review and approval. No work shall commence prior to approval.

## II. Submittals

Within ten (10) working days after the Contractor is issued a Notice-to-Proceed, the contractor shall provide for City approval all submittals as required under this contract. Submittals for all services shall include but not be limited to:

- All product data (MSDS, specifications, installation manuals, maintenance manuals, and others). Such submittals may be submitted by the contractor as preliminary within the first fifteen days after issue of Notice-to-Proceed. However, the approval of preliminary submittals does not warrant the contractor to order purchase of any items until the permits are approved.
- Shop Drawings
- Revised project schedule and phasing plan
- Sub contractor's qualification/certification
- Other as specified in Plans and Specifications

## III. Quality Assurance and Regulatory Requirements

- Structural items shall meet or exceed the testing criteria as specified.

- ↳ Pre-Roofing/Pre-Construction Conference - Every party who is concerned with the roofing work, or required to coordinate with roofing work or protect roofing materials before or after installation shall meet at the project site well in advance of the time scheduled for roofing work, and review the requirements for work and conditions which would possibly interfere with the successful performance of work. Those attending shall include but not be limited to: City Project Manager, City Facilities Maintenance representative, Hospice House Director, Contractor, roof system installer and all other trades that could affect the proper application of the roofing system.
- ↳ All material selections shall meet the City's preferences.
- ↳ RFI: During bidding and construction phase, the Bidder and the Contractor shall be responsible for carefully reviewing the entire solicitation. The Bidder/Contractor shall be responsible for generating RFI's after careful review of drawings and specifications prior to making assumptions and ordering materials that are not applicable to the project. If the Contractor does not comply with this due diligence, they will be responsible for all costs and delays associated with this missed opportunity.
- ↳ Supplemental Instructions: The Contractor may be provided with supplemental instructions to clarify design intent. The Services shall be carried out in accordance with the supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time.

## **B. Work Scope**

### **I. Demolition**

Demolition work shall be performed in accordance with drawings and specifications and as required by the design and construction of the project. Provided design documents depict limited demolition work. However, the contractor shall be responsible for coordinating all required demolition to facilitate this project. The total work requirement will include all temporary demolition, permanent demolition, and protection of existing items that will need to be relocated and reused during the construction. All waste generated from demolition of the items will be managed by the contractor for appropriate disposal, in compliance with EPA and other regulations to prevent any harm to the environment.

a) Interior demolition work shall include but not limited to:

- ↳ Structural demolition to prepare for reinforcement of roof structure in historic building.
- ↳ Temporary demolition and relocation of all interfering piping, wiring, ductwork, and other conduit or equipment interfering with structural reinforcements.
- ↳ Demolition of windows in the historic structure dormers.

b) Exterior demolition work shall include but not limited to:

- ↳ Demolition of all roofing and substrates down to sheathing.
- ↳ Demolition of parapet structure to facilitate new HSS parapet cap to support new railing.
- ↳ Temporary relocation of rooftop equipment and conduit necessary to perform roofing replacement.

## **II. General Architectural/Structural Work**

- ↳ Reinforcement of historic structure's roof and relocation of all interfering objects associated with it.
- ↳ Replacement of 5 windows in the historic structure's dormers.
- ↳ Replacement of all roofing on flat and sloped roofs including dormers, porch, and standing seam roofs.
- ↳ Replacement of all gutters and downspouts.
- ↳ Installation of new roof drains in and on modern structure roof and porch roof.
- ↳ Construction of two new rooftop pads for equipment.
- ↳ Relocation of specified rooftop equipment to new locations, and rerouting/extension of all associated conduit and piping to reach existing destinations.
- ↳ Construction of new railing at perimeter of modern structure's roof and historic structure's roof.
- ↳ Installation of new rooftop safety anchors.

## **III. Main Building Flat Roof (Modern Structure Roof)**

- ↳ Remove existing roofing from entire flat roof, including top of elevator shaft.
- ↳ Repair or replace damaged metal deck as required (up to 10% metal roof area)
- ↳ Install new insulation, cover board insulation, and EPDM roofing on entire flat roof, with flashing on all curbs and parapets as indicated.
- ↳ Install six new roof drains with p-traps and connection to existing piping. Test pipes for clogs, leaks, and corrosion and document conditions. Slope insulation towards new roof drains with minimum insulation thickness of six inches.

- At existing equipment's location, construct wood curb and pad for elevator hydraulic equipment and motor.
- Construct new steel pad for two roof top units (RTU). Relocate indicated roof top units onto new pad, and extend existing piping and conduit from unit's new location to existing destinations. Piping will penetrate roof, as specified, near the new pad, and continue to destination below roof deck.
- Construct new Hollow Structural Section (HSS) steel kickers and continuous HSS steel along entire parapet to support new perimeter roof railing as indicated. Kickers are not required along the North and South edge, where structure under the parapet is adequate.
- Weld new OSHA compliant eye-hooks on HSS steel kickers or on top of roof as indicated.
- Construct new PVC railing around roof perimeter on top of parapet.
- Install new roof hatch, extending assist rod, and safety railing with gate at existing hatch location.
- Install existing antenna on existing equipment as indicated.
- Reinstall all electrical equipment and devices that are located below the indicated height from new roof on the Plans and Specifications to new height above roof.
- Ensure all building exits and walkways are covered as required and to the extents indicated on the Plans and Specifications.

#### **IV. Main Building Slope Roof (Modern Structure Roof)**

- Remove existing asphalt shingle roofing and install new asphalt shingle roofing on entire sloped roof and all dormers. Flash around parapet, valleys, and ridges as indicated.
- Repair or replace damaged sheathing as required (up to 10% slope roof area).
- Install new roof gutters and downspouts to match existing ones. Connect new downspouts to existing shoes.
- Replace conduit cover (imitating downspout) with cover to match new downspouts.

#### **V. Historic Building Flat Roof**

- Install new structural members to reinforce roof structure in attic as indicated in the Plans and Specifications. Relocate all interfering piping, studs and duct work to accommodate new structural reinforcements.

- Remove existing metal roofing from flat roof and hatch, and install new low-profile standing seam roof and flash at edges and at hatch as indicated in the Plans and Specifications.
- Repair or replace damaged sheathing as required (up to 10% flat roof area).
- Install new PVC railing around perimeter of flat roof. Connect to structure in attic.
- Flash around existing roof penetrations as indicated in the Plans and Specifications.

#### **VI. Historic Building Sloped Roof**

- Remove existing slate shingle roofing, and install new composite slate shingle roofing on entire sloped roof and dormers. Flash at edges, ridges and valleys as indicated in the Plans and Specifications.
- Repair or replace damaged sheathing as required (up to 10% slope roof area).
- Create new cricket at valley of sloped roof and adjacent wall to drain water from center.
- Replace all dormer windows (5) with new windows.
- Repair or replace damaged gutter fascia/trim within 10 feet of all corners, and at any locations that are damaged.
- Install new roof gutters and downspouts to match existing. Connect new downspouts to existing shoes.
- Install one new downspout at new location at Northeast corner of structure. Slope new gutter to drain to downspout.

#### **VII. Porch Roof**

- Remove existing roofing and slope structure for new roofing towards new roof drains. Install new EPDM roofing. Flash at edges and around drains as indicated.
- Repair or replace damaged sheathing as required (up to 10% porch roof area).
- Install new roof drains (3) and downspouts. Drain to daylight.
- Remove and preserve existing porch railing to be reinstalled. Preserve railing structure in place during construction.

### **VIII. Historic and Main Building Standing Seam Metal Roofs (6 total )**

- Remove existing standing seam roof and install new standing seam roof. Flash around edges as indicated in the Plans and Specifications.
- Repair or replace damaged sheathing as required (up to 10% metal roof area).
- Install new gutters and downspouts to match existing ones (where applicable).
- Replace standing seam metal roof with new standing seam metal roof system for bay windows and entrance hallway.

### **IX. Add Alternate Afterhours Work Scope**

Contractor shall propose an additional cost (only in the Bid proposal price sheet) to schedule and coordinate part of the work in occupied spaces for weekends or after business hours to minimize disruption to the occupants during normal business hours (business hours are defined as Monday-Friday 7:00am-5:00pm). The City anticipates that the Contractor may need access to the following occupied spaces (in order to accomplish the work listed with each space):

#### **a) Main building**

- Main building structure reinforcement work related to installing roof railing system as specified in Plans and Specifications.
- HVAC and related electrical work needed to relocate three (3) roof top HVAC units as specified in Plans and Specifications.
- Electrical work needed to relocate disconnect-switches of two (2) roof top units as specified in Plans and Specifications.

#### **b) Historic Building**

- Structural reinforcement as specified in Plans and Specifications.
- Electrical and HVAC work needed to move one (1) HVAC unit as specified in Plans and Specifications.

The work may not be limited to the list of services described above. Based on City's available budget and Bidder's proposed additional cost, the City may approve or reject add alternate proposal. Bids will be evaluated based on all costs.

**~ END OF SECTION 7 ~**

## **SECTION 8: Attachments and Exhibits**

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### **8.1. ATTACHMENT A**

The following documents and forms attached hereto as Attachment A:

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

### **8.2. EXHIBITS**

The following exhibits are available for download from the Procurement Webpage (see Section 1, Definitions, for the URL):

- ↳ Exhibit A: Master Specifications
- ↳ Exhibit B: Proposed Design Drawings
- ↳ Exhibit C: Product Information Sheets

**REQUEST FOR BIDS**  
**NO. 2017-011**  
**CITY HALL ROOF REPLACEMENT**

**ATTACHMENT A**  
**(Forms and Documents)**





# City of Gaithersburg

## Affidavit of Qualification to Bid

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid 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 Bidder, or any other person substantially involved in the Bidder'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 bids 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 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 bids for public or private contracts.

6. Bidder hereby declares that this Bid Proposal is made without any connection or collusion with any person, entity or corporation making a Bid 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 Bid Proposal is accepted, this Bidder will contract to do, for the price stated in the Bid 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

## Bid Proposal Price Sheet

Solicitation No. \_\_\_\_\_

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

### Bid Price Proposal

CSI#	Division	Division Total Price (\$)
00 00 00	Procurement and Contracting Requirements	
01 00 00	General Requirements	
02 00 00	Existing Conditions	
04 00 00	Masonry	
05 00 00	Metals	
06 00 00	Wood, Plastics and Composites	
07 00 00	Thermal and Moisture Protection	
08 00 00	Openings	
09 00 00	Finishes	
10 00 00	Specialties	
11 00 00	Equipment	
12 00 00	Furnishings	
13 00 00	Special Construction	
22 00 00	Plumbing	
23 00 00	Heating, Ventilation and Air Conditioning	
26 00 00	Electrical	
	Others (Specify)	
	<b>Profit and Overhead</b>	
<b>Sub Total Bid Price Proposal</b>		

<b>Allowances (CSI#01 21 00)</b>			
<b>Item#</b>	<b>Description</b>	<b>Unit Cost (\$) X units</b>	<b>Total Cost (\$)</b>
1	Historic building gutter pan wood support replacement (material and labor)	/LF X 100	
2	Historic building wood siding replacement and paint to match existing (material and labor)	/sqft X 300	
3	Historic building wood fascia board replacement and paint to match existing (material and labor)	/LF X 200	
4	Steel roof deck replacement	/sqft x 500	
5	Plywood roof sheeting replacement	/sqft x 700	
<b>Total Allowance Price Proposal</b>			
<b>Total Bid Price Proposal</b>			
(Sub Total Bid Price Proposal + Total Allowances Price Proposal)			

<b>Add Alternate Additional Cost</b>	
<b>Description</b>	<b>Total Cost (\$)</b>
<p>Contractor shall propose an additional cost only to coordinate part of the work in occupied spaces for weekends or afterhours to minimize disruption to the occupants during normal business hours (business hours are defined as Monday-Friday 7:00am-5:00pm) the following work (but not limited to) that need access to the occupied spaces:</p> <p><u>Main building</u></p> <ul style="list-style-type: none"> <li>↳ Main building structure reinforcement work related to installing roof railing system as specified in plans and specifications</li> <li>↳ HVAC and related electrical work needed to relocate three (3) roof top HVAC units as specified in plans and specifications</li> <li>↳ Electrical work needed to relocate disconnect switches of two (2) roof top equipment as specified in plans and specifications</li> </ul>	

<p><u>Historic Building</u></p> <ul style="list-style-type: none"> <li>↳ Structural reinforcement as specified in plans and specifications</li> <li>↳ HVAC and related electrical work needed to relocate one (1) HVAC unit to accommodate structural reinforcement as specified in plans and specifications</li> </ul>	
<b>Total Add Alternate Additional Cost</b>	

## Unit Prices

**S.Y** = Square Yard

**C.Y** = Cubic Yard

**sqft**= Square Foot

**/HR**= per hour, **LF**=Linear Foot

Item#	Description	UOM	Unit Prices (\$)
1	Gypsum board patch and paint	sqft	
2	Gypsum board replacement, prepare and paint	sqft	
3	CMU Wall Painting	sqft	
4	Roof metal deck replacement	sqft	
5	Master electrician	/HR	
6	Electrician (Journeyman)	/HR	
7	Electrician (Helper/Apprentice)	/HR	
8	Project field supervisor	/HR	
9	General laborer	/HR	
11	Metal flashing as specified in plans and specification	sqft	
12	Roof wood sheathing replacement	sqft	
13	Roof metal deck replacement		
14	New gutter (Material and Labor) installation	LF	
15	New downspout (Material and Labor) installation	LF	
16	Roof replacement (Shingle as specified in plans and specifications)	sqft	
17	Roof replacement (Composite slate)as specified in plans and specifications)	sqft	
18	Roof replacement (membrane roof )as specified in plans and specifications)	sqft	
19	Welder	/HR	
20	HVAC technician	/HR	
21	Others (Specify)		

**Note:** All unit costs/rates shall match estimate worksheets submitted along with this Bid; these costs will be used to negotiate any proposed Change orders.

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

Name of the Bidder:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Gaithersburg

## Bid Proposal Submission Certification

Solicitation No. \_\_\_\_\_

Please complete this form in its entirety and include it with your Bid 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) \_\_\_\_\_

### **BID PROPOSAL SUBMISSION CERTIFICATION**

The response to Solicitation No. \_\_\_\_\_ as submitted includes this Bid Proposal Submission Certification Form and the Affidavit of Qualification to Bid 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 Bid 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 Bid 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**

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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 Bid 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.

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

### **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