

REQUEST FOR PROPOSALS

No. 2017-012

ARCHITECTURAL AND ENGINEERING SERVICES FOR 16 SOUTH SUMMIT AVENUE

Solicitation Issued: October 21, 2016

Proposal Submissions Due: November 22, 2016 **Time:** 1:00 PM

Submissions Received By: Ronald E. Kaczmarek, Facilities & Capital Projects Division Chief
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

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SECTION 1: Definitions

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

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

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

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

Other Direct Costs: “ODC” means other costs directly associated with completing the Project tasks. This includes printing and presentation materials; however, travel nor meal expenses are included.

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

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

Project Team: “Project Team” refers to those personnel appointed by the City to oversee the work described in this Solicitation. The Project Team consists of representatives from the City Manager’s Office, Public Works Department, Information Technology Department, Planning & Code Department and the Police Department.

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

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

Solicitation: “Solicitation” means Request for Proposals.

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

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

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

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City of Gaithersburg is seeking sealed Proposals from qualified Offerors to provide Architectural and Engineering Services for the renovation of the City-owned building located at 16 South Summit Avenue, Gaithersburg, Maryland 20877 (“Building”). The City plans to utilize this Building for its Police Services, Mayor and City Council and other departmental requirements. The Building shall be designed to meet not only the current needs, but the future growth of the agencies through at least 2027. Offerors shall have recognized expertise in the planning, design and construction oversight of police facility projects and public gathering spaces. It is desired that Offerors possess significant experience in the delivery of public sector projects.

The City has designated \$9.9 million in Capital Improvement Project Funds for the renovation of the existing building and surrounding area, as required to complete the project, including the purchase of furniture for the building. This \$9.9 million will serve as the current approved Construction Contract Award Price (CCAP) for this design effort.

2.2. BACKGROUND

The Building was constructed in 1998 by Coakley Williams and was recently purchased by the City. Its primary use will be to house the Gaithersburg Police Department. However, the City would like to investigate the possibility of relocating the Mayor and City Council Chambers, community gathering space and other City Departments into the building if space exists once the primary use is addressed.

The Building is three-stories tall with a total square footage of 42,200 gsf. The first floor interior space is roughly 13,800 sf, the second floor is 14,200 sf, and the third floor is also 14,200 sf. The Building is located at the corner of South Summit and Olde Towne Avenues, with the primary facades facing these two streets. It also abuts Fulks Corner Avenue at the west of the property. Primary parking is in the rear (southwest) of the Building and is accessed via three curb cuts; one along Old Towne Avenue, one along Fulks Corner Avenue, and one at the southeast of the property on South Summit Avenue.

The property is owned by City and is roughly 120,055 sf or 2.76 acres. The property is zoned CBD (Central Business District). Construction drawings for the original facility are incorporated herein as Exhibit D. See Section 9.2, Exhibits, for instructions on how to obtain the exhibits to this Solicitation. Upon award, the Contractor will be provided with an electronic set of drawings for the building. Note, the City makes no representation as to their accuracy.

The existing police department building is located adjacent to the Building at 14 Fulks Corner Avenue, Gaithersburg, Maryland 20877, and is housed in a converted three unit townhouse complex. That site is a 0.39 acre parcel that shares the majority of its parking with the 16 South Summit Avenue complex.

Preliminary programming and space planning has been conducted by the City as a way to determine project scope and needs. The following documents are incorporated herein as exhibits as follows (see Section 9.2, Exhibits, for instructions on how to obtain the exhibits):

- ↳ Exhibit A: Space Planning Program
- ↳ Exhibit B: A-101 First Floor Concept Plan
- ↳ Exhibit C: A-102 Second Floor Concept Plan
- ↳ Exhibit D: 1997-10-31 Original Drawing Set
- ↳ Exhibit E: Project Specific Table of Deliverables
- ↳ Exhibit F: City of Gaithersburg Design Quality Control Process and Deliverables Manual

These Exhibits are not bidding documents, are not complete, and are only provided for general Project Information (Programmatic Fit Test). Specifications are intentionally not made part of this Solicitation. Evident in these plans is a desire to maximize communication and interaction between police personnel, maximize storage, minimize distractions or conflict between active and private functions, and to properly welcome the public to the facility.

2.3. 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.

2.4. DISCLAIMER

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

2.5. 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.

2.6. ACCEPTANCE

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

2.7. RESTRICTED DISCUSSIONS

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

2.8. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Offerors 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, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.9. ADA REQUIREMENTS

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

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. **SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the City; any and all modifications shall be made by addendum or amendment and posted on the City's Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

| EVENT | DATE | TIME |
|--|-----------------------------|--------------------|
| A. Solicitation Issued: | October 21, 2016 | N/A |
| B. Pre-Submission Meeting and Site Visit: <i>See Subsection 3.2 for additional information</i> | November 2, 2016 | at 1:00 PM |
| C. Offeror Questions Due in Writing: <i>See Subsection 3.3 for additional information</i> | November 9, 2016 | by 11:00 AM |
| D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i> | November 16, 2016 | by 5:00 PM |
| E. Submission Deadline: <i>See Subsection 4.2 for additional information</i> | November 22, 2016 | by 1:00 PM |
| F. Proposal Evaluation Completed (Estimate) | December 5, 2016 | N/A |
| G. Interviews Conducted (Estimate) | December 12-16, 2016 | N/A |

3.2. **PRE-SUBMISSION MEETING AND SITE VISIT (MANDATORY)**

There will be a Pre-Submission Meeting and Site Visit at the location shown below on the date and at the time specified in the Solicitation Schedule. Attendance of the Pre-Submission Meeting **IS MANDATORY**; as such, Offerors that do not attend the entire Pre-Submission Meeting and entire Site Visit shall not be qualified for award of the Contract.

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

3.3. **SUBMISSION OF QUESTIONS**

All questions regarding this Solicitation shall: (i) be submitted by email to Ronald E. Kaczmarek, Facilities & Capital Project Division Chief, at rkaczmarek@gaithersburgmd.gov; and (ii) be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO QUESTIONS

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

~ END OF SECTION 3 ~

SECTION 4: Proposal Format, Content, Preparation and Submission

4.1. PROPOSAL FORMAT AND CONTENT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall contain a separate technical proposal ("Technical Proposal") and separate price proposal ("Price Proposal"), as follows:

A. Part A: Technical Proposal

The Technical Proposal shall be submitted separate from the Price Proposal and shall include the following material organized into sections as follows:

I. Section 1: General Requirements

- a. A cover letter with a brief description of the firm, including the Offeror's name, address, telephone number, fax number and email address.
- b. A table of contents that references each section therein.
- c. Executive summary that summarizes the Offeror's management structure and company names of each organization to execute the work.
- d. At least five Public Service references, three of which must be of Law Enforcement Type Buildings, that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope to the scope required by the City. This would include Governments, Municipalities, etc.
- e. GSA Standard Form 330 (Revised 3/2013)
- f. Detailed resumes of the involved team members with description of their experience on this type of project.

II. Section 2: Scope

- a. A detailed description and similar-type presentation of constructed projects that are representative of the team's related experience and technical competence. Must provide at least three projects completed within the last five (5) years. The Offeror should also provide information indicating the relationship of staff included in this proposal to said projects.
- b. Demonstrate experience and general expertise in the City's permitting process.
- c. Provide a general work plan identifying the key tasks required to complete the project and the Offeror's unique approach to a project of this size.

III. Section 3: Sustainable Design

- a. A detailed description and presentation of projects that are representative of the Offeror's general expertise in design of energy efficient facilities and/or LEED Certified facilities. Must provide at least three projects completed within the last five (5) years. The Offeror should also provide information indicating the relationship of staff included in this proposal to said projects.
- b. Staff experience with sustainable design and/or LEED Certified projects.

IV. Section 4: Quality Control

- a. Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- b. Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.
- c. A brief description of the Offeror's current workload and staff assignments, and the ability to handle the project in a timely fashion.
- d. A description of the Offeror's internal Quality Control standards.
- e. Familiarity with the City of Gaithersburg Design Quality Control Process and Deliverables Manual, a copy of which is incorporated herein as Exhibit F. See Section 9.2, Exhibits, for instructions on how to obtain the exhibits to this Solicitation.
- f. Demonstrate familiarity and experience with the Commission on Accreditation for Law Enforcement Agencies (CALEA) requirements.
- g. Evidence of the Design team's ability to meet established schedules and budgets. Provide description of projects indicating evidence of meeting budgets, and schedules, and original construction contract amount versus final construction cost.

V. Section 5: Communication

- a. The Offeror's capability in Computer Aided Design and presentation.
- b. The Offeror's capability in Building Information Modeling (BIM) and producing electronic building models.
- c. General expertise of the design team in Construction Administration services.
- d. A general sample of electronic forms to be used by the Contractor during the Design and Construction Administration phases of the project, including methods of record keeping.

- e. Proposed online document management software with online Commenting & Resolution Capabilities and Offeror's familiarity with it (such as ProjNet Dr Checks or similar).

VI. Section 6: Forms and Documents

This section of the Technical Proposal shall include the following documents and forms, copies of which, except for the Proposal Bond, are included in Attachment A hereto:

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose
- Conflict of Interest Certification
- Litigation and Lien Information
- Proposal Bond (Offeror Supplied)
- Proposal Submission Certification

B. Part B: Price Proposal

The Price Proposal shall be submitted separate from the Technical Proposal and shall include a completed and signed Proposal Price Sheet, a copy of which is included in Attachment A hereto.

4.2. PROPOSAL PREPARATION AND SUBMISSION

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

A. The Proposal Package shall contain the following:

- I. One (1) sealed envelope clearly labeled *Technical Proposal*, which shall contain one (1) original paper Technical Proposal and five (5) identical paper copies 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 Offeror. In the event of any inconsistency between the original paper Technical Proposal and any paper or digital copies thereof, the original paper Technical Proposal shall take precedence over and supersede those paper copies.
- II. One (1) sealed envelope clearly labeled *Price Proposal*, which shall contain one (1) original paper Price Proposal and five (5) identical paper copies thereof. All Price Proposals shall be signed in ink by an authorized or duly authorized representative of the Offeror. In the event of any inconsistency between the original paper Price Proposal and any paper or digital copies thereof, the original paper Price Proposal shall take precedence over and supersede those paper copies.
- III. One (1) sealed envelope clearly labeled *Technical Proposal and Price Proposal Digital Copies*, which shall contain one (1) identical digital copy of the original paper Technical Proposal and one (1) identical digital copy of the original paper Price Proposal, together on a compact disc or flash drive. The digital copies shall be in portable document format (PDF).

- B. The following information shall be printed clearly on the outside of the Proposal Package:
- ↳ Solicitation Number
 - ↳ Solicitation Title
 - ↳ Name of the Offeror submitting the Proposal Package
- C. The Proposal Package shall be addressed to the person and submitted to the location shown below. Proposal Packages not received at the designated location by the Submission Deadline shall be deemed non-responsive and returned.
- Ronald E. Kaczmarek, Facilities & Capital Projects Division Chief
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 Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.
- E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. No partial Proposals will be accepted or reviewed.
- G. Any and all Proposals submitted not in compliance with any of the provisions herein may be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: Evaluation Criteria and Selection Process

5.1. AWARD

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

5.2. SELECTION COMMITTEE

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

5.3. EVALUATION CRITERIA

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

- A. Category 1 – General Requirements
- B. Category 2 – Scope
- C. Category 3 – Sustainable Design
- D. Category 4 – Quality Control
- E. Category 5 - Communication
- F. Category 6 – Forms and Documents

5.4. SELECTION PROCESS

Below is the anticipated selection process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

A. Review for Responsiveness

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

B. Evaluation and Scoring of Technical Proposals

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

C. Evaluation and Scoring of Price Proposal

The Selection Committee shall evaluate and score the Price Proposal of each responsive Offeror.

D. Evaluation and Scoring of Presentations and Interviews

Following the evaluation and scoring of the Technical Proposals and Price Proposals, selected highest ranking Offerors will be required to present an initial Concept Design and Rendering(s) via presentation and interview. The Concept Design should indicate the Offerors understanding of the Project Requirements and relationships, and also indicate familiarity with this type of facility design. Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview / presentation materials and make a recommendation of tentative award to the City Manager or Designee. Formal award shall be contingent on the approval by the City's Mayor and City Council. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

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

6.1. HEADINGS

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

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

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

6.3. ACCURATE INFORMATION

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

6.4. ADDENDA AND AMENDMENTS

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

6.5. ALTERNATE PROPOSALS

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

6.6. BINDING PROPOSAL

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

6.7. CONFIDENTIALITY

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

6.8. CONTRACT AWARD

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

6.9. ERRORS IN PROPOSALS

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

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

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

6.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as

non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO PROPOSALS

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

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

6.13. OPTIONAL GOODS AND/OR SERVICES

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

6.14. SOLICITATION DOCUMENTS

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

6.15. 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 making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16. USE OF BROKER

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

6.17. 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.

6.18. 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.

6.19. 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.

6.20. 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 or designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

6.21. 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.

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

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

6.23. ETHICS LAWS AND REQUIREMENTS

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

6.24. 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.

6.25. 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.

6.26. 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.

6.27. INCONSISTENT PROVISIONS

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

6.28. 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.

6.29. 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.

6.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.

6.31. 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.

6.32. 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.

6.33. 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.

6.34. 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.

6.35. 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.

6.36. PAYMENT TERMS, TAXES AND INVOICES

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

A. Payment Terms

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

B. Taxes

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



C. Invoices

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

6.37. RECORDS

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

6.38. 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.

6.39. SURVIVAL

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

6.40. 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 such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

- I. The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.
- II. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

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

~ END OF SECTION6 ~

SECTION 7: Special Terms and Conditions

7.1. **BONDS**

- A. The Offeror shall submit with its Proposal an executed proposal bond (bid bond) in an amount equal to three percent (3%) of its total 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 an Offeror requests its Proposal to be withdrawn in accordance with Section 6.6 (Binding Proposal) of this Solicitation. The City shall immediately return the proposal bond of any Offeror whose Proposal is deemed by the City to be non-responsive, or shall immediately return all proposal bonds in the event the Solicitation process is canceled by the City.
- 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 performance bond and executed labor and material payment 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; (iii) 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.*

7.2. **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. Comprehensive commercial general liability insurance in an amount no less than two million dollars (\$2,000,000), combined single limit, for bodily injury and property coverage per occurrence including the following coverages for Contractual Liability, Premises and Operations, Independent Contractors and Products and Completed Operations during and for two years following completion of work;
 - II. Professional liability insurance (errors, omissions, and negligent actions) in an amount no less than two million dollars (\$2,000,000) per claim and aggregate and a maximum deductible of \$25,000 during the period of contractual relationship with the City. Contractor/offeree agrees to provide a one-year discovery under this policy;
 - III. Automobile liability insurance in an amount no less than one million dollars (\$1,000,00), combined single limit, for body injury and property damage coverage per occurrence including owned automobiles, hired automobiles, non-owned vehicles; and
 - IV. 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).

7.3. PAYMENTS

Payments under the Contract shall be based on the Contractor's completion milestones, which shall correspond to each Design Submission, and following the receipt of undisputed itemized proper invoices for the same, which are issued in accordance Section 6.36, Payment Terms, Taxes and Invoices, of this Solicitation. Completion of Bidding Phase shall also be considered a milestone. During the Construction Administration Phase, invoices may be submitted at monthly intervals.

Notwithstanding the provisions for Payment Terms, Taxes and Invoices described in Section 6.36 of this Solicitation, the following statement shall be printed on all invoices submitted to the City for payment:

The A/E certifies that, up to the date of the invoice the prime contractor (A/E) or its consultants have not engaged or performed any additional services without written authorization of the City.

7.4. CONTRACTOR PERSONNEL

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

7.5. OFFEROR QUALIFICATIONS

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

- A. The Offeror shall be licensed to practice in the State of Maryland.
- B. The Offeror shall have a minimum of eight (8) years' experience providing services similar to those under this Solicitation.
- C. The Offeror shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

~ END OF SECTION 7 ~

SECTION 8: Scope of Work

8.1 GENERAL

Contractor shall provide comprehensive Architectural and Engineering services to include, but not limited to, Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire and Safety, Environmental, Cost Estimating, Interior Design, Furniture Design, and Specifications. It is the Offeror's responsibility to provide the City with a complete, safe and properly operating facility. No deviations from the Project Program are allowed without a written request and an approval from the City.

The Contractor chosen by the City shall provide Schematic Design, Design Development, Construction Documentation, and Construction Administration Services to:

- A. Evaluate the existing building and site, including the current feasibility documents and program narrative.
- B. Interior design and fit-out for the entire facility.
- C. Design for the Gaithersburg Police Department to occupy roughly half of the first floor (only if the Mayor and City Council Chambers relocate) and at least the entire second floor.
- D. Design for the possible relocation of Mayor and City Council to occupy roughly half of the first floor. This includes the Council Chambers, Control Room, and Community Room.
- E. Design for an as-of-yet undetermined City Department(s) to occupy any unused space on the third floor.
- F. The Design shall be such that the "LEED Silver" level of the Leadership in Energy and Environmental Design (LEED) rating system is met; however, the building will not be submitted to the GBCI. The City especially encourages utilization of local resources in achieving this designation.
- G. The City expects a 50-year life span for the building, and compliance with the Commission on Accreditation for Law Enforcement Agencies (CALEA) criteria for portions of the building.
- H. The Offeror must consider parking, circulation, and out-building storage for additional police items that cannot be stored inside the building. Note, the neighboring facility, St. Martin of Tours School and Church, utilizes the lot for Sunday Service and Drop-off / Pick-up and this must also be considered.
- I. Provide site lighting for security and safe use while minimizing visibility of light sources. Provide lighting which does not create "light pollution".
- J. Develop a design to meet the City's recycling and reuse goals.

- K. Verify the existing site plans and complete a boundary, topographic and utility surveys, verifying the locations, sufficient to meet permit, design, and construction needs. Plans should be coordinated with projects' Architect, Structural Engineer, MEP Engineer and other members of the Contractor's design team.
- L. Work with the City's Project Team and make a presentation to the Planning Commission and City Council, as well as a final public outreach presentation.
- M. Submit for all required permits, including but not limited to demolition, building, plumbing, modular furniture and electrical.

The design phases shall be submitted as listed in, and in accordance with, the Proposal Price Sheet (a copy of which is included in Attachment A hereto) and the provided Project Specific Table of Deliverables ("Table of Deliverables") a copy of which is incorporated herein as Exhibit E. See Section 9.2, Exhibits, for instructions on how to obtain the exhibits to this Solicitation.

The Contractor will promote a multi-disciplinary, integrated approach to the design and construction that uses material, energy, and water resources efficiently, minimizes site impacts, addresses health issues relating to construction and indoor environments, and supports the use of "environmentally preferable" and local products while meeting the City's fiscal and programmatic requirements.

The Contractor will be expected to enter into a Guaranteed Maximum Price contract with the City.

The period of performance for the Project/Contract begins upon the City's issuance of a Notice to Proceed (NTP) and ends after a 24-month period following the substantial completion of construction of the Project which includes a two year warranty period. The desired duration for this design effort is within 365 calendar days from NTP.

Within thirty (30) days of award, the Contractor must submit any requests for specific information or specifications it requires of the City. The City shall respond within sixty (60) days.

8.2 PROJECT PROGRAM GOALS

The goals of the project are as follows:

- A. Project shall be designed under the codes currently adopted by the City of Gaithersburg at the time of design.
- B. Provide a cohesive and functional design for the Gaithersburg Police, the proposed Mayor and City Council relocation, and additional departments within the existing building.
- C. Maximize communication and interaction between police personnel.
- D. Maximize storage and minimize distractions or conflict between more active and more private functions within all agencies.
- E. Provide additional outdoor storage for Police Department items that cannot be stored indoors.

- F. Properly welcome the public to the entire facility, as well as to each agency.
- G. Maximize the design's flexibility to be able to best accommodate future modifications.
- H. Provide a large open space for the Mayor and City Council Chambers. This may require elimination of an existing structural column(s).
- I. Upgrade the Mechanical and Electrical elements to coordinate with the new design.
- J. All project submissions shall be done via an online Design Review Checking System. Offeror is responsible for proposing the preferred system as well as providing the licenses required for City review.
- K. Contractor shall utilize Building Information Modeling (BIM) to develop and present the design.
- L. Design to be LEED v4 Building Design and Construction: New Construction and Major Renovations Silver Level eligible. All documentation must be provided to identify the eligibility; however, City shall submit the project to the Green Building Certification Institute (GBCI) at their discretion. At a minimum this project should meet the prerequisites including the following requirements:
 - I. Create and implement an erosion and sedimentation control plan for all construction activities associated with the project.
 - II. Show that the landscape does not require a permanent irrigation system beyond a maximum two-year establishment period.
 - III. Reduce aggregate water consumption by 20% from the baseline for a building of this type.
 - IV. Install permanent water meters that measure the total potable water use for the building and associated grounds. Meter data must be compiled into monthly and annual summaries; meter readings can be manual or automated.
 - V. By the end of the design development phase, engage a commissioning authority. Commissioning scope shall be as required to meet LEED Energy and Atmosphere Prerequisite - Fundamental Commissioning and Verification, at a minimum.
 - VI. Demonstrate an improvement of 3%, for major renovations, in the proposed building performance rating compared with the baseline building performance rating, calculated based on ANSI/ASHRAE/IESNA Standard 90.1-2010, Appendix G, with errata using a simulation model.
 - VII. Install new or use existing building-level energy meters, or sub-meters that can be aggregated to provide building-level data representing total building energy consumption (electricity, natural gas, chilled water, steam, fuel oil, propane, biomass, etc). Utility-owned meters capable of aggregating building-level resource use are acceptable.

- VIII. Provide dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building.
- IX. Develop and implement a construction and demolition waste management plan. Goal is to divert at least 75% of the total construction and demolition material from going to a landfill or incineration facility.
- X. Meet the requirements for both ventilation and monitoring under the EQ Prerequisite: Minimum Indoor Air Quality Performance.

8.3 BASIC SERVICES

The basic services to be provided by the Contractor must be performed in the phases described herein, and shall comply with all generally accepted architectural and engineering practices consistent with the terms of the Contract and specifically identified in this document.

The Contractor must make all the required submissions to obtain all permits and approvals required from appropriate governments, including the City, WSSC, Pepco, and by other approving agencies except the work related permits required of the Construction Contractor, such as mechanical, electrical, and plumbing permits. The City will pay for all the necessary permit fees. Design revisions by the Contractor to meet requirements of approving authorities shall be done at no cost to the City. The Contractor is to initiate early and continuous reviews and coordination with these agencies.

The Contractor shall execute the Design Quality Control (DCQ) requirements as listed in the City of Gaithersburg Design Quality Control Process and Deliverables Manual, incorporated herein as Exhibit F. See Section 9.2, Exhibits, for instructions on how to obtain the exhibits to this Solicitation.

The Contractor shall furnish licenses to appropriate City representatives to utilize an online Construction Document Management system (such as ProjNet Dr Checks or similar). All project specific documents will be uploaded to this service throughout the Project.

The City Representative will assist the Contractor in obtaining the permits and approvals described above in the following manner when requested in writing by the Contractor by:

- ↳ Obtaining City Representative Signatures
- ↳ Attending review and coordination meetings with the Contractor, and
- ↳ Transferring available documents among City Agencies.

All costs of printing/reproduction necessary during the design and for construction administration by the Contractor must be borne by the Contractor. City will pay for printing of all documents needed for bidding advertisement.

8.4 ARCHITECT AND ENGINEER'S PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE

By execution of the Contract the Contractor represents and agrees that (a) it is an experience architectural and engineering firm having the ability and skill necessary to perform all the services required of it under the Contract in connection with the design and construction of projects having the scope and complexity of the Project contemplated herein; (b) it has the capability and resources necessary to perform its obligations

hereunder; and (c) it is familiar with all the current laws, rules, regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including but not limited to, appropriate local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, appropriate orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings, plans, specifications and other documents prepared by the Contractor shall be prepared in accordance with and shall accurately reflect and incorporate laws, rules and regulations.

The Contractor hereby represents and agrees that the plans, drawings, specifications and other documents prepared by it pursuant to the Contract shall be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Contractor; and that the Project if constructed in accordance with such plans, drawings, specifications and other documents shall be structurally sound and a complete and proper functioning facility suitable for the purposes for which it is intended.

At the City's option, the Contractor may be joined as a party to any dispute the Construction Contractor or City initiates.

8.5 DESIGN PHASES

The Services are to be performed in the following sequence of steps, each requiring written authorization before proceeding to the next. Note that Offeror is required to adhere to the City of Gaithersburg Design Quality Control Process and Deliverables Manual (Exhibit F). See Section 9.2, Exhibits, for instructions on how to obtain the exhibits to this Solicitation. All deliverables and resulting work products from this Solicitation will become property of the City of Gaithersburg. With each design phase submittal and each interim revision or subsequent design submittal of the Contractor to the City, the Contractor must make the following statement in writing, which will be implied if not expressly stated:

"The plans, drawings, specifications and other documents submitted herewith, in my/our professional opinion have been prepared in accordance with the Architectural / Engineering Services Agreement. They are in compliance with appropriate codes and standards. They fulfill the Program of Requirements and the work indicated by them may be purchased by the City in a construction contract or contracts, the total price of which will not exceed the Construction Contract Award Price (CCAP) and may be constructed completely within said CCAP."

A. 50% Schematic Design

- I. Review the building program and conceptual floor plans for completeness and accuracy. Provide any recommendations or clarifications of this information.
- II. Identify and document all regulatory and approval processes and measures required for the project.
- III. Review and evaluate existing site to coordinate connections to existing infrastructure.

- IV. Provide a physical evaluation of the existing facility and identify potential corrective work needed to achieve the desired results. The Contractor will be able to perform exploratory demolition within the building to aid in their investigation and design.
- V. Provide an outline Commissioning Plan
- VI. Utilizing the conceptual floor plans as a reference, develop and prepare at least two distinct, well thought-out and complete schematic design floor plans, illustrating room functions and dimensions for each floor.
- VII. Analyze and develop criteria for building systems including plumbing, electrical, mechanical, and structural relative to the proposed plans.
- VIII. Prepare a cost estimate. Major project components, including building systems, shall be defined with their related budget estimates.
- IX. Provide a design schedule / report indicating key milestone dates including delivery of design and construction documents. Include the City's design review process in the timeline.
- X. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.
- XI. Provide a space calculation chart showing the uses and areas.
- XII. Assumed deliverables (refer to Table of Deliverables):
 - a. Minimum of two distinct schematic floor plans for each floor.
 - b. Report identifying criteria for Civil, Structural, Mechanical, and Electrical Engineering.
 - c. Report identifying approval processes, evaluation of existing building and findings / recommendations.
 - d. Space Calculation Charts
 - e. LCCA and Cost Estimate
 - f. Commissioning Plan Outline
 - g. Project Schedule
 - h. Meeting Minutes

B. 100% Schematic Design

- I. Based on the City selected schematic floor plans, develop and prepare floor plans, illustrating room functions and dimensions and incorporating the corrections and changes as requested from previous submission.

- II. Further develop criteria for building systems including plumbing, electrical, mechanical, and structural relative to the proposed plans. Prepare schematic plans illustrating these elements.
- III. Prepare a cost estimate, including preliminary Life Cycle Cost Analysis (LCCA). Major project components, including building systems, shall be defined with their related budget estimates.
- IV. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.
- V. Provide a space calculation chart showing the uses and areas.
- VI. Develop a LEED binder indicating the proposed or recommended points.
- VII. Provide a Draft Commissioning Plan
- VIII. Provide furniture cut sheets for the City's initial review.
- IX. The successful Contractor may suggest additional appropriate green design strategies for consideration by the Project Team and shall report on implementation of green strategies at each design meeting.
- X. Assumed deliverables (refer to Table of Deliverables):
 - a. Schematic floor plans for each floor.
 - b. Schematic plans for appropriate Engineering disciplines.
 - c. Outline Specifications
 - d. Space Calculation Charts
 - e. LCCA and Cost Estimate
 - f. LEED Binder
 - g. Furniture Cut Sheets
 - h. Project Schedule (if revised)
 - i. Meeting Minutes

C. 50% Design Development

- I. Prepare the design development drawings and preliminary specifications. Deliverables shall consist of, but not limited to, floor plans, elevations, site and grading plans, site survey and other drawings showing location of walls, doors, windows, equipment, fixtures and other necessary items. The design should also indicate requirements for plumbing, HVAC, electrical, A/V and other work needed to complete the project.

- II. Specifications should identify major materials and systems, and establish, in general, their quality levels. Cut sheets for specified equipment should be provided.
- III. Define performance criteria and distribution systems for electrical and mechanical system components.
- IV. Prepare cost estimate with LCCA. Ongoing constructability and VE reviews shall occur during this phase as necessary to assure budget compliance.
- V. Material board and samples should be provided for proposed finishes.
- VI. Further develop the LEED binder indicating the proposed or recommended points.
- VII. Further develop Commissioning Plan
- VIII. Provide furniture cut sheets for City review.
- IX. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.
- X. Assumed deliverables (refer to Table of Deliverables):
 - a. Floor Plans, elevations, site plans, other drawings as necessary for all disciplines
 - b. Preliminary Site Plan for submission to the Planning Commission.
 - c. Specifications and Cut Sheets
 - d. LCCA and Cost Estimate
 - e. LEED Binder
 - f. Material Board and Samples
 - g. Furniture Cut Sheets
 - h. Project Schedule (if revised)
 - i. Meeting Minutes

D. 100% Design Development

- I. Provide all documentation necessary to describe the scope, existing systems, and new systems relationships, appearance of the project, and all landscape, civil, architectural, mechanical, plumbing, electrical, A/V and other work needed to complete the project.
- II. Specifications should identify all materials and systems, and establish, in general, their quality levels. Cut sheets for specified equipment should be provided.

- III. Provide updated space calculation charts.
- IV. Prepare cost estimate with LCCA. Ongoing constructability and VE reviews shall occur during this phase as necessary to assure budget compliance.
- V. Material board and samples should be provided for proposed finishes.
- VI. Further develop the LEED binder indicating the proposed or recommended points.
- VII. Further develop Commissioning Plan
- VIII. Provide furniture cut sheets for City review.
- IX. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.
- X. Assumed deliverables (refer to Table of Deliverables):
 - a. Floor Plans, elevations, site plans, other drawings as necessary for all disciplines
 - b. Final Site Plan for Planning Commission approval.
 - c. Specifications and Cut Sheets
 - d. Space Calculation Charts
 - e. LCCA and Cost Estimate
 - f. LEED Binder
 - g. Renderings
 - h. Material Board and Samples
 - i. Furniture Cut Sheets
 - j. Project Schedule (if revised)
 - k. Meeting Minutes

E. 50% Construction Documents

- I. Provide all documentation necessary to describe the scope, existing systems, and new systems relationships, appearance of the project, and all landscape, civil, architectural, mechanical, plumbing, electrical, A/V and other work needed to complete the project. Documents should describe in adequate detail all aspects of the construction of the project.
- II. Specifications should identify all materials and systems, and establish their quality levels. Cut sheets for specified equipment should be provided.

- III. Provide updated space calculation charts.
- IV. Prepare cost estimate with LCCA.
- V. Further develop the LEED binder indicating the proposed or recommended points.
- VI. Submit plans for WSSC approval.
- VII. Further develop Commissioning Plan
- VIII. Provide furniture cut sheets for City review.
- IX. At the time of submission the Offeror shall submit a list of issues needing resolution and what information is needed.
- X. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.
- XI. Assumed deliverables (refer to Table of Deliverables):
 - a. Floor Plans, elevations, site plans, other drawings as necessary for all disciplines
 - b. Specifications and Cut Sheets
 - c. Space Calculation Charts
 - d. LCCA and Cost Estimate
 - e. LEED Binder
 - f. Material Board and Samples
 - g. Furniture Cut Sheets
 - h. Project Schedule (if revised)
 - i. Meeting Minutes

F. 75% Construction Documents

- I. Revise Drawings and specifications per City comments and revisions.
- II. Provide updated space calculation charts.
- III. Prepare cost estimate with LCCA.
- IV. Further develop the LEED binder indicating the proposed or recommended points.
- V. Further develop Commissioning Plan
- VI. Provide furniture cut sheets for City review.

VII. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.

VIII. Assumed deliverables (refer to Table of Deliverables):

- a. Floor Plans, elevations, site plans, other drawings as necessary for all disciplines
- b. Specifications and Cut Sheets
- c. Space Calculation Charts
- d. LCCA and Cost Estimate
- e. LEED Binder
- f. Material Board and Samples
- g. Furniture Cut Sheets
- h. Project Schedule (if revised)
- i. Meeting Minutes

G. 95% Construction Documents

I. Revise Drawings and specifications per City comments and revisions. This set of documents shall be considered the Bid Set.

II. Provide final space calculation charts.

III. Prepare cost estimate with LCCA.

IV. Finalize the LEED binder indicating the proposed points.

V. Finalize the Commissioning Plan

VI. Provide final furniture selection cut sheets.

VII. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.

VIII. Submit for applicable Building Permits.

IX. Assumed deliverables (refer to Table of Deliverables):

- a. Floor Plans, elevations, site plans, other drawings as necessary for all disciplines
- b. Specifications and Cut Sheets
- c. Space Calculation Charts

- d. LCCA and Cost Estimate
- e. LEED Binder
- f. Material Board and Samples
- g. Furniture Cut Sheets
- h. Project Schedule (if revised)
- i. Meeting Minutes
- j. Submission for appropriate permits

H. 100% Construction Documents

- I. Revise Drawings and specifications per City comments and revisions.
- II. Submit final and complete CD's to the Project Manager in electronic format.
- III. Provide final space calculation charts.
- IV. Prepare cost estimate with LCCA.
- V. Finalize the LEED binder indicating the proposed points.
- VI. Finalize the Commissioning Plan
- VII. Provide final furniture selection cut sheets.
- VIII. Meet with designated City personnel to review design and project estimates. Provide meeting minutes.
- IX. Assumed deliverables (refer to Table of Deliverables):
 - a. Floor Plans, elevations, site plans, other drawings as necessary for all disciplines
 - b. Specifications and Cut Sheets
 - c. Space Calculation Charts
 - d. LEED Binder
 - e. Material Board and Samples
 - f. Furniture Cut Sheets
 - g. Project Schedule (if revised)
 - h. Meeting Minutes
 - i. BIM Model

I. Bidding Phase

- I. The Contractor shall be responsible for working with the City's Project Team to write the Construction RFP or RFB.
- II. The successful Offeror shall attend the Pre-Bid meeting and provide meeting minutes for City review.
- III. Respond to any substitution requests, RFI's, or other information requests during bidding.
- IV. Develop a matrix organizing the accepted bids and identifying averages for ease of comparison.
- V. Attend interviews with the bidders. Assume three days for this task.
- VI. Assist City with review of bids and recommendations for award.
- VII. Assumed deliverables (refer to Table of Deliverables):
 - a. RFI and Substitution responses
 - b. Meeting Minutes
 - c. Bidder's Matrix

J. Construction Administration Phase

- I. Attend the Pre-Construction meeting.
- II. Attend bi-weekly progress meetings and prepare meeting minutes for electronic distribution no later than three (3) calendar days after the meeting. Meeting notes shall contain, at a minimum, adequate detail to document construction progress, action items, decisions, and risk issues that could negatively impact schedule or budget.
- III. Review and respond to all Submittals and RFI's during Construction.
- IV. Review General Contractor (GC) payment requests.
- V. Assist City with establishment of Substantial Completion date.
- VI. Work with Contractor to provide the City a Traffic Control Plan indicating delivery and haul routes, as well as staging and GC parking.
- VII. Provide a full record drawing set (as-builts) with AutoCAD release 2012 or compatible version on compact discs (CDs) and also provide Mylar copies of public utilities. Coordination with the GC will be required. Offeror will not be held liable for the accuracy of the information received from the GC and Sub-contractors regarding the site and building improvements; however, they shall to the best of their ability ensure that the information is correct and true. The drawings will become the property of the City at the end of the project. Drawing files shall

conform to City standards and file naming conventions. Drawing illustrating as-built utilities shall be certified by a registered Civil Engineer and require acceptance by the City Facilities Department Division Chief.

- VIII. At the end of Construction Administration, provide the completed LEED certification documentation package to the City, with any back-up documentation showing compliance to stated goals.
- IX. Review "Owner's Manual" at project completion containing all building element sources, subcontractor and manufacturer contact information, manufacturer owner's manuals, warranty information and other relevant data. Manual shall include operation and maintenance data for equipment, materials, and systems, as well as product data and drawings as required.
- X. Contractor, with assistance from the City, shall be responsible for review and approval of the Equipment Training Plans provided by the GC, including required video recordings.
- XI. Visit site to verify completion of punch list items and prepare supplementary punch lists.
 - a. There shall be an initial punch list walkthrough to determine Substantial Completion, as well as a second walkthrough to confirm resolution of items and a third Final walkthrough.
- XII. Visit site to verify Warranty Periods.
 - a. A total of four (4) walkthroughs – 6 month, 9 month, 12 month, and 24 month.
- XIII. Assumed deliverables (refer to Table of Deliverables):
 - a. RFI and Substitution responses
 - b. As-Built documents, including BIM Model
 - c. ASI's as needed
 - d. Payment Application Reviews
 - e. LEED Documentation package (not for GBCI review)
 - f. Meeting Minutes
 - g. Reviewed Owner's Manual

8.6 WORK PERFORMED BY THE CITY

- I. City has assigned a Project Manager to oversee the Contractor's work and provide support as needed.

- II. City will provide maps available through its Geographic Information System (GIS) via its GIS Coordinator.
- III. The City shall respond to information requests from the Contractor within sixty (60) days of receipt of request.
- IV. The City shall examine documents submitted by the A/E and shall render design decisions pertaining thereto.
- V. Other City personnel in the Engineering, IT, Code and Maintenance Departments and Police Department will be available to review building system design, landscaping, and utilities. These staff will assist the Project Manager to represent the City and shall be considered the City Design Review Team
- VI. Upon Award, the City shall provide applicable standard drawing templates and cover sheets.

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENT A

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

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

9.2. EXHIBITS

The following exhibits are available for download from the City's Secure FTP Server at: https://filedrop.gaithersburgmd.gov/public/folder/kHDcV33gDk69M_G65I0hdg/2017-012.

- ↳ Exhibit A: Space Program Spreadsheet
- ↳ Exhibit B: A-101 First Floor Concept Plan
- ↳ Exhibit C: A-102 Second Floor Concept Plan
- ↳ Exhibit D: 1997-10-31 Original Drawing Set
- ↳ Exhibit E: Project Specific Table of Deliverables
- ↳ Exhibit F: City of Gaithersburg Design Quality Control Process and Deliverables Manual

~ END OF SECTION 9 ~

ATTACHMENT A

Forms and Documents



City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

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

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

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

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

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

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

Signature Title Date

Printed Name



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

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

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

I HEREBY AFFIRM THAT:

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

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

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

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

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

Affidavit of Qualification to Propose

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

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

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

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

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

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

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

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

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

Conflict of Interest Certification

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

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

Yes / No

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

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

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name

Solicitation No. _____

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

Price Proposal

| Submission | Cost | Estimated Hours |
|---|------|-----------------|
| 50% Schematic Design | | |
| 100% Schematic Design | | |
| 50% Design Development fee | | |
| 100% Design Development Fee | | |
| 50% Construction Documents Fee | | |
| 75% Construction Documents Fee | | |
| 95% Construction Documents Fee | | |
| 100% Construction Documents Fee | | |
| Construction Bid/Award Phase Fee | | |
| Construction Administration Phase Fee | | |
| Post Construction / Warranty Period Phase Fee | | |
| Other Direct Costs (ODC) | | |
| TOTAL BASIC SERVICES FEE / HOURS | | |

ADDITIONAL SERVICES COMPENSATION

LIST OF PERSONNEL AND HOURLY RATES

The hourly rates of professional, technical and support staff who will be working on the Project. The hourly rates must include any and all multipliers and include all overhead, benefits, profits, etc. The A/E must use this form without modifications so that there is a standard basis for evaluation. The hourly rates will be used for any Additional Services.

Rates

| PRINCIPAL TEAM MEMBERS | HOURLY RATES (\$/hour) |
|--|-------------------------------|
| Architect's Staff: | |
| Principal | |
| Project Manager | |
| Project Architect | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |
| Civil Engineer's Staff: | |
| Principal | |
| Project Manager | |
| Project Engineer | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |
| Structural Engineer's Staff: | |
| Principal | |
| Project Manager | |
| Project Engineer | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |
| Mechanical / Plumbing Engineer's Staff: | |
| Principal | |
| Project Manager | |
| Project Engineer | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |

| | |
|---------------------------------------|--|
| Electrical Engineer's Staff: | |
| Principal | |
| Project Manager | |
| Project Engineer | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |
| Geotechnical Engineer's Staff: | |
| Principal | |
| Project Manager | |
| Project Engineer | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |
| Interior Designer's Staff: | |
| Principal | |
| Project Manager | |
| Project Engineer | |
| Senior Draftsperson | |
| Junior Draftsperson | |
| Clerical | |
| Cost Estimator's Staff: | |
| Project Manager | |
| Clerical | |

Note: All hourly rates shall match estimate worksheets submitted along with this Price Proposal; 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 Proposal Price Sheet and they are accurate and complete.

Name of the Offeror:

Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____



City of Gaithersburg

Proposal Submission Certification

Solicitation No. _____

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

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

PROPOSAL SUBMISSION CERTIFICATION

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name