



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue
Gaithersburg, Maryland 20877

REQUEST FOR QUOTE

No. FAC 2017-0824

Burglar and Fire Alarm Monitoring Service for City Facilities

Solicitation Issued: August 25, 2016

Proposal Submissions Due: September 29, 2016 **Time:** 11:00 AM

Submissions Received By: Melanie Brown
Project Manager
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Jud Ashman

COUNCIL MEMBERS
Henry Marraffa, Jr.
Michael Sesma
Neil Harris
Robert Wu
Ryan Spiegel

CITY MANAGER
Tony Tomasello

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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.

City's Website: <http://www.gaithersburgmd.gov/government/procurement/current-bids>

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

Contract Administrator: "Contract Administrator" means the City employee assigned to administer the Contract.

Contractor: "Contractor" means the Offeror awarded the Contract.

Lowest Responsive and Responsible Offeror: "Lowest Responsive and Responsible Offeror" means the Responsible Offeror who submits a Responsive Price Proposal and offers the most advantageous pricing or cost benefits.

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

Person: "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized by law.

Proposal: "Proposal" means the binding offer and nay and all documents submitted to the City by an Offeror in response to this Solicitation.

Responsive Proposal: "Responsive Proposal" means a Proposal that filly conforms in and to all material respects and requirements to and of this Solicitation, including all form and substance.

Solicitation: "Solicitation" means this Request for Quote.

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.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City of Gaithersburg (hereinafter referred to as "City") seeks Proposals from qualified contractors (hereinafter referred to as "Contractor") to provide burglar and fire alarm monitoring service at several City owned facilities. The Contractor shall provide all needed requirements for such services as specified in this Solicitation.

2.2. CITY PROFILE

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, storm water management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

2.3. 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.

2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

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

2.5. ACCEPTANCE

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

2.6. 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.

2.7. 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.

2.8. ADA REQUIREMENTS

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

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. **SOLICITATION SCHEDULE**

The following is the tentative 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:	August 25, 2016	N/A
B. Pre-Submission Meeting: ↳ <u>Location</u> City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, MD 20878	September 8, 2016	at 10:00 am
C. Offeror Questions Due in Writing:	September 15, 2016	by 2:00 pm
D. City's Answers to Questions Issued:	September 20, 2016	by 3:00 pm
E. Submission Deadline: ↳ <u>Submitted To:</u> Melanie Brown, Project Manager City of Gaithersburg Department of Public Works 800 Rabbitt Road Gaithersburg, MD 20878	September 29, 2016	by 11:00 am

3.2. **PRE-SUBMISSION MEETING**

Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. The purpose of the meeting is to provide a method for all Proposal providers to become familiar with any and all conditions which may, in any manner, affect the services to be provided under the Contract.

The City expects each Offeror to carefully examine all solicitation documents and to become thoroughly aware of any and all conditions, requirements and/or specifications that may, in any manner, affect the Services under the Contract. The submission of a Proposal by any Offeror shall be taken as prima facie evidence that the Offeror has familiarized themselves with the nature and extent of the Services to be provided.

3.3. **OPENING OF PROPOSALS**

Proposals will be opened after the closing date specified in Section 3.1. Proposals will be reviewed for responsiveness and responsibility. Lowest responsive and responsible offeror will be recommended to award the Contract. Contract will be awarded at City discretion that serves best interests of the City. Proposals results will be posted on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

3.4. SOLICITATION QUESTIONS

The failure by the Offeror to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Offeror of all terms, conditions and requirements set forth in this Solicitation.

- A. Submission of Questions: All questions regarding this Solicitation: (i) shall be submitted by email to Melanie Brown, Project Manager, at mbrown@gaitthersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.
- B. The City's answers to questions submitted by Offerors will be posted on the City's Procurement Webpage by the date and time specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Proposal Submission

4.1. PROPOSAL SUBMISSION

- A. The Offeror shall submit Proposal as follows:
- I. To the designated location and by the Closing Date specified in Section 3.1 of this Solicitation.
 - II. In a sealed package clearly labeled:
 - ↳ No. FAC 2017-0824
Burglar and Fire Alarm Monitoring Service
- B. 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.
- C. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- D. Any and all Proposals submitted in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.
- E. No partial Proposals will be accepted or reviewed. Partial Proposals are considered incomplete and may subject to immediate exclusion from consideration.

4.2. PROPOSAL CONTENT

The Offeror shall submit one (1) complete original paper Proposal, which shall bear original signatures and notarize where applicable, one (1) identical electronic copy of the original paper Proposals, on either a CD or Flash Drive. Each complete Proposal shall contain the following documents and forms:

A. Business Profile

This section shall include:

- ↳ The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
- ↳ The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
- ↳ The state where this business is domiciled (formed);
- ↳ The location of the principle office and any and all branch office(s) for the business;
- ↳ The nature of the business; and
- ↳ The geographical area(s) the business services.
- ↳ Brief history of your company, length of existence and services provided.
- ↳ Describe the current business culture of your firm. This shall include identification of the location of your business; what percent of your business is commercial and what percent is residential.

B. Capabilities and Qualifications

This section shall describe the capabilities and qualifications of, and the resources available to, the Offeror to provide the Services:

- ➔ Demonstrate that your company maintains a sufficient staff and other resources needed to provide alarm monitoring services.

C. References

List of all contracts awarded to your company within the last five (5) years at a commercial, governmental or education institutional agency. Include, at a minimum, the following information: company or jurisdiction, name, phone and email of client's contract manager.

D. Price Proposal Sheet

The Offeror shall submit their Proposals using City provided Proposal Price Sheet.

~ END OF SECTION 4 ~

SECTION 5: Solicitation and Contract Terms and Conditions

Notwithstanding any of the other terms and conditions in any other sections of this Solicitation, the following terms and conditions are not subject to change, and shall apply to and survive this Solicitation and be incorporated into the Contract.

5.1. CONTRACTOR'S QUALIFICATION REQUIREMENTS

Offerors must be established Contractors, experienced in providing the type of services requested under this Solicitation and shall have a minimum of five (5) years' experience in this field and have all required certifications, licenses and staff assigned to work under this Contract.

5.2. INSURANCE

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

5.3. 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 be

removed from consideration.

5.4. BINDING PROPOSAL

All Proposals shall remain binding for one hundred eighty (180) calendar days following the Closing Date of this Solicitation; 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 for an additional one hundred eighty (180) calendar days. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Offeror's intent to withdraw its Proposal. Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one hundred eighty (180) calendar day's period.

5.5. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Offeror; however, the City reserves the right to award, in its sole discretion, to award the Contract to multiple Offerors in whole or in part. Award shall be to the Lowest Responsive and Responsible Offeror. 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. The City may investigate, as it deems necessary, the qualifications and/or abilities of the Offeror to perform the Services under the Contract. Upon request by the City, the Offeror shall provide the City with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Proposal shall constitute acknowledgment and agreement by the Offeror to surrender any information and/or data requested by the City for such purposes. The City reserves the right in its sole discretion to reject the Proposal if the Offeror fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

5.6. INVOICES

Original invoices shall include, at a minimum: the Contractor's name, address, and telephone and fax number; and the corresponding purchase order number (if applicable) and Task Order number. Invoices shall be submitted to:

City of Gaithersburg
Department of Public Works, F&CP Division
800 Rabbitt Road
Gaithersburg, MD 20878

All invoices must be submitted within thirty days of completion of work. The final invoice format requirements will be discussed in detail upon awarding the contract and prior to submitting first invoices.

The Contractor may invoice only for productive, on the job-site, labor hours under this contract, time utilized for transportation of workers, lunch, material acquisition, handling and delivery or for movement of Contractor owned or rented equipment is not directly chargeable.

5.7. RECORDS

- A. 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.

5.8. TERMINATION

A. Termination for Cause

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, provided the Contractor fails to cure the breach within fifteen days' notice of same and 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.

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

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

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

C. Termination for Non-Appropriation of Funds

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

terminate the Contract on the last day of the fiscal year for which appropriations were made.

5.9. 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.

5.10. OPTIONAL GOODS OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interest of the City, and may 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.

5.11. 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.

5.12. SAFETY AND HEALTH REQUIREMENTS

The Contractor shall comply with all Federal, State, County, City and local regulations pertaining to employee health and/or safety (i.e. MOSHA, OSHA, DOT, etc.). If a safety concern of imminent danger is noted the City shall reserve the right to stop all work immediately until the safety concern is adequately addressed.

5.13. CONTRACT TERM AND PRICE ADJUSTMENT

The Contract shall become effective as of the date and year the Contract is signed by Contractor and the City, and shall continue for twelve (12) months (hereinafter referred to as "Termination Date"). Upon the Termination Date, the Contract may be renewed, at sole discretion of the City, for two (2) optional and consecutive twelve (12) month periods each. Price adjustments are not allowed during renewal terms, total contract value not to exceed twenty-nine thousand (\$29,000) dollars for each twelve (12) month period.

5.14. CONTRACT ADMINISTRATION

The Contract Administrator shall serve as the liaison between the City and the Contractor and shall have the authority to:

- A. Give direction to the Contractor, monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract;
- B. Serve as the records custodian for the Contract, which includes; issuing notices to

proceed; preparing reports; and approving and/or rejecting invoices for payment.

The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations) that: alter, modify, cancel, or terminate the Contract or any portions thereof; or waives the City's rights under the Contract.

5.15. HOLIDAY'S (OBSERVED)

The City observes the following holidays:

- ↳ New Year's Day
- ↳ Martin Luther King Day
- ↳ President's Day
- ↳ Memorial Day
- ↳ Independence Day
- ↳ Labor Day
- ↳ Veteran's Day
- ↳ Thanksgiving Holiday (Thursday and Friday)

5.16. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the City.

5.17. PAYMENT TERMS AND TAXES

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.



~ END OF SECTION 5 ~

SECTION 6: Scope of Services and Specifications

6.1. GENERAL INFORMATION

The City of Gaithersburg, Maryland intends to use this Solicitation to select, and enter into a service contract with a qualified Alarm Monitoring Contractor to provide burglar and fire alarm monitoring services at various City facilities. Estimated Contract value for the Contract is not to exceed \$29,000.00 (twenty-nine thousand dollars) for a twelve (12) month period. Estimated value is for planning purposes only; there is no guarantee of annual work issued under this Contract.

6.2. SCOPE OF SERVICES

A. Monitoring Services

Burglar Alarm Monitoring:

- Contractor shall provide burglar alarm monitoring for facility specific time periods seven (7) days a week.
- On occasion, events are scheduled on weekends causing the need for automatic arming/disarming options.
- As an option, the Contractor shall allow City to create individual user codes for all employees and allow City to maintain access control settings for these codes. For estimating purposes, the City could request up to one hundred individual user codes (provide unit price on Price Proposal sheet). If approved and accepted by the City, the Contractor shall allow City to add or delete user codes at no additional cost to City.

Response Procedure for Burglar Alarm Monitoring:

- The City will provide a call escalation list to the Contractor. Individuals on the call escalation list are hereby considered the City Representative. A minimum of two (2) verification calls to the first two (2) individuals on the list shall be made prior to notifying the police. The Contractor will inform the City Representative what zone/s is signaling, and ask if the police should be notified.
- If police response is needed, the Contractor shall contact Montgomery County 911 Emergency Communications.
- If the City declines police response, the Contractor shall request the City Representative's assigned personal identification number. If the Representative is unable to provide a valid identification number, the monitoring station will automatically call and request police response.
- If the Contractor is unable to reach the designated City Representative(s), they shall contact the police unless other arrangements have been made prior to call.

Fire Alarm Monitoring:

- Contractor shall monitor fire alarm systems on a twenty-four (24) hour a day, three hundred sixty-five (365) day a year basis.

Response Procedure for Fire Alarm Monitoring:

- If the Contractor receives a **Fire Alarm** signal, they will immediately contact Montgomery County 911 Emergency Communications. The Contractor shall also notify the designated City Representative from the call escalation list.
- If the monitoring station receives a system **Supervisory or Trouble** signal, they will inform the City Representative of the condition. It is not necessary to contact Montgomery County 911 Emergency Communications unless specifically instructed by the City Representative on the phone call and obtaining the City Representatives personal identification number.
- The Contractor shall respond to all fire, supervisory, or trouble alarms as stated above. In the event there is a contradiction of the above stated procedure and NFPA Code requirements, the NFPA Code requirements shall take precedence.

B. Activity Reports

Offeror shall be required to provide at a minimum, alarm activity reports per location and any other activity report on demand at no additional cost to the City.

6.3. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

- At all times during the term of this contract, the Contractor shall only use trained and licensed technicians to perform work required under this solicitation.
- Contractor shall have an Underwriters Laboratory Rating and the ability to report calls immediately to proper services.
- Contractor shall maintain central monitoring station that shall be staffed twenty-four (24) hours a day, three hundred sixty-five (365) days a year, to include contingency plan for monitoring sites if main central station goes offline from monitored sites.

6.4. STAFFING AND SUPERVISION

- A. The Contractor shall provide the City a service number to live representatives twenty-four (24) hours a day, three hundred sixty-five (365) days a year. All representatives shall be able to read, write, speak and understand English.
- B. Subcontracting services specified in this solicitation is not allowed, all services shall be performed by the primary contract holder.

~ END OF SECTION 6~

SECTION 7: Attachments and Exhibits

7.1. ATTACHMENTS

The following documents and forms are incorporated herein and attached hereto:

- ↳ Addendum/Amendment Acknowledgement

7.2. EXHIBITS

The following exhibits are incorporated herein and attached hereto:

- ↳ Facility and System Count List
- ↳ Price Proposal Sheet
- ↳ Sample Contract

~ END OF SECTION 7 ~

**ATTACHMENTS
AND
EXHIBITS**



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

FACILITIES AND SYSTEM COUNTS

Loc. #	Facility Name & Address	Burglar Alarm	Fire Alarm
1	City Hall 31 S. Summit Ave Gaithersburg, MD 20877	---	1
	Panel Type	---	Silent Knight SK5208
2	Public Works 800 Rabbitt Road Gaithersburg, MD 20878	---	1
	Panel Type	---	Silent Knight MS-9200UDLS
3	Police Department 14 Fulks Corner Ave Gaithersburg, MD 20877	Present but not requesting monitoring	1
	Panel Type	---	AFP 200
4	Casey Community Center 810 S. Frederick Ave Gaithersburg, MD 20877	---	1
	Panel Type	---	Fire-Lite MS-10UD
5	Kentlands Arts Barn 311 Kent Square Road Gaithersburg, MD 20878	Present but not requesting monitoring	1
	Panel Type	---	Fire-Lite MS-9200
6	Kentlands Mansion 320 Kent Square Road Gaithersburg, MD 20878	Present but not requesting monitoring	1
	Panel Type	---	AFP 200
7	Public Safety Building 16 S. Summit Ave Gaithersburg, MD 20877	Not present currently but will be adding	1
	Panel Type	---	Silent Knight 5495
8	Parking Garage 112 Olde Towne Ave Gaithersburg, MD 20877	---	1
	Panel Type	---	Silent Knight 5808
9	Activity Center at Bohrer Park 506 S. Frederick Ave Gaithersburg, MD 20877	1	1
	Panel Type	DSC Power 832	Fire-Lite MS-9200UDLS

Loc. #	Facility Name & Address	Burglar Alarm	Fire Alarm
10	Youth Center at Robertson Park 801 Rabbitt Road Gaithersburg, MD 20878	1	1
	Panel Type	NAPCO Gemini	EST2
11	Olde Towne Youth Center 301 Teachers Way Gaithersburg, MD 20877	1	1
	Panel Type	DMP XR-40	Silent Knight IFP100
12	CPSC 10901 Darnestown Road Gaithersburg, MD 20878	---	1
	Panel Type	---	Silent Knight
13	Kellerman House 500 S. Frederick Ave Gaithersburg, MD 20877	Not present currently but will be adding	---
	Panel Type	---	---
14	Wells Robertson House One Wells Ave Gaithersburg, MD 20877	Present but not requesting monitoring	1
	Panel Type	---	Fire-Lite MS9200UDLS



City of Gaithersburg

Proposal Price Sheet

Solicitation No. FAC 2017-0824

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

Pricing Proposal

Location 1	City Hall – 31 S. Summit Ave, Gaithersburg, MD 20877	
	Fire Alarm Monitoring Service	\$ Per Month
Location 2	Public Works – 800 Rabbitt Road, Gaithersburg, MD 20878	
	Fire Alarm Monitoring Service	\$ Per Month
Location 3	Police Department – 14 Fulks Corner Ave, Gaithersburg, MD 20877	
	Fire Alarm Monitoring Service	\$ Per Month
Location 4	Casey Community Center – 810 S. Frederick Ave, Gaithersburg, MD 20877	
	Fire Alarm Monitoring Service	\$ Per Month
Location 5	Kentlands Arts Barn – 311 Kent Square Road, Gaithersburg, MD 20878	
	Fire Alarm Monitoring Service	\$ Per Month
Location 6	Kentlands Mansion – 320 Kent Square Road, Gaithersburg, MD 20878	
	Fire Alarm Monitoring Service	\$ Per Month
Location 7	Public Safety Building – 16 S. Summit Ave, Gaithersburg, MD 20877	
	Burglar Alarm Monitoring Service	\$ Per Month
	Fire Alarm Monitoring Service	\$ Per Month
Location 8	Parking Garage – 112 Olde Towne Ave, Gaithersburg, MD 20877	
	Fire Alarm Monitoring Service	\$ Per Month
Location 9	Activity Center at Bohrer Park – 506 S. Frederick Ave, Gaithersburg, MD 20877	
	Burglar Alarm Monitoring Service	\$ Per Month
	Fire Alarm Monitoring Service	\$ Per Month
Location 10	Youth Center at Robertson Park – 801 Rabbitt Road, Gaithersburg, MD 20878	
	Burglar Alarm Monitoring Service	\$ Per Month
	Fire Alarm Monitoring Service	\$ Per Month
Location 11	Olde Towne Youth Center – 301 Teachers Way, Gaithersburg, MD 20877	
	Burglar Alarm Monitoring Service	\$ Per Month
	Fire Alarm Monitoring Service	\$ Per Month
Location 12	CPSC – 10901 Darnestown Road, Gaithersburg, MD 20878	
	Fire Alarm Monitoring Service	\$ Per Month

Location 13	<i>Kellerman House - 500 S. Frederick Ave, Gaithersburg, MD 20877</i>	
	Burglar Alarm Monitoring Service	\$ Per Month
Location 14	<i>Wells Robertson House - One Wells Ave, Gaithersburg, MD 20877</i>	
	Burglar Alarm Monitoring Service	\$ Per Month
	Fire Alarm Monitoring Service	\$ Per Month

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

Name of the Bidder: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

CONTRACT FOR

[_____]

This Contract is made and entered into this _____ day of _____, 2016, by and between _____ [Contractor's name]____. licensed to do business in the State of [Sate name], located at _____ [Address]_____ ("Contractor"), and the **City of Gaithersburg, Maryland**, a municipal corporation of the State of Maryland, located at 31 South Summit Avenue, Gaithersburg, Maryland 20877 ("City"), both of which are hereinafter referred to jointly as the ("Parties") and sometimes individually as the ("Party").

RECITALS

WHEREAS, the City requires the availability and services of a qualified contractor to [__Highlights of the work scope_] (Services") at the Benjamin Gaither Center, which is located at [_____], Gaithersburg, Maryland 2087[_] ("Facility"); and

WHEREAS, the City solicited quotes through Request for Quote RFQ[_____] ("RFQ") from qualified contractors for the Services, which is attached hereto and incorporated herein as Exhibit [__]; and

WHEREAS, the Contractor submitted a Quote/Proposal dated [__Date_] ("Quote") in response to the RFQ, which the City deems to be the lowest responsible and responsive quote received in response to the RFQ, and which is attached hereto and incorporated herein as Exhibit [__]; and

WHEREAS, the City wishes to hire the Contractor to provide the Services, and the Contractor wishes to be hired by the City to provide the Services.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Contractor agrees to provide the enumerated Services on the terms as more fully described throughout this Contract, as follows:

1. EMPLOYMENT AS INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

A. Employment as Independent Contractor

The Parties to this Contract recognize and agree that: (i) the Contractor shall act as an independent Contractor to the City; (ii) this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Parties; (iii) neither Party shall be entitled to participate in any of the other Party's benefits, including without limitation, any health or retirement plans; (iv) the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract; and (v) 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.

B. Subcontractors

The Contractor acknowledges and agrees that if it shall be necessary to hire or subcontract with competent professional personnel to fulfill its obligations under this Contract, it shall do so at its own expense, and any subcontractor shall be subject to the terms of the Contract.

2. SCOPE OF SERVICES

The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards, provide the Services in accordance with and as described in Exhibits A and B.

3. COMPENSATION AND PAYMENTS

A. For the Contractor's availability and Services under and pursuant to this Contract, the City shall pay the Contractor compensation which shall not exceed the total amount of [_____] (\$____) in accordance with Exhibit [__].

B. Compensation shall be paid, in accord with Section 4 of this Contract, in a lump-sum after the Services are completed by the Contractor and are accepted by the City (together "Complete Services"), and following the receipt of a final undisputed proper invoice for the Complete Services.

C. In the event the Services for which the Contractor has been hired is abandoned, curtailed or canceled by the City at any time, the following shall occur: (i) this Contract shall terminate in accordance with the provisions for termination specified in Section 6 of this Contract; and (ii) the Contractor shall be paid for the Services performed to date of termination for which the Contractor has not otherwise been compensated to the time of such termination.

4. PAYMENT TERMS, TAXES AND INVOICES

The Contractor hereby recognizes the City shall only pay original proper invoices issued in accordance with and subject to 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 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 Contractor recognizes the City is exempt from sales and use taxes, and agrees; (i) to exclude such taxes from all forms of requests for payments issued to the City; and (ii) that the City shall not be liable or pay or reimburse the Contractor for any such taxes.

C. Invoices

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

5. DURATION

This Contract shall become effective as of the date and year first above written and shall continue in force until payment is made by the City on the Contractor's undisputed proper invoice for the Complete Services ("Expiration Date").

6. TERMINATION

A. Notwithstanding the Expiration Date specified in Section 5 of this Contract, this Contract may be terminated pursuant to the following:

I. By the City: (i) for the bankruptcy, dissolution, assignment for the benefit

of creditors, or other similar action of the Contractor; (ii) for the breach of any confidential matter or release of confidential information by the Contractor; (iii) for the Contractor's involvement in a conflict of interest as defined by the City's Ethics Code, provided the Contractor fails to cure the conflict of interest within fifteen (15) days' notice of same; (iv) for the breach of any material provision of this Contract by the Contractor, or any material representation, omission, or fraudulent conduct by the Contractor, provided the Contractor fails to cure such breach within fifteen (15) days' notice of same; (v) for the Contractor's breach or violation of any antidiscrimination law, licensing regulation or requirement related to the Services or failure to timely pay any employee, subcontractor or supplier of the Contractor, provided the Contractor fails to cure such breach within fifteen (15) days' notice of same; (vi) for convenience, subsequent to giving the Contractor fifteen (15) days' written notice of such termination; and (vii) due to insufficient funding or the non-appropriation of funds, subsequent to giving the Contractor fifteen (15) days' written notice of termination for same.

II. By either Party: (i) with the written mutual consent of the other Party; and (ii) for the material breach or non-compliance of or with any of the provisions of this Contract, provided the breaching or non-complying Party fails to cure such breach or non-compliance within fifteen (15) days' notice of same.

B. Upon termination of this Contract for any reason, the Contractor shall return to the City any property, documents or records of the City in the possession of the Contractor.

7. INSURANCE

A. The Contractor shall at all times during the term of this 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 One Million Dollars (\$1,000,000); and

II. Automobile liability insurance in an amount no less than One Million Dollars (\$1,000,000.00); and

III. Workers' compensation insurance for all non-City employees and workers in an amount not less than One Million Dollars (\$1,000,000).

B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.

C. Prior to the execution of this 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).

8. NOTICE TO PROCEED

Following the effective date of this Contract, the City shall issue the Contractor a written notice to proceed, after which the Contractor acknowledges and agrees to complete the Services within thirty (30) calendar days.

9. WORK SCHEDULE

Services shall only be performed on days and during times the City is open for business, excluding holidays and any other closures, Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Eastern Time.

10. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining, at its expense, any and all permits and/or licenses required to complete the Services. The City acknowledges and agrees to waive the fees for permits which are both required by and issued by the City.

11. SITE CLEAN-UP AND SAFETY

While performing the Services under this Contract, the Contractor shall: (i) keep the Site clean and free from all rubbish and debris; and (ii) enforce suitable rules, including all local, State and Federal laws and regulations on safety, and provide any and all guards, fences and/or protective devices required for the safe completion of the Services and for the safety and health of the general public and all workers employed at the Facility.

12. WARRANTY AND REMEDY

A. General Warranty

The Contractor acknowledges and agrees: to warrant any and all defects in workmanship hereunder for a period of [_____] from the date the Services are accepted by the City; and to repair or replace, at its expense, any defective material, or material that becomes defective due to the Contractor's workmanship, within 30 days' notice by the City.

B. Warranty of Qualification

The Contractor warrants that it is qualified and fully competent to provide the Services hereunder.

C. Warranty of Licensing

The Contractor warrants that it has obtained all permits and/or licenses required to complete the Services and that it will maintain all of the same throughout the term of this Contract. In addition, the Contractor agrees to provide the City with any and all documentation requested by the City to demonstrate compliance with this provision.

D. Dispute of Warranty Claim

In the event that the Contractor disputes a claim made by the City under the warranty specified under this Contract, the Contractor will advise the City of such dispute within five (5) days of receiving the City's warranty claim or such dispute will be deemed waived.

E. Contractor's Debts

In the event that the Contractor owes the City money under the terms and

conditions of this Contract, and particularly, but without limitation, as a result of the warranties or indemnities provided herein, the Contractor will pay such sums to the City within thirty (30) days. The Contractor acknowledges and agrees that without limiting the foregoing, the City will have the right to deduct amounts due to the City from amounts invoiced to the City.

13. INDEMNIFICATION

A. The Contractor hereby agrees to indemnify and save harmless the City from any loss, damages and other expenses suffered or incurred by the City by reason of the Contractor's negligent acts, errors or omission in carrying out/providing the Services.

B. In the event of litigation between the Parties to this Contract arising under, related to, or in connection with this Contract, the prevailing Party shall be entitled to recover reasonable attorneys' fees from the non-prevailing Party at the arbitration, trial and/or appellate levels.

14. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the Parties, any work, specifications, information, data, drawings, software and other items produced under this 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.

15. SURVIVAL

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

16. FORCE MAJEURE

The Parties 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 this 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 will make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

17. ARBITRATION

All disputes arising under this Contract, except provisions for termination specified in Section 6 of this Contract, which are not disposed of by agreement of the Parties must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must 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 this Contract not disposed of by agreement or express provision of this Contract arising between the City and the Contractor after performance of this Contract has commenced but before final payment and termination of this 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 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 it 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 written decision of the City Manager must be sent to all Parties. Such decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

18. GOVERNING LAW

This Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. The Contractor shall, without additional cost to the City, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this 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.

19. NON-DISCRIMINATION REQUIREMENTS

A. The Contractor acknowledges and agrees that during the term of this Contract it shall:

I. Not discriminate against any employee or applicant for employment because of 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.

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 this Contract, or fails to include such contract provisions in all contracts and subcontracts, as hereinabove provided, this 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.

20. ADVERTISING

Neither Party shall use any name or trademark, whether registered or not, of the other Party in publicity releases or advertising or in any other manner without securing the prior written approval of the other Party. Notwithstanding the foregoing, either Party may include the name of the other on its customer/contractor list provided that such inclusion is not represented to constitute or imply an endorsement of the other's goods or services except to the extent that this may be inferred from inclusion on such list.

21. ASSIGNMENT

The City's rights under this Contract are personal to the Contractor, and may not be assigned to any other person, firm or organization without the express written consent of the City.

22. CONFIDENTIALITY

The Contractor agrees that all knowledge and information that the Contractor 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 this 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 by the Contractor 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 to the Contractor by the City as being "confidential" or "privileged".

23. ENTIRE CONTRACT

This Contract shall constitute the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either Party, except to the extent incorporated in this Contract.

24. HEADINGS

Any and all of the headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of anything in this Contract.

25. NONEXCLUSIVE

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

26. ORDER OF PRECEDENCE

Notwithstanding any provisions to the contrary in and of the exhibits incorporated herein,

the provisions in the main body of this Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

Additionally, both Parties acknowledge that the City may use preprinted purchase orders or other formats as it deems fit and agree: (i) that in the event of conflict between the text of an order and this Contract, the terms and conditions of this Contract shall prevail; and (ii) that no additional or different terms contained in any quotation, offer or acknowledgement or other document issued by the Contractor shall be of any force or effect.

27. MODIFICATION OF CONTRACT

Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

28. NO LIENS

The Contractor shall have no title or interest in any of the Goods delivered to the City under this 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.

29. NO WAIVER

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

30. NOTICES

Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified or registered mail, sent to the respective address of each Party or an authorized representative of each Party as indicated below:

A. For the City:
[_____]
Capital Projects/Facilities Division
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. With a copy to:
City Attorney
31 South Summit Avenue
Gaithersburg, Maryland 20877

C. For the Contractor:
[_____]

31. EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Contract will not and shall not be deemed to affect the

validity of any other provision. In the event that any provision of this Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

32. NO THIRD PARTY RIGHTS

This Contract shall not create any rights or benefits to parties other than the City and the Contractor. No third party shall have the right to rely on the Contractor's opinions rendered in connection with the services without the written consent of the Contractor and the third party's agreement to be bound to the same conditions and limitations as the City.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date and year first above written.

FOR THE CONTRACTOR:

By: _____
Authorized or Duly Authorized Representative Witness

Printed Name and Title

FOR THE CITY:

By: _____
City Manager or Designee Witness

Printed Name