



City of
Rockville
Get Into It

City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL 04-18
CATERING SERVICES

PROPOSALS DUE BY 2:00 P.M., THURSDAY, MAY 3, 2018

ISSUED BY:
Jessie J. Woods
Senior Buyer
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8431
Email: jessie.woods@rockvillemd.gov

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

NO SUBCONTRACTING ALLOWED

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 04-18
CATERING SERVICES**

Sealed proposals addressed to the City of Rockville, Maryland to provide Catering Services will be received at Rockville City Hall, Procurement Division, Attention: Jessie J. Woods, Senior Buyer, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (Eastern), on Thursday, May 3, 2018**. No proposals will be accepted after that time.

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals shall be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

Download the document from the City website at <http://www.rockvillemd.gov>. Click on bids and proposals.

Visit the Procurement Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

No pre-proposal meeting is scheduled for this project.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than **2:00 PM (Eastern), on Thursday, April 19, 2018**, to Jessie J. Woods, Senior Buyer, at jessie.woods@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

SITE LOCATION

Refer to each catering scope of work for details.

NOTICE TO PROPOSERS

“Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.” Bidders must supply with their bids their US Treasury Department Employer’s Identification Number as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent’s responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Procurement Division.

Insurance and Endorsements shall be required for each event upon award.

SECTION I

Request for Proposal

Introduction/Overview

Section I: Introduction/Overview

A. Purpose/Objective

The City of Rockville hosts several events in which a caterer is selected to facilitate various styles of food. In previous years, these events were usually solicited on an annual basis per event. It has been determined that it is in the City's best interest to solicit a comprehensive Request for Proposals (RFP) which includes all City related events. It is the City's intent to award to multiple caterers.

The City reserves the right to add similar events with a similar scope of work at any time throughout the duration of this contract. The same or similar menu items shall be required. All other terms and conditions shall remain the same. The vendor shall receive ample notice from the City regarding new events not associated with this RFP.

Events may be proposed upon individually, or as a whole. Each event requires its own proposal price, certifications and insurance information.

1. BACKGROUND

B. Confidentiality

This RFP and all materials submitted are not public information until the contract is executed subject to the provisions described in the proposal.

Proposers shall specifically identify those portions of the proposal deemed to be confidential, proprietary information or trade secrets and provide justification why the City should not disclose such material upon request. Such confidentiality/proprietary information must be clearly marked and easily separable from the non-confidential section of the proposal. The selected proposer agrees to observe the confidentiality provisions and prohibitions against disclosure of all applicable Federal and State laws and regulations relating to the confidentiality of records and information gathered, obtained, reviewed, or developed in the performance of the resulting agreement; and further agrees to require each of its employees, partners, and agents assigned to the performance of this agreement to observe said provisions. The provider must comply with the requirements of State of Maryland Law for safeguarding confidential information, the prohibition against disclosure of confidential information and the civil and criminal consequences of non-compliance.

C. Pre-Proposal Vendor Questions

Technical and contractual questions pertaining to this RFP must be submitted via email to Jessie J. Woods, Senior Buyer, at jessie.woods@rockvillemd.gov no later than **2:00 PM (Eastern), on Thursday, April 19, 2018.**

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all proposers, any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed proposer. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/bids.aspx#bids>

Note, that it is the proposer's responsibility to check this site frequently for Addendums, which may impact pricing, requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

D. Delivery Requirements

Proposers must provide their proposal in the following format:

1. Tab 1-Transmittal Letter

A letter of transmittal shall accompany each proposal. Such letter must be signed by a person authorized to contractually obligate the vendor to the scope, terms, specifications, and pricing contained in the response. This letter should also clearly indicate the name, address, phone number and facsimile number of one contact person for the proposal.

The letter of transmittal shall include the following:

- A. Certification that the proposer meets all the minimum service qualifications. Reference to completion of certification of compliance with terms and conditions of the RFP. (See Attachment A)
- B. A brief statement of the services to be provided.
- C. A statement of commitment to provide the services requested within the times and manner specified.
- D. A summary of the vendor's qualifications to perform this type of engagement.
- E. A statement confirming that this proposal shall remain valid for six (6) months after the closing date for receipt of proposals.

F. Certification that the individual signing this proposal has the authority to bind the proposer to the terms and conditions set out in the proposal document.

Name of Company _____

Signature _____

Position _____

Date ___/___/___

2. Tab 2-Table of Contents

The table of contents must include clear and complete identification of the materials submitted by section and page number.

3. Tab 3-References

Proposer must provide at least three (3) references with which similar services have been performed. Provide a list detailing the references name, title, contact information, services performed, number of customers served, and the length of time the Proposer has provided this service. References provided must be for services that have occurred within the last three (3) years.

4. Tab 4-Response to Questions

Responses must comply with the following:

- A. All questions in Section II of this RFP must be answered in the manner and area stipulated after each question. Each RFP question must be restated before your response. If printed matter is supplied as supplemental information, please make sure that the supplemental information is appropriately marked with the corresponding question to which it applies.
- B. Respond to every question and statement in each section of the RFP. Failure to respond to all questions may lead to elimination from consideration.
- C. All questions and statements must be answered in the order asked.

5. Tab 5-Required Documents

- A. Affidavit Form (Attachment B). Complete and return the enclosed Non-Conviction/Collusion Affidavit Form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.
- B. Agreement. Provide a statement that the firm, if awarded the contract, shall execute the attached City of Rockville Agreement.

- C. Insurance. Provide a statement that the firm, if awarded the contract, shall meet all the insurance requirements contained within this proposal document (Attachment C).
- D. Certifications/Licenses. ServSafe Certification for each event proposed, as well as, the proposer's food service facility license. Current insurance shall be due upon award and prior to services rendered.

E. Preparation Costs

All costs incurred during proposal preparation or in any way associated with the proposal's preparation, response, submission, presentation, or oral interviews shall be the sole responsibility of the proposer and will not be reimbursed by the City.

F. Submission Requirement

1. Submission of RFP Response

Each proposer must submit their RFP response in accordance with all stipulations listed below:

Each service provider must submit a total of six (6) copies by **2:00 p.m. Eastern Time on Thursday, May 3, 2018 to the City**, as follows:

Five (5) bound copies and one (1) unbound copy to:

Jessie J. Woods, Senior Buyer
City of Rockville
Procurement Division
111 Maryland Ave.
Rockville, MD 20850
Email: jessie.woods@rockvillemd.gov

Proposals must be clearly labeled: **Request for Proposals 04-18 Catering Services.**

The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at their own discretion. The City reserves the right to accept or reject any or all bids.

2. Receipt and Handling of Proposals

The proposer assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will **not** be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the

evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

G. Project Timetable

TASK	TARGET DATES
Release of Request for Proposal – RFP	4-12-18
Proposer questions due	4-19-18
City response to proposer’s questions	4-26-18
Proposal due date	5-3-18
Proposals reviewed and evaluated	Week of 5-7-18
Product Samplings (short listed vendors only)	Week of 5-14-18
Finalist interviews/discussions	Week of 5-21-18
Award	Week of 5-28-18

The timetable provided is an estimate only and may be subject to change. The City reserves the right to make any revision, if necessary.

H. Due Diligence

The City shall have the right to inspect any facility or project site where the services performed under the resultant contract are carried out. The City may monitor the performance of the selected service provider on a frequency of its choosing to ensure compliance with all the requirements of the contract. The selected service provider agrees to the checks, processes or oversight the City believes is necessary.

I. Contact Information

Questions regarding this Request for Proposals shall be submitted to:

Jessie J. Woods
Senior Buyer
City of Rockville
Procurement Division
111 Maryland Ave.
Rockville, MD 20850
Email: jessie.woods@rockvillemd.gov
Phone: 240-314-8431

Any questions received by the City of Rockville that affect the Request for Proposals process will be issued as addenda by the City of Rockville.

J. Proposal Submission Format Requirements

The submitted proposal must address all categories and performance expectations within this RFP.

K. Proposal Evaluation and Selection

The City has designated an evaluation committee to evaluate proposals which consists of City staff. The evaluation committee will first examine proposals to eliminate those that are non-responsive to the stated minimum requirements. Therefore, proposers should exercise particular care in reviewing the proposal format required for this RFP.

The contract will be awarded in accordance with the competitive sealed proposals process under Rockville City Code 17-62. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions. Award will be made to the qualified proposer obtaining the highest weighted score combining price and qualifications.

Accordingly, the City may hold discussions with multiple offerors judged reasonably susceptible of being selected for award, or potentially so. However, the City also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the City may determine a proposer to be not responsible and/or proposer proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

1. Evaluation of Proposals

The evaluation of the proposals will be based on the following criteria. The evaluation committee will evaluate the proposals and may also ask questions of a clarifying nature from proposers, as required. The ability to meet the requirements for services is the prime consideration factor. Each evaluation committee member will complete a proposal evaluation matrix form for each proposal submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Proposal Evaluation Criteria	Weight
Work Experience/References This criterion considers (i) the proposer’s past performance on City contracts or similar contracts, (ii), the results of reference checks and (iii) the proposer’s experience in providing catering services	25
Response to Questionnaire	15
Approach and Compliance with Requirements This criterion considers the proposer’s project approach and compliance with all of the terms and conditions, license/certification requirements, the City’s delivery requirements and the scope of work for providing catering services	25
Pricing This criterion considers price of the services solicited by this Request for Proposals. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to other proposers.	35
TOTAL POINTS	100

Based on the collective ranking of the highest rated proposals, the evaluation committee will develop a short list of proposers to continue with further evaluation through an interview process which is subject to an oral presentation and food sampling. The short list will be selected using the criteria identified above. Additional discovery may be performed to assist in selecting the short list vendors. The short list vendors will be contacted regarding their status as short-listed vendors. The City reserves the right to award contract, or to forego awarding contract without notice. Thus, short listed proposers may be afforded the opportunity for oral presentations and sampling to the committee. The City reserves the right to select as many short-listed vendors as they see fit and in the best interest of the City.

2. Interviews (Oral Presentation and Food Sampling)

Please note that on-site interviews and food samplings for short-listed vendors are estimated to be held during the week of 5-14-18. Specific days and times for interviews with each short-listed vendor will be determined at a later date, but vendors should be prepared to conduct the on-site food samplings during this timeframe.

Oral presentations and food samplings will be evaluated and scored on the following criteria:

Interview Criteria	Weight
Overall Company Oral Presentation	30
Overall Ability to Respond to Questions	40
Overall Food Sampling Taste Quality	30
TOTAL POINTS	100

3. Selection

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals, the interview process and further discussions with the finalist(s) or the tentatively selected proposer(s), the City reserves the right to further negotiate the proposed services and or method and amount of compensation before making a final selection.

4. Best and Final Offer

When deemed in the best interest of the City, and upon conclusion of any oral presentations and/or negotiations, the proposer(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the proposer(s).

Note: Proposers are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms and conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The City of Rockville reserves the right to reject any and all proposals and to accept the proposal the City considers most advantageous. All proposals will become the property of the City.

SECTION II

Request for Proposal Questionnaire

Section II: Questionnaire

Your proposal response must describe the services you are proposing. Structure your response in the same outline presented below.

A. Company History

Proposers must provide the following information about their company so that the City can evaluate the proposer's stability and ability to support commitments set forth in the response to the RFP. Please describe the company's background and experience including:

- a) How long the company has been in business?
- b) A brief description of the company, including history, present status, future, etc.
- c) Include a profile of the business location, staff and services that will be assigned to the City's account.
- d) A brief description of the company's plans to keep pace with changing catering business techniques.
- e) Company size and organization. Please break down number of employees. (Only include full time employees, not sub-contractors or part-time employees.)
- f) How many employees will you staff at each event you have responded to with a proposal?
- g) What percentage of staff turn-over does the company experience annually?
- h) Gross revenue for the prior fiscal year (in US dollars).
- i) Has your company ever been sued by a customer? If so, please explain each incident and outcome(s).
- j) Are there any lawsuits currently outstanding against your company? If any, please explain.
- k) If you have had any contract(s) terminated for default during the past six years, describe all incidents. Termination for default is defined as notice to stop work due to the vendor's non-performance or poor performance and the issue was either: 1) not litigated; or 2) litigated and litigation determined the vendor to be in default. Elaborate as needed. (If the vendor has experienced no terminations as described, please indicate so.)
- l) If you have had ANY contract(s) terminated during the past six years for any other reason than the above stated 'termination for default', please describe all such terminations fully. (Include the name, address and phone number of other contracting party or parties.)
- m) Please provide the most recent audited financial statement for your company or credit references that can verify the financial standing of your company.
- n) Please list and describe in detail the most unique features of your company's catering services.

RETURN THIS FORM WITH PROPOSAL

SECTION III

Request for Proposal Scope of Work (SOW)

Section III: Scope of Work (SOW)**A.****CATERING SERVICES FOR THE CITY OF ROCKVILLE'S EMPLOYEES
AWARDS CEREMONY****SPECIFICATIONS****1. EVENT OVERVIEW**

The City of Rockville is hosting its annual Employee Awards Ceremony at the City's Civic Center Social Hall on Thursday, December 13, 2018, from 11:00 a.m. to 2:00 p.m. The City is seeking a contractor to cater the event who will provide the food, beverages, paper goods, and staff, with set-up and takedown for the entire event.

Food is to be served buffet style, inside the Rockville Civic Center Social Hall. The City requires the food set-up to be attractive and efficient, serving as many people as possible and keeping wait times as short as possible. The buffet will consist of be two identical stations with serving lines on each side (four serving lines total). There will be separate drink tables and separate dessert tables.

It is the City's goal that, regardless of when an employee arrives, if it is during the event time (11:00a.m. and 2:00p.m.), that the employee experience fresh, warm food with an attractive and clean presentation.

Approximately 300 people are expected. The City has outlined its requirements below.

Note: No reference to any religion or denomination shall be made through decorations, presentation or food served.

2. EVENT LOCATION, DATE AND TIME

Event: Thursday, December 13, 2018

Event Time: 11:00 a.m. – 2:00 p.m.

Must be set up and ready to serve no later than 10:45a.m on December 13, 2018

Clean-up to begin at 2:00pm and must be completed by 4:00pm on December 13, 2018

Location: Rockville Civic Center Social Hall,
603 Edmonston Drive, Rockville, MD 20851

Serving Style: Buffet

Budget: \$6,000.00

No. of Guests: 300 persons (estimated)

Menu: MENU AND SERVICES BELOW

3. MENU ITEMS

Offeror must provide a buffet luncheon in a creative and presentable manner. All food to be prepared off-site and warmed or cooled as required on-site. The bidder may offer other food recommendations for the City to consider if the suggestions meet the minimum requirements of serving 300 people. **Menu items shall be labeled.**

Menu must include the following:

- Chicken, turkey, and ham (hot). Chicken may be prepared and rendered upon the choice of the contractor. Contractor shall specify rather the chicken selected is fried, baked, etc. Contractor shall specify what chicken portions will be rendered.
- Rolls with butter, cornbread
- Macaroni and Cheese, mash potatoes w/chicken or beef gravy, vegetable or any suggestion of another side dish
- Garden Salad with dressings, minimum of 4 choices, with one of those being low or non-fat

- Fresh fruit salad or fruit platter
- Cookies (including but not necessarily limited to chocolate chip) and/or brownies, must be finger foods
- Individual serving sized cans/bottles: cold bottled waters, cold assorted soft drinks (including but not limited to diet), hot regular and decaffeinated coffee, hot tea, cream, sugar, and cups. Please assume two drinks per person.
- Plates, disposable, heavy-duty hard plastic, dinner/ 10" size
- Flatware, disposable, heavy-duty hard plastic, napkins, paper
- Disposable table linens for all tables including serving tables
- Serving trays and utensils for all food dishes

4. CONTRACTOR SHALL PROVIDE

- All food and beverages per the menu requirements.
- Acceptable means to maintain hot food and cold food to their desired temperature.
- Staff to fully cater and service the entire event to ensure that the food, beverages and dessert areas are well maintained and kept clean and orderly. City is requiring a minimum of 3 people for serving for the entire length of the event. **On your proposal, state the number of staff people to be provided.**
- Plates, disposable, heavy-duty hard plastic, dinner/ 10" size
- Flatware, disposable, heavy-duty hard plastic
- Paper napkins, luncheon size, white in color
- Disposable table linens for all tables including serving tables
- Serving trays and utensils for all food dishes
- Samples prior to award

5. CITY SHALL PROVIDE

- Facility – Rockville Civic Center Social Hall
- All serving tables: for food, drinks and dessert
- Tables, and chairs for attendees,
- Trash and recycling receptacles for attendees use and dumpster for trash disposal by Offeror

6. EVENT MEETING

After award, the successful proposer will meet with City of Rockville's personnel prior to the event at a mutually agreed upon time and date to discuss set-up arrangements, staff, menu and any final instructions pertaining to the event. The meeting can take place over the phone but will likely be at either: Offeror's site, City of Rockville/City Hall (111 Maryland Avenue, Rockville), or event location.

7. SET UP & TAKE DOWN

The Contractor will have access to the facility at 9:00 a.m. the day of the event. The Contractor must be ready to serve at 11:00 a.m. Clean up and take down can begin at 2:00 p.m. and must be completed by 4:00 p.m. on December 13, 2018.

8. EVALUATION & AWARD

The award shall be made to the lowest responsive and responsible Offerors whom have met the budget, menu requirements and qualifications as outlined in the Request for Proposal.

9. QUALIFICATIONS OF OFFEROR AND STAFF

The Offeror shall perform all specified work using properly trained and skilled workers supervised by the offeror. The offeror shall be licensed and bonded in the State of Maryland and shall have a minimum of three (3) years' experience in catering services similar in size and scope as being requested by the City of Rockville in this Request for Quote.

All employees of the Offeror shall be no less than 18 years of age, and shall be experienced in the type of work being performed. No visitors, spouses or children of the Offeror's employees will be allowed in the workplace during working hours, unless they are bonafide employees of the Offeror.

All employees of Offeror shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville.

10. CONTRACT RENEWAL

The City retains the right to extend this request for quote for five (5) additional one-year periods. The next event date would occur in December 2019. If the contract renewal is approved under the same terms and conditions of the original quote, the City will contact the Offeror by October 2019 with the event date and time. The same or equal menu selection shall be provided. **Dates are subject to change at the discretion of the City.**

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by Mayor and Council.

11. INSURANCE

The successful offeror will be required to submit a current Certificate of Insurance (including endorsements and waiver) in accordance with the Insurance Requirements pages 30 and 31. The completed Insurance Requirements pages must be signed and submitted with your proposal.

12. REFERENCES

Each proposer shall provide at least three (3) references for catering events similar in size and style. Please provide, on the City of Rockville Reference Form, the reference name, contact information and description of event in which catering services were provided. References provided shall be for services that have occurred within the last three (3) years. **The completed Reference Form must be submitted with the proposal.**

13. PAYMENT CLAUSE

The City reserves the exclusive right to determine the acceptability of any part of this event. Payment in full will be made upon satisfactory completion of the event. Should any portion of the event not meet the City's acceptance, final payment may be adjusted.

14. PRICES

Prices/discounts proposed shall be net, inclusive of all charges for transportation FOB Destination delivery. Quotes other than FOB Destination shall be considered non-responsive and shall be rejected. **Prices/discounts shall remain firm for the duration of the contract. (Initial and option years of the contract.)**

Prices/discounts shall not include Federal, State or Local taxes. The City's tax exemption certificates will be issued at time of award.

15. LICENSES

Offeror must be licensed as a food service facility and must obtain a Montgomery County Department of Health 1-day permit for this event, contact number 240-777-3986. Proof of license and permit must be presented to the City on the day of the event meeting.

16. CERTIFICATION

Offeror must possess a ServSafe Certification and shall furnish their certificate with their proposal.

17. COMMUNITY DONATION

Offeror will package all leftover food and donate it to a homeless shelter of the Offeror's choice.

18. CONTRACTUAL CONTACT

Contractual questions must be addressed to Jessie J. Woods, Senior Buyer, Procurement Division, at jessie.woods@rockvillemd.gov or (240) 314-8431.

19. EVENT CONTACT

Event questions must be addressed to Pacita Miller, at pmiller@rockvillemd.gov or (240) 314-8471.

20. W-9 FORM

Each proposer shall submit a completed W-9 form with their bid. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The successful proposer shall be required to deliver items for this event by the specified date. Confirm that your firm shall meet the delivery date mentioned and all specifications comply:

_____YES _____NO

PROPOSER'S COMPANY NAME _____

RETURN THIS FORM WITH PROPOSAL

B.
CATERING SERVICES FOR THE CITY OF ROCKVILLE'S EMPLOYEES
PICNIC
SPECIFICATIONS

1. EVENT OVERVIEW

The City of Rockville is hosting its annual Employee Picnic at the City's Civic Center Social Hall on Thursday, June 7, 2018, from 11:00 a.m. to 2:00 p.m. The City is seeking an offeror to cater the event who will provide the food, beverages, paper goods, table cloth, and staff, with set-up and takedown for the entire event.

Food shall be served buffet style, inside and outside the Rockville Civic Center Social Hall. The City requires the food set-up to be attractive and efficient, serving as many people as possible and keeping wait times as short as possible. The buffet will consist of two identical stations with serving lines on each side (four serving lines total). There will be separate drink tables and separate dessert tables.

It is the City's goal that, regardless of when an employee arrives, if it is during the event time (11:00a.m. and 2:00p.m.), that the employee experience fresh, warm food with an attractive and clean presentation.

Approximately 300 people are expected. The City has outlined its requirements below.

Note: No reference to any religion or denomination shall be made through decorations, presentation or food served.

2. EVENT LOCATION, DATE AND TIME

Event: Thursday, **June 7, 2019**

Event Time: 11:00 a.m. – 2:00 p.m.

Must be set up and ready to serve no later than 10:45a.m on June 7, 2019.

Clean-up to begin at 2:00pm and must be completed by 4:00pm on June 7, 2019.

Location: Rockville Civic Center Social Hall,
603 Edmonston Drive, Rockville, MD 20851

Serving Style: Buffet

Budget: \$6,000.00

No. of Guests: 350 persons (estimated)

Menu: MENU AND SERVICES BELOW

3. MENU ITEMS

Offeror must provide a buffet luncheon in a creative and presentable manner. All food to be prepared off-site and warmed or cooled as required on-site. The bidder may offer other food recommendations for the City to consider if the suggestions meet the minimum requirements of serving 350 people and adhere to the barbeque theme specified. **Menu items shall be labeled.**

Menu shall include the following:

- **Hickory smoked/Barbecued chopped/pulled pork**
- **Hickory smoked/Barbecued pulled chicken**
- **Homemade Barbeque sauce(s) (please provide choices)**
- **Rolls (for sandwiches of pork and/or chicken listed above)**

- **Macaroni and Cheese**
- **Grilled vegetables**
- **Vegetarian green bean salad** (no bacon/meat, must be labeled as vegetarian style).
- **Vegetarian baked/barbeque beans** (no bacon/meat, must be labeled as vegetarian style).
- **Fresh fruit salad or fruit platter**
- **Cookies (including but not necessarily limited to chocolate chip) and/or brownies, must be finger foods**
- **Individual serving sized cans/bottles: cold bottled waters, assorted soft drinks, lemonade and iced tea (including but not limited to diet).**

4. OFFEROR SHALL PROVIDE

- All food and beverages per the menu requirements.
- Acceptable means to maintain hot food and cold food to their desired temperature.
- Staff to fully cater and service the entire event to ensure that the food, beverages and dessert areas are well maintained and kept clean and orderly. City is requiring a minimum of 3 people for serving for the entire length of the event. On your proposal, state the number of staff people to be provided.
- Plates, disposable, heavy-duty hard plastic, dinner/ 10" size
- Flatware, disposable, heavy-duty hard plastic
- Napkins, paper, luncheon size, white
- Disposable table linens for all tables including serving tables
- Serving trays and utensils for all food dishes
- Samples prior to award

5. CITY SHALL PROVIDE

- Facility – Rockville Civic Center Social Hall
- All serving tables: for food, drinks and dessert
- Tables, and chairs for attendees,
- Trash and recycling receptacles for attendees use and dumpster for trash disposal by Offeror

6. EVENT MEETING

After award, the successful Offeror will meet with City of Rockville's personnel prior to the event at a mutually agreed upon time and date to discuss set-up arrangements, staff, menu and any final instructions pertaining to the event. The meeting can take place over the phone but will likely be at either: Offeror's site, City of Rockville/City Hall (111 Maryland Avenue, Rockville), or event location.

7. SET UP & TAKE DOWN

The Offeror will have access to the facility at 9:00 a.m. the day of the event. The Offeror must be ready to serve at 10:45 a.m. Clean up and take down can begin at 2:00 p.m. and must be completed by 4:00 p.m. on **June 7**, 2019.

8. EVALUATION & AWARD

The award shall be made to the lowest responsive and responsible Offerors whom have met the budget and menu requirements and qualifications as outlined in the Request for Proposal.

9. QUALIFICATIONS OF OFFEROR AND STAFF

The Offeror shall perform all specified work using properly trained and skilled workers supervised by the offeror. The offeror shall be licensed and bonded in the State of Maryland and shall have a minimum of three (3) years' experience in catering services similar in size and scope as being requested by the City of Rockville in this Request for Quote.

In the proposal, Offeror to list any awards received for the quality of barbeque-style food.

All employees of the Offeror shall be no less than 18 years of age, and shall be experienced in the type of work being performed. No visitors, spouses or children of the Offeror's employees will be allowed in the workplace during working

hours, unless they are bonafide employees of the Offeror.

All employees of Offeror shall be of neat appearance and conduct themselves in a professional manner while working for the City of Rockville.

10. CONTRACT RENEWAL

The City retains the right to extend this request for proposal for five (5) additional one-year periods. The next event date would occur in June 2020. If the contract renewal is approved under the same terms and conditions of the original quote, the City will contact the Offeror by April 2020 with the event date and time. The same or equal menu selection shall be provided.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by Mayor and Council.

11. INSURANCE

The successful offeror will be required to submit a current Certificate of Insurance (including endorsements and waiver) in accordance with the Insurance Requirements page. The completed Insurance Requirements pages must be signed and submitted with your proposal.

12. REFERENCES

Each proposer shall provide at least three (3) references for catering events similar in size and style. Please provide, on the City of Rockville Reference Form, the reference name, contact information and description of event in which catering services were provided. References provided shall be for services that have occurred within the last three (3) years. **The completed Reference Form must be submitted with the proposal.**

13. PAYMENT CLAUSE

The City reserves the exclusive right to determine the acceptability of any part of this event. Payment in full will be made upon satisfactory completion of the event. Should any portion of the event not meet the City's acceptance, final payment may be adjusted.

14. PRICES

Prices/discounts quoted shall be net, inclusive of all charges for transportation FOB Destination delivery. Quotes other than FOB Destination shall be considered non-responsive and shall be rejected. **Prices/discounts shall remain firm for the duration of the contract.**

15. LICENSES

Offeror must be licensed as a food service facility and must obtain a Montgomery County Department of Health 1-day permit for this event, contact number 240-777-3986. Proof of license and permit must be presented to the City on the day of the event meeting.

16. CERTIFICATION

Offeror must possess a ServSafe Certification and shall furnish their certificate with their proposal.

17. COMMUNITY DONATION

Offeror will package all leftover food and donate it to a homeless shelter of the Offeror's choice.

18. CONTRACTUAL CONTACT

Contractual questions must be addressed to Jessie J. Woods, Senior Buyer, Procurement Division, at jessie.woods@rockvillemd.gov or call (240) 314-8431.

19. EVENT CONTACT

Event questions must be addressed to Pacita Miller, at pmiller@rockvillemd.gov or (240) 314-8471.

20. W-9 FORM

Each proposer shall submit a completed W-9 form with their bid. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The successful proposer shall be required to deliver items for this event by the specified date. Confirm that your firm shall meet the delivery date mentioned and all specifications comply:

_____ YES _____ NO

PROPOSER'S COMPANY NAME _____

RETURN THIS FORM WITH PROPOSAL

SECTION IV

Request for Proposal

Pricing

The City reserves the right to add similar events with a similar scope of work at any time throughout the duration of this contract. The same or similar menu items shall be required. All other terms and conditions shall remain the same. The vendor shall receive ample notice from the City regarding new events not associated with this RFP.

Section IV: Pricing

PROPOSAL PRICING PAGE

All prices are to be in U.S. dollars. Proposer must complete the Proposal Pricing Page associated with this section of the RFP.

Events may be proposed upon individually, or as a whole. Each event requires its own proposal price.

DESCRIPTION	PRICE	NUMBER OF STAFF PROVIDED
A. EMPLOYEES AWARDS CEREMONY	\$ _____	_____
B. EMPLOYEES PICNIC	\$ _____	_____
<u>GRAND TOTAL (A-B)</u>	\$ _____	

GRAND TOTAL IN WORDS (A-B)

\$ _____.

Proposer Signature _____

Proposer email address _____

Proposer's company name _____

RETURN THIS FORM WITH PROPOSAL

SECTION V

Request for Proposal

Attachments

(ATTACHMENT B)
A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

- A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting

with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.
Signature and Title _____ Date _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2012 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **<CONTRACTOR'S NAME>** hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide **<DESCRIBE THE SERVICE>**

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP# and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B" ; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through **<TERM/ OR COMPLETION DATE>**

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

“A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit “A” by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City’s express written consent which may be withheld in the City’s sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor’s employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM \$>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.

(ATTACHMENT D)
SAMPLE FORM – DO NOT RETURN

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

City Clerk

By: _____
City Manager

ATTEST

<CONTRACTOR NAME>
By: _____ (Seal)

Print or Type Name

Print or Type Name

Print or Type Title

Print or Type Title

Approved as to form and legality:

City Attorney

(ATTACHMENT E)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN



CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
NON-CONSTRUCTION – 1/2017

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will be posted at: <http://rockvillemd.gov/Bids.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://rockvillemd.gov/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
 - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an

- d. unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
- e. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
- f. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- g. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- h. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance on previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.

15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **ELECTRONIC PAYMENT OPTION**
The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://rockvillemd.gov/index.aspx?NID=234>
26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor

28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
33. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.

37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
38. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: <http://www.rockvillemd.gov/documentcenter/view/74>
39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid 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 (the 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.
41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the

44. firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
45. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.
- The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.
46. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
47. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
48. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
49. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
50. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
51. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
- 52.

53. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that
54. materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

55. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
56. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
- Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

57. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
58. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/Bids.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

59. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://rockvillemd.gov/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=>
60. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
61. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
- i. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
 - j. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;

May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

- k. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - l. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - m. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - n. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
62. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
63. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
64. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
65. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
66. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
67. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- k. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - l. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - m. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - n. The quality of performance on previous contracts or services;
 - o. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - p. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - q. The quality, availability and adaptability of the goods or services to the particular use required;
 - r. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - s. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - t. Such other information as may be secured by the City having a bearing on the decision to award the contract.
68. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.

69. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
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(ATTACHMENT F)
REFERENCE FORM

Submit at least 3 references where your organization has rendered a similar type of catering service within the past 3 years.

Reference #1 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of catering services provided	

Reference #2 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of catering services provided	

Reference #3 Organization Name	
Contact Person Name	
Contact's Telephone Number	
Contact's E-mail	
Brief description of type of catering services provided	

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT G)

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

- 2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3 Contract obligations rest solely with the participating entities only;
- 2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

MWCOG RIDER - DO NOT RETURN WITH PROPOSAL