



City of Rockville
Rockville, Maryland

INVITATION FOR BIDS #03-23

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

**Bids Due by 2:00 PM (EST)
FRIDAY, OCTOBER 28, 2022**

ISSUED BY:
Gina Washington
Senior Buyer

Procurement Department
City of Rockville, City Hall
111 Maryland Avenue, 1st Floor
Rockville, Maryland 20850
Phone: (240) 314-8431
Fax: (240) 403-9321

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 economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.



Statement of "No Bid Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to rwwashington@rockvillemd.gov.

I/WE HAVE DECLINED TO BID ON **IFB 03-23**, titled **FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Are you a Minority, Female, or Disabled (MFD) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

 Authorized Signatory

 Printed Name

 Title

 Date

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS #03-23
FOUNTAIN AND INTERACTIVE WATER FEATURE
MAINTENANCE, TESTING AND REPAIR**

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**The Maryvale Park Splashpad Drawings, 13 pages are posted separately
Project Name Aquatix 1154861**

City of Rockville
IFB 03-23

Submittal Checklist and Signature

This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.

- _____ Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.
[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)
- _____ Did an authorized company representative sign the bottom portion of this of this page?
- _____ Did an authorized representative sign the Affidavit form?
- _____ Did you complete the reference form in attachment C?
- _____ Did you complete the warranty/maintenance information page 29?
- _____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to
<http://sdat.resiusa.org/UCC-Charter/Pages/CharterSearch/default.aspx>
- _____ Did you check the City’s website for any addenda and include a signed copy of each with your response?

Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.

PAYMENT TERMS: NET 30	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ____ DAYS	
COMPANY LEGAL NAME: _____	
ADDRESS: _____	
SUBMITTED BY: _____	
SIGN YOUR NAME	DATE
_____ PRINT YOUR NAME	
TELEPHONE# _____	FAX # _____
E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____	
<i>For informational purposes only – Is your company certified as a Minority, Female, or Disabled (MFD) business:</i> _____ yes _____ no _____ I choose not to respond	

INVITATION FOR BID #03-23
FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

SECTION I: PROJECT OVERVIEW

1.1 SECURED BIDS will be received electronically via a City designated bid receipt software solution until **2:00 PM EST, FRIDAY, OCTOBER 28, 2022**. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's **third party software solution provider's** computer server system.

ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

1.2 BACKGROUND

The purpose of this solicitation is to establish a contract for FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR at the Rockville Town Square Interactive Fountain the Rockville Courthouse Square Fountain, and the Maryvale Splash Pad. All work must be performed by a contractor of established reputation who is regularly engaged in the performance of the specified work and who maintain and makes available for this purpose, a regular force of skilled employees and equipment.

1.3 PROPOSED SCHEDULE – SCHEDULE OKAY

- A. IFB release date – FRIDAY, OCTOBER 7, 2022
- B. Pre-Bid Conference – FRIDAY, OCTOBER 14, 2022
- C. Questions Due – FRIDAY, OCTOBER 21, 2022
- D. **IFB closing date – FRIDAY, OCTOBER 28, 2022**

1.4 PRE-BID/SITE VISIT MEETING

An in-person pre-bid/site visit meeting will be held on **FRIDAY, OCTOBER 14, 2022, AT 10:00 am**; location for both fountains, starting at the interactive fountain and then walk to courthouse square fountain. Below are the addresses:

- a. Rockville Town Square Fountain – 131 Gibbs Street
- b. Rockville Courthouse Square Fountain – 27 Courthouse Square

This meeting is not mandatory; however, bidders are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-bid meeting. Bidders shall assume complete responsibility and liability for any and all visits.

1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to GINA WASHINGTON via **the City's Collaboration Portal only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> **NO LATER than 5:00 PM, FRIDAY, OCTOBER 21, 2022**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the **City's Collaboration Portal only** at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

Register For Virtual Bid Opening Here: [Register](#)

1.7 ADDENDUM

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 bidders, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of bids or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at **the City's Collaboration Portal** listed below:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

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

1.8 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.9 NOTICE TO BIDDERS

"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 Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

1.10 US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

1.11 QUALIFICATION 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, 1997) 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.

1.12 DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES 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.

1.13 COVID-19 VACCINATION REQUIREMENT

SEE SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS



CITY OF ROCKVILLE, MARYLAND

SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 3/2022

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 that have well known technical or trade meanings are used in accordance with such meanings.
2. **COVID-19 VACCINATION REQUIREMENT** The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
3. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

The bid proposal form must be filled out and submitted electronically. 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 electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder.

4. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
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 via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic, software solution
6. **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;

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- 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.

7. **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 or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution

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.

8. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that period.

9. **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.

10. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.

11. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.

12. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.

13. **MISTAKES** 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 specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

14. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.

15. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.

16. **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.

17. **SAMPLES** Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.

18. **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 store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

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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>

19. **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.
20. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids uploaded/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.
21. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
22. **EXECUTION OF CONTRACT** The awarded bidder shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.
23. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses which include travel time and mileage.
24. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.
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 free as part of the Finance Department's efforts to improve customer services.
26. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
27. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

- 28. PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
- 29. INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
- 30. DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- 31. 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.
- 32. DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

- 33. TERMINATION FOR DEFAULT** 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 may be made to the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid price, or, the work 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.
- 34. TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
- 35. ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
- 36. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

- 37. 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.

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38. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

39. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
40. **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.
41. **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.

42. **ADDITIONAL 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 without affecting 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 are being purchased.

43. **AUTHORITY OF THE CITY MANAGER IN 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 who shall notify the Contractor in writing of his determination. 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 unless an appeal is taken pursuant to City Purchasing Ordinance.
44. **INDEMNIFICATION OF THE 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 Mayor and 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 part of the Contractor, or subcontractors or agents of the Contractor.
45. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
46. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.

47. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

48. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

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

49. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the 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.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

50. **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.

51. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

52. **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.

53. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service 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.

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

- 54. 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.
- 55. SUBLETTING OR ASSIGNMENT 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.
- 56. OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
- 57. NO CONTACT DURING PROCUREMENT PROCESS**. It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

INVITATION FOR BIDS #03-23
FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

SECTION III: SPECIAL TERMS AND CONDITIONS

3.1 Point of Contact

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

3.2 Minimum Qualification Requirements

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

3.3 Contract Term

The anticipated terms of this contract shall be one fifteen (15) months from April 1, 2023 through June 30, 2024.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

3.4 Option to Renew Contract Period

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.

- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause must be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

3.6 **Estimated Quantities**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

3.7 **Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

3.8 **No Exclusive Contract/Additional Services**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

3.9 **Exceptions**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder's bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be

entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

3.10 Complete Information Required on Bid Form

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

3.11 Insurance Requirements

Prior to 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 electronically submit to the Procurement Division 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:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers’ Compensation</i> 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: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
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 (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

3.11.1 Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City’s Procurement Division. The Contractor shall electronically 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.

3.11.2 **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 the 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.

3.11.3 **Subcontractors – NO SUBCONTRACTORS**

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

Example:

Certificate Holder

The Mayor and Council of Rockville

City Hall

111 Maryland Avenue

Rockville, MD. 20850

3.12 **Cooperative Procurement**

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

3.13 **License and Support Agreements**

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

INVITATION FOR BIDS #03-23
FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK

4.1 PURPOSE

The purpose of this solicitation is to establish a contract for FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR at the Rockville Town Square Interactive Fountain, the Rockville Courthouse Square Fountain and the Maryvale Splashpad. All work must be performed by a contractor of established reputation who is regularly engaged in the performance of the specified work and who maintain and makes available for this purpose, a regular force of skilled employees and equipment.

The contractor shall supply all labor, equipment, supplies, materials and tools necessary to provide complete fountain maintenance, testing and repair services, as detailed in these specifications.

The fountains are located in public high-profile parks in downtown Rockville and within Maryvale Park.

4.2 LOCATION AND MANUFACTURER

1. Rockville Town Square Interactive Fountain
131 Gibbs Street, Rockville, MD
Project name/reference: P7651-4 Rockville Town Square Interactive Fountain
2. Rockville Courthouse Square Fountain
27 Courthouse Square, Rockville, MD
Project name/reference: P3355 Rockville Courthouse Square Fountain
3. Maryvale Splashpad - anticipated opening Spring 2023
812 First Street, Rockville, MD
Project name/reference: Aquatix project number 1154861-01-03

The anticipated opening for this fountain is Spring 2023. Contractor should refer to The Maryvale Park Splashpad Drawings, 13 pages are posted separately. Project Name Aquatix 1154861

For any additional questions regarding #1 and 2 above, the manufacturer contact information is:

The Fountain People, Inc.
P.O. Box 807
San Marcos, TX 78667
Phone: 512-392-1155
Fax: 512-392-1154
www.fountainpeople.com
www.waterodyssey.com

For any additional questions regarding #3 above, the manufacturer contact information is:

Aquatix by Landscape Structures
1101 McKinley Parkway
Delano, MN 55328
Phone: 877-632-0503
952-445-5135
<https://aquatix.playlsi.com/>

4.3 SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation.

4.4 CONTRACTOR QUALIFICATIONS

Contractor shall be of established reputation with a minimum of five (5) consecutive years' experience in fountain maintenance and repair, regularly engaged in the performance of the specified work and makes available, for this purpose, a regular force of skilled workers.

Contractor must be a certified pool operator in Montgomery County and certified in CPR/First Aid.

Contractor shall perform all specified work using skilled, bonded, and licensed technicians; supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of material, appearance, and workmanship to that which is usually provided by contractors in this trade.

Contractor shall be required to maintain an office staffed by company representatives during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m. Contractor shall have available at all times an email address and telephone number for 24 hour, 7 days a week, communication between the Contractor and the City's Contract Administrator.

In the event of an emergency, calls outside normal business hours (nights, weekends and holidays), the Contractor shall provide a contact name and telephone number, or provide the telephone number to a voice mail paging system or answering service. Messages left on voice mail or with an answering service must be responded to within 30 minutes after the call is placed.

Contractor shall assume full responsibility for any and all damages or claims for damage, for injury to persons, property, and equipment, which might result from any services performed under this contract.

The Contractors date of incorporation/organization must be more than 5 years before the date of release of this Bid Document.

4.5 REFERENCES

Bidder shall provide five (5) current commercial business references (see Reference form pages 32). Requirements for each reference is that Bidder must be primary contractor (no subcontracting), reference must be of comparable size and services in which similar services have been provided preferably to a local, county, state or federal government, a major housing development, college campus or business park.

Bidder must be the primary contractor for each reference provided, no subcontracted work shall be considered as a reference for this IFB.

Bidder shall have a well-established reputation with a minimum of five (5) consecutive years in providing fountain maintenance and repair services similar to services specified in this Invitation to Bid.

At least one reference must be for interactive fountain maintenance and repair.

4.6 LICENSE REQUIREMENTS

The Contractor and technicians shall be licensed and bonded in the State of Maryland.

Contractor must be a certified pool operator in Montgomery County and certified in CPR/First Aid.

Contractor shall provide a copy of the above referenced licenses with the bid submittal. If awarded, the Contractor's licenses shall be maintained in a current status throughout the term of the contract.

4.7 EMPLOYEES

Contractor shall maintain a fully qualified work force and shall make available throughout the period of the contract a sufficient number of employees to perform the required services within the hours indicated in the schedule and respond to more than one job at any given time should the need arise.

Contractor's employees are to carry identification as prepared by the Contractor. Identification information will include the employee's full name, photograph, company name, address, telephone number and the employee's identification number.

At all times, the Contractor shall provide, on-site, a properly trained and experienced English-speaking supervisor.

Employees of the Contractor shall be in uniform and display a neat and clean appearance. All employees shall be pleasant and courteous to the public and City staff during all work.

4.8 ACCIDENT PREVENTION AND PROTECTION OF CITY PROPERTY AND OCCUPANTS

Safety precautions shall be exercised at all times for the protection of persons and property. All Contractors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Contractor. Barricades and/or signage shall be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator.

4.9 SAFETY AND CLEANLINESS

Contractor shall provide for a neat, clean, and safe environment at all times during all work. Vehicles and all other equipment utilized on the contract must be in proper working order and present a neat, clean appearance.

Any fluid spills or spoils generated from equipment operations or maintenance are the sole responsibility of the contractor and must be handled according to all applicable regulations. All spills shall be cleaned up and damage repaired at the cost of the contractor.

Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any equipment and other materials related the work.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials
- Other property at the site or adjacent thereto.

The Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall notify the Contract Administrator and promptly remedy all damage or loss to property caused in whole or in part by the Contractor.

Contractor shall assume full responsibility for any and all damages or claims for damage, for injury to persons, property, and equipment, which might result from any services performed under this contract.

It is the responsibility of the contractor to bring all hazardous situations to the immediate attention of the Contract Administrator.

4.10 DEFICIENCIES IN WORK

Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the Contract Administrator. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within three (3) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the City shall place the Contractor in default, obtain the services of another vendor to correct the deficiencies, and charge the Contractor for these costs; either through a deduction from the final payment

owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

4.11 EXISTING UTILITIES

If required for any service work or repairs, the Contractor shall be responsible for locating all existing underground utilities in the work area and if in conflict with the proposed scope of work, seek acceptable modifications after consultation with the Contract Administrator.

4.12 WORK SCHEDULE

All scheduled services shall be scheduled Mondays through Saturdays between 7:00 A.M. and 9:00 P.M., and Sundays between 12:00 P.M. and 8:00 P.M. from May 1st through September 30th, seven (7) days a week (i.e. – testing/cleaning every day).

4.13 EMERGENCY SERVICE

Contractor shall provide emergency service 24 hours per day year-round. Emergency service shall include service requested by the Contract Administrator or department designee after normal business hours. Contractor shall respond to the emergency service request within 30 minutes and be able to arrive at the location of the emergency within **two hours** after call is received. In the event the contractor is nonresponsive, the City reserves the right to contact an alternative source to fit the needs of the City. Only hours worked on site shall be paid under this contract. Time spent for transportation of employees, material acquisition, handling and delivery, or for movement of Contractor's owned or rented equipment is not chargeable directly but is overhead and all costs shall be included in the fixed hourly rates requested on the bid proposal form.

4.14 LABOR, MATERIALS AND EQUIPMENT

Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance.

Contractor's equipment shall be of commercial quality, size and type suitable for the tasks specified in the requirements of this bid. All equipment and vehicles shall be kept and maintained in safe, optimum operation condition without leaking fuel or fluids. Contractor's vehicles used in the execution of this contract shall have the company name and and/or logo prominently displayed on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance. In addition, all vehicles and equipment used at the job site shall be in proper working order and meet all current local, state and federal safety requirements.

The fountain systems to be covered under this contract are The Fountain People, Inc. All replacement components for each system shall be OEM (original equipment manufacturer) in order to assure proper working order of each system, and to ensure that no warranties are voided.

Substitutions of materials other than OEM will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted component must be completely compatible with the original and must be approved in advance by the Contract Administrator. All repairs to the system shall be identical to the original installation unless otherwise approved in advance by the Contract Administrator.

The Contractor is required to furnish all materials; however, the City of Rockville reserves the right to furnish materials for work performed under the contract, when deemed in the City's best interest. Any and all materials and equipment provided by the Contractor shall be provided at cost to the City.

The City reserves the right to inspect the Contractor's material, workmanship and equipment at any time and to perform such investigations as may be deemed necessary.

4.15 MATERIAL SAFETY DATA SHEETS

By law, the City of Rockville will not receive any materials, products, or chemicals, which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received.

Maryland's Access to Information About Hazardous and Toxic Substances Law (The Right-To-Know Law) requires the City to maintain and distribute Material Safety Data Sheets (MSDS) for all hazardous materials used in City facilities. To meet this requirement, all products used as a result of this Invitation for Bid in which hazardous materials

are present, require a current MSDS published by the respective manufacturer for the specific formulation of the product shipped. MSDS shall be sent to the Contract Administrator prior to the use of materials at City facilities. The City reserves the right to require a MSDS for any product.

4.16 STORAGE

No materials or equipment shall be stored at any of the City facilities or on City property.

4.17 PAYMENT

The Contract Administrator shall make payment upon final inspection and acceptance of the work. Payment shall not be made for any work or material in any given delivery or shipment until the material has been properly accounted for, both as to quantity and compliance with the specifications, and accepted by the Contract Administrator. All warranties shall be provided to the City prior to payment.

The invoice, with the Purchase Order number referenced, shall be directed to:

City of Rockville, Department of Recreation and Parks
Attn: Alexandra Kramer – Administrative Specialist
14625 Rothgeb Drive
Rockville, Maryland 20850
akramer@rockvillemd.gov

4.18 ADDITIONS AND DELETIONS

The City reserves the right to increase or decrease the number locations.

While the City has listed all major services on the bid solicitation there may be ancillary services that may be purchased by the City during the term of this contract. Under these circumstances, the Contract Administrator or City representative will contact the Contractor to obtain a price quote for the ancillary services.

4.19 CONTRACT ADMINISTRATORS

Questions regarding the contract after award shall be referred to the Contract Administrators:

Rockville Town Square Interactive Fountain
Noel Gonzalez, Facilities Property Manager
14625 Rothgeb Drive
Rockville, Maryland 20850
Telephone: 240-314-8708
Email: ngonzalez@rockvillemd.gov

Rockville Courthouse Square Fountain
Rob Orndorff, Horticulturist
14625 Rothgeb Drive
Rockville, Maryland 20850
Telephone: 240-314-8708
Email: rorndorff@rockvillemd.gov

Maryvale Splashpad
Charles Reed, Parks Services Manager
14625 Rothgeb Drive
Rockville, Maryland 20850
Telephone: 240-314-8711
Email: creed@rockvillemd.gov

4.21 LOCATION REQUIREMENT – ROCKVILLE TOWN CENTER INTERACTIVE FOUNTAIN

131 Gibbs Street, Rockville, Maryland 20850

Frequency, Work Days and Hours: Daily maintenance and testing seven (7) days a week, while in operation (April – September each year). Spring Start-Up, Shut-Down and Winterization.

Cleaning shall take place between the hours of 10PM and 10:30AM, fountain must be turned on by 11am daily.

FOUNTAIN START-UP

On the Monday closest to April 15, the interactive fountain shall be started according to the manufacturer's instructions as follows:

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

1. Install pump, motor and solenoids (and associated equipment removed from prior winterization. Contract Administrator will supply the contractor with these parts, owned by the City, stored off site.
2. Lubricate pump bearings, as required.
3. Inspect all equipment for wear and loose bolts.
4. Test all GFIC breakers.
5. Reinstall all drain plugs.
6. Replace all filter cartridges with new.
7. Refill pool sanitizer.
8. Remove winter cover plates and deliver to Public Works Administration Building, 14625 Rothgeb Drive, Rockville, Maryland 20850.
9. Refit nozzles and lights.
10. Fill fountain basins with water.
11. Charge Chlorine Erosion Feeder system.
12. Fill Muriatic Acid Feeder system.
13. Calibrate and charge automated water treatment system.
14. Verify that all valves are completely open except for the Display Adjustment Valves. If not previously adjusted, these valves should be initially set at 50 percent open.
15. Start filter pump to verify that it is pumping water by checking the filter pressure gauge. Filter pressure should increase by at least 5 PSI when pump is started.
16. Start main pump and verify that it is pumping by checking the Discharge Pressure Gauge. Pressure should increase by at least 5 PSI when pump is started.
17. Set the time clock programming for the appropriate operating times. Operating times to be determined by Contract Administrator.
18. Observe complete fountain operation for at least ten minutes to verify proper operation.
19. Before leaving fountain, verify that sump pumps are operational and that all selector switches are in their "AUTO" positions.
20. Clean all trash and debris from the fountain basin/ reservoir. The contractor shall remove all debris (paper, cans, glass, stones, sticks, etc.) collected from annual start-up from the entire site. Debris shall be disposed of off-site at the Contractor's expense.
21. Contractor must be available for the annual county health inspection that is conducted before the fountain can open.

Contractor shall notify Contract Administrator that start-up is complete. Contract Administrator will inspect and accept work by before payment is made

Pricing for start-up will be for startup ONLY – fountain is not used/active until May 1 and will not require daily maintenance before then.

DAILY MAINTENANCE AND TESTING

1. Test water for chemical balance and record readings from both automatic controls and manual DPD test kit.
2. Check the water level in the reservoir.
3. Clean all trash and debris from the fountain basin/ reservoir. The contractor shall remove all debris (paper, cans, glass, stones, sticks, etc.). Debris shall be disposed of off-site at the Contractor's expense.
4. Check fountain ring for trash and debris, clean as necessary.
5. Check vault sump pump. The sump pump is not a continuous duty pump.
6. Check and clean all skimmer baskets for debris.
7. Check and clean Y-Strainer.
8. Check and clean T-Strainer.
9. Check and clean solenoids as necessary
10. Exchange the cartridge filter element for one that has been cleaned.
11. Check Chlorine Erosion Feeder levels and fill if necessary.
12. Check Muriatic Acid Feeder levels and fill if necessary.
13. Check Automated Water Treatment System levels and fill if necessary.
14. Observe fountain operation for at least ten minutes to verify proper operation and the absence of leaks.

SHUT-DOWN AND WINTERIZATION

The interactive fountain shall be shut down and winterized according to the manufacturer's instructions as follows:

Shut-Down

Fountain must be shut-down September 30

1. Turn all pump and lighting circuit breakers OFF. Do not turn off any circuit breaker that powers a proactive device such as a sump pump or vent fan.
2. Before leaving fountain, verify that sump pump is operational.
3. Drain fountain basins, remove nozzles, and plug open pipes or otherwise seal to prevent debris from getting into the piping system. In addition, verify that no chemicals have been left in skimmers or chemical feeders.
4. Clean all trash and debris from the fountain basin/ reservoir. The contractor shall remove all debris (paper, cans, glass, stones, sticks, etc.) collected from annual shutdown from the entire site. Debris shall be disposed of off-site at the Contractor's expense.

Winterization

Fountain must be winterized no later than October 5

1. Remove pump, motor and solenoids (and associated equipment) and deliver to Public Works Administration Building, 14625 Rothgeb Drive, Rockville, Maryland 20850
2. Remove all nozzles, light rings, and can covers and deliver to Public Works Administration Building, 14625 Rothgeb Drive, Rockville, Maryland 20850.
3. Install drain plugs in all cans.
4. Drain all fountain basins completely. Remove and store drain plugs and standpipes in fountain vault.
5. Install winter cover plates.
6. Drain all equipment and piping within the vault.
7. Drain reservoir, verify sump pump and electric space heater for proper operation.
8. Using an air compressor, blow out water from filters and/or piping.
9. Contractor shall notify Contract Administrator that shutdown is complete. Contract Administrator must inspect and accept work before payment is made.

Pricing for shut-down and winterization will be for shut down/winterization ONLY fountain is not used/active after September 30 and daily maintenance is not needed after then.

4.22 LOCATION REQUIREMENT – ROCKVILLE COURTHOUSE SQUARE FOUNTAIN

27 Courthouse Square, Rockville, Maryland 20850

Frequency, Work Days and Hours: Weekly maintenance and testing, while in operation (April – September each year). Spring Start-Up, Shut-Down and Winterization.

Cleaning shall take place between the hours of 10PM and 8AM. Fountain hours are 8AM to 10PM, fountain lights are on from dusk to dawn.

FOUNTAIN START-UP

On the Monday closest to April 1, the fountain at Courthouse Square Park shall be started according to the manufacturer's instructions as follows:

1. Clean all trash and debris from the fountain basin/reservoir. The contractor shall remove all debris (paper, cans, glass, stones, sticks, etc.) collected from annual start-up from the entire site. Debris shall be disposed of off-site at the Contractor's expense.
2. Lubricate pump bearings as required.
3. Test all GFIC breakers.
4. Reinstall all drain plugs.
5. Replace all filter cartridges with new.
6. Fill fountain basins with water, per fill procedure:
 - a. Verify that the basin is clean and free of debris
 - b. Verify that all underwater lights and junction boxes are sealed, potted, and properly installed.
 - c. Install all drain plugs
 - d. Verify that all equipment in vault is sealed, i.e. strainer lids are secured and drain valves are closed.
 - e. Slowly open the water supply isolation valve.

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

- f. Turn the water fill valve control switch to its ON position. (Fountain should automatically fill to its normal level and then stop filling.)
7. Verify that all valves are completely open except for the Display Adjustment valve which should be open to 50% open.
8. Start the filter pump and verify that it is pumping water by checking the filter pressure gauge. Pressure should increase by at least 10 PSI when pump is started.
9. Start main pump and verify that it is pumping water by checking the "Discharge Pressure" gauge. Pressure should increase by at least 10 PSI when the pump is started.
10. Set the time clock programming for the appropriate operating times. Operating times to be determined by Contract Administrator.
11. Observe fountain operation for at least ten minutes to verify proper operation and the absence of leaks due to an open drain, etc.
12. Contractor shall notify Contract Administrator that start-up is complete. Contract Administrator will inspect and accept work by before payment is made.

WEEKLY MAINTENANCE AND TESTING

1. Clean all trash and debris from the fountain basin/reservoir. The contractor shall remove all debris (paper, cans, glass, stones, sticks, etc.) collected from annual start-up from the entire site. Debris shall be disposed of off-site at the Contractor's expense.
2. Verify that water level is adequate in fountain basin. If water level appears low, check water level make-up system, and verify that all controls are operating in their "AUTO" mode. Check basin float housings to make sure they are in the proper position.
3. Inspect and clean all pump suction strainers and filters.
4. Check and clean skimmer basket for debris.
5. Check and clean in-line strainers (2).
6. Test pool water for proper chemical balance and adjust if required to maintain proper chlorine balance and to prevent algae growth.
7. Verify that sump pump is operational.
8. Verify that all lights located in the fountain are operational and replace or repair lights as needed.

SHUT-DOWN AND WINTERIZATION

On the first Friday following November 1, the Courthouse shall be shut down and winterized per the manufacturer's instructions as follows:

1. Turn all pump circuit breakers OFF. Do not turn off any circuit breaker which powers protective device such as a vent fan or sump pump.
2. Turn off fresh water supply valve.
3. Verify that sump pump is operational.
4. Drain fountain basin by opening stopcock valve on the base of the strainer basket housing.
5. Drain all pumps and in-line strainers (2).
6. Turn off ventilation system for equipment.
7. **Do not turn power off to sump pump**
8. Contractor will notify Contract Administrator that shutdown is complete. Contract Administrator will inspect and accept work before payment is made.
10. Remove pump, motor and solenoids (and associated equipment). Parts to be given to the Contract Administrator to be stored off site.
11. Drain all fountain basins completely. Remove and store drain plugs and standpipes in fountain vault.
12. Install winter cover plates.
13. Drain all equipment and piping within the vault.
14. Drain reservoir, verify sump pump and electric space heater for proper operation.
15. Using an air compressor, blow out water from filters and/or piping.
Contractor shall notify Contract Administrator that shutdown is complete. Contract Administrator must inspect and accept work before payment is made.

4.23 LOCATION REQUIREMENT – MARYVALE SPLASHPAD – anticipated opening Spring 2023

812 First Street, Maryland 20850

Frequency, Work Days and Hours: Daily maintenance and testing seven (7) days a week, while in operation (April – September each year). Spring Start-Up, Shut-Down and Winterization.

Cleaning shall take place between the hours of 10PM and 6AM, fountain must be turned on by 11am daily.

FOUNTAIN START-UP

On the Monday closest to April 15, the interactive fountain shall be started according to the manufacturer's instructions as follows:

1. Turn on water service for splash pad.
2. Remove winterization covers/plugs.
3. Clean structures and spray down pad.
4. Pump out and clean underground water tank.
5. Fill water tank with water to operating level.
6. Prepare all recirculation equipment for seasonal use.
7. Test equipment and controls for seasonal use.
8. Fill chemical feeders.
9. Turn on filtration skid system and chemically treat.
10. Turn on Feature pump and adjust spray flows.
11. Remove nozzle assembly of all above ground structures and ground spray effects.

Pricing for start-up will be for startup ONLY – fountain is not used/active until May 1 and will not require daily maintenance before then.

DAILY MAINTENANCE AND TESTING

1. Check chemical levels and adjust as needed.
2. Test water for chemical balance and record readings from both automatic controls and manual DPD test kit.
3. Check the equipment for visible pipe blockage at the water discharge points.
4. Check the flow control valve position(s).
5. Check the pump that supplies water to the play feature to ensure that it is operating properly and that the hair/lint strainer is not plugged.
6. Check/clean strainers if needed.
7. Check/clean/backwash filters if needed.
8. Check/clean water tank of debris if needed.
9. Check/clean splash pad area if needed.
10. Clear any nozzles of debris if needed.
11. Visually inspect the equipment on a daily basis for:
 1. Signs of vandalism/wear/damage/loose or missing components that would make the equipment unsafe
 2. Loose or missing fasteners (nuts, bolts, clamps, cables, screws, etc.)
 3. Equipment damage (improperly secured, work, missing or damaged structures, support arms, brackets, protective covers, base skirts, handles, nozzles, etc.)
 4. Equipment malfunction (loose, missing, worn, damaged equipment components)
 - If component replacement is required, replace with new component of same type/design. DO NOT REUSE COMPONENT
 5. It is not recommended to re-use flange mounting gaskets
12. Exchange the cartridge filter element for one that has been cleaned.
13. Check Chlorine Erosion Feeder levels and fill if necessary.
14. Check Muriatic Acid Feeder levels and fill if necessary.
15. Check Automated Water Treatment System levels and fill if necessary.
16. Observe fountain operation for at least ten minutes to verify proper operation and the absence of leaks.

SHUT-DOWN AND WINTERIZATION

Splashpad must be shut down by September 30 and winterized no later than October 5

The interactive fountain shall be shut down and winterized according to the manufacturer's instructions as follows:

1. Drain water tank, all plumbing and equipment
2. Pour non-toxic anti-freeze into all plumbing.
3. Install winterization covers/plugs.
4. Turn off water service.
5. Winterize equipment systems.
6. Remove nozzle assembly of all above ground structures and ground spray effects.

Pricing for shut-down and winterization will be for shut down/winterization ONLY fountain is not used/active after September 30 and daily maintenance is not needed after then.

4.24 OPTIONAL SERVICES

- A. When as a result of winterization, spring start up and inspection, or for other reasons, major repairs, alterations or services on the fountain systems are found to be necessary, the Contractor shall inspect the work needed and provide a "Not-To-Exceed" written cost estimate to perform the work and a time schedule for completion. For any materials over \$250.00 the contractor shall provide materials cost sheets.
- B. Written estimates must include a brief description of the work estimated labor hours, material costs and estimated completion date. Upon approval of the estimate by the Contract Administrator, the Contractor shall proceed with the work. Labor shall be billed at the hourly rates provided by the Contractor on "Hourly Rates" section of the Bid Proposal Form. Payment for additional work will be made per "GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS" paragraph 24 "PAYMENT".

**INVITATION FOR BIDS #03-23
FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR**

SECTION V: BID PRICING FORM

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

SECTION A – START UP AND SHUT DOWN/WINTERIZATION				
LOCATION	START UP	SHUT DOWN/ WINTERIZATION		TOTAL
Rockville Town Square Interactive Fountain	\$	\$		\$
Rockville Courthouse Square Fountain	\$	\$		\$
Maryvale Splashpad	\$	\$		\$
TOTAL – SECTION A				\$
SECTION B – MAINTENANCE AND TESTING				
LOCATION	FREQUENCY	MONTHLY PRICE		TOTAL
Rockville Town Square Interactive Fountain	DAILY	\$	X 5 MONTHS	\$
Rockville Courthouse Square Fountain	WEEKLY	\$	X 7 MONTHS	\$
Maryvale Splashpad	DAILY	\$	X 5 MONTHS	\$
TOTAL – SECTION B				\$
GRAND TOTAL – (SECTION A AND B ABOVE)				\$

GRAND TOTAL IN WORDS _____

(\$ _____)

**OPTIONAL SERVICES HOURLY RATES AND MATERIAL
HOURLY RATES (LABOR ONLY)**

<u>Labor Classification</u>	<u>Regular Rate</u>	<u>Emergency Rate</u>
Fountain Technician	\$_____/hr	\$_____/hr
Helper	\$_____/hr.	\$_____/hr.

MATERIALS

Materials Mark-up _____ %

RETURN THIS PAGE WITH BID

BIDDER NAME _____

QUESTIONNAIRE

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

INSURANCE

If awarded, Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with the City of Rockville’s Insurance Requirements. Confirm that you have read the Insurance Requirements and that your firm will be able to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified.

 YES

W-9 FORM REQUIRED

Each bidder shall submit a completed W-9 form with their quote. In the event of contract award, this information is required in order 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>

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.

EMERGENCY CONTACT NAME: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

EMERGENCY SERVICE (24hr.) PHONE: _____

OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS BID.
BIDS ARE DUE ON FRIDAY, OCTOBER 28, 2022, BY 2PM (EST)

RETURN THIS PAGE WITH BID

BIDDER NAME _____

Warranty/Maintenance Information

Please supply the following information during and after the warranty period (attach additional pages as required).

During the warranty period:

1. Maintenance (service) is available from (company name, address and contact telephone):

2. The Warranty length is (minimum of ten years) _____

3. Detail what the warranty does not include:

After the warranty period

4. Maintenance (service) is available from (company name, address and contact telephone):

5. What is the usual delay period between the time service is requested and the arrival time of the service personnel?

RETURN THIS PAGE WITH BID

BIDDER NAME _____

ATTACHMENT A AFFIDAVIT

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 no, 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 _____

ATTACHMENT B
CONTRACTOR'S INFORMATION REPORT/REFERENCES

In order to be considered for award the Bidder must complete in its entirety and submit with the bid. The bidder must answer all questions. If a question does not pertain to the bidder's organization in any way, indicate that fact with the symbol N/A. If additional space is required, attach continuation sheets and clearly indicate the question being answered. The City reserves the right to verify any information contained within this report and to request additional information or clarification.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder, including past performance with the City of Rockville, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the services herein.

Submitted by: _____

Name of Firm: _____

1. How many years has your organization been business under your present business name (date of incorporation/organization)? _____

2. How many years has your present organization been actively engaged in the type of work to be performed under this contract? _____

3. If a corporation, answer the following:

Date of incorporation _____

State of incorporation _____

President's name: _____

Vice-president(s) name: _____

Secretary's name: _____

Treasurer's name: _____

If an individual or a partnership, answer the following:

Date of organization: _____

4. Name and address of all partners (State whether general or limited partnership)

5. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

RETURN THIS PAGE WITH BID

BIDDER NAME _____

ATTACHMENT C

INVITATION FOR BID 03-23

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

2. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

3. Company Name _____
Bidder was Primary Contractor? (Y/N) _____
Address: _____
Contact Person: _____ Current phone # _____
Current Email: _____
Contract Amount: _____ Name of project supervisor: _____
Contract Term: _____
Project Description: _____

RETURN THIS PAGE WITH BID

BIDDER NAME _____

LIST TWO CONTRACTS COMPLETED BY YOUR FIRM

4. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

5. Company Name _____
 Bidder was Primary Contractor? (Y/N) _____
 Address: _____
 Contact Person: _____ Current phone # _____
 Current Email: _____
 Contract Amount: _____ Name of project supervisor: _____
 Contract Term: _____
 Project Description: _____

RETURN THIS PAGE WITH BID

BIDDER NAME _____

SAMPLE
C O N T R A C T
For Machinery, Supplies, and/or Services

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND SUPPLIER OR CONTRACTOR

This Agreement, made this day of , **22** , by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL"
and

(A) _____

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter
named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum
of _____ dollars (\$ _____)

ARTICLE 2. The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be
acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required
by Maryland Law.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor
Described in the specifications entitled _____

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid
specifications, which it may deem proper, without affecting or making void this contract; and in such cases the
COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount
herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case
any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such
alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall
decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for
the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently
or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled
workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or
disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any
provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving
the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the
machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the
request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and
that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of
them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein
contained.

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

ARTICLE 9. The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and 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, his servants or agents or to other cause.

ARTICLE 10. 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 INITIO, 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.

ARTICLE 11. The CONTRACTOR agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.

IN WITNESS WHEREOF, the said (A) _____ and
the COUNCIL have caused these presents to be signed and sealed.

For
Corporations.

Corporation: _____

*By: _____ (Seal)
(Either president or vice-president. If other person is authorized,
authorization in form of corporate resolution must be attached.)

Witness: _____
(Should be secretary or Asst. secretary.)

FOUNTAIN AND INTERACTIVE WATER FEATURE MAINTENANCE, TESTING AND REPAIR

*Corporate seal must be impressed through name of person signing for corporation.

For individuals
or partnerships.

Name: _____ (Seal)
(Either owner or partner)

Witness: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By _____ (Seal)
City Manager

ATTEST:

City Clerk/Director of Council Operations
Approved as to form and legality

City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.