



## **Request for Proposals**

### **City of Westminster Standby Emergency Generator**

**The City of Westminster  
45 W. Main Street  
Westminster, MD 21157  
Purchaser: Lydia Colston**

**[Bids.Generator@westgov.com](mailto:Bids.Generator@westgov.com)**

***RFB #22-07  
August 23, 2021***

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**CITY OF WESTMINSTER**  
45 West Main Street  
Westminster, Maryland 21157

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**TELEPHONE**  
**Local (410) 848-9000**  
**Baltimore Line (410) 876-1313**  
**[www.westminstermd.gov](http://www.westminstermd.gov)**

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Date: August 23, 2021

To: Firms Interested in Submitting a Proposal

From: Lydia Colston, Director of Finance & Administrative Services

Re: Request for Proposals by the City of Westminster for Standby Emergency Generator

The Mayor and Common Council of Westminster (“the City”) requests proposals (hereinafter, a “Bid” or “Proposal”) for a Standby Emergency Generator in accordance with the attached Contract documents. By submission of a Proposal, the Proposer represents that it has the ability to comply with all requirements contained therein. The City reserves the right to reject any or all proposals or any portion thereof.

**Sealed proposals consisting of all required Bid Forms should be submitted to Lydia Colston, Director of Finance and Administrative Services, 45 West Main Street, Westminster MD 21157, no later than 2:00 p.m. on Wednesday, September 22, 2021. Sealed bids must be clearly marked “Proposal for Standby Emergency Generator” on the outside of the envelope.**

All blanks on each form submitted in connection with the Request for Proposals must be filled in, and no change shall be made to the items described in the form. All Proposals must be signed in ink by the Proposer, with signature in full. Proposals must be good for ninety (90) days.

Proposals will be publicly opened and read aloud at 2:15 p.m. on Wednesday, September 22, 2021. The bid opening will be held at 45 West Main Street, Westminster, MD 21157.

This Request for Proposals will be placed on the City website at:

<http://www.westminstermd.gov/bids.aspx>

Any bid addenda will be posted on the City website at <http://www.westminstermd.gov/bids.aspx>. Prospective proposers who have questions regarding this Request for Proposals should email their questions to [Bids.Generator@westgov.com](mailto:Bids.Generator@westgov.com). The closing time for submission of questions is 4:30 p.m. on Tuesday, September 7, 2021. All questions and the associated answers will be posted on the City website at <http://www.westminstermd.gov/bids.aspx>.

To receive notification that information regarding this Request for Proposals has been posted to the City website, proposers are encouraged to register with the City by providing their firm name, name of firm representative, and email address for the firm's point of contact to:

[Bids.Generator@westgov.com](mailto:Bids.Generator@westgov.com).

## **REQUEST FOR PROPOSALS**

### **City of Westminster Standby Emergency Generator RFB #22-07**

**August 23, 2021**

#### **I. GENERAL INFORMATION**

The Westminster Police Department is committed to providing high-level, professional law enforcement and public safety services to the City of Westminster, its residents, and the public who visit. To meet this commitment, the Westminster Police Department must have continuous access to electrical power to meet the needs of the communications center, as well as ensure officers have access to records and reports contained within computers.

#### **II. SCOPE OF WORK**

The products included in the proposal must be capable of providing electrical power to the Westminster Police Department headquarters building for a minimum of 48 continuous hours. This RFP includes all hardware, electrical components and support and structural components. Any system procured and installed under this Contract must be in compliance with all material and code elements of the specifications. Any changes must be approved by the City of Westminster and documented in writing.

##### **A. Equipment**

1. Proposals must include one generator and all electrical hardware.
2. Proposals shall include a diesel fuel cell capable of supplying power for a minimum of 48 hours.
3. Proposals shall include a support structure or base structure required for the generator to be mounted on.
4. Equipment proposed must have the ability to supply power to the entire building.
5. Equipment proposed must have the ability to operate continuously for a minimum of 48 hours.
6. Proposals shall include the hardware and any software needed to operate the unit.

##### **B. Services**

Proposals shall include ongoing support and maintenance for the equipment installed including any software supplied.

**C. Installation** – The Proposer shall address in its response all pertinent elements and methodologies of installation including, but not limited to, the following:

1. Planning;
2. Sourcing/product acquisition;
3. Delivery/set-up/storage/security;
4. Installation;
5. Disconnecting existing diesel and prep for removal;
6. Removal of existing transfer switch;
7. Install any pad required for generator, if required; and,
8. Work with utility company during change over.

### **III. EVALUATION AND AWARD**

The City's designated staff will weigh the Proposals based on the Proposer's references, qualifications, and support, as well as technical merit, cost, and the proposed system plan.

In awarding the Contract, the review team may take into consideration the Proposer's skill, facilities, capacity, experience, support capabilities, previous work record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant by the City. The Proposer's failure to provide sufficient information to persuade the reviewers that it has adequate capabilities and resource with respect to these areas may be cause for rejection of the Proposal. The Proposer is required to disclose whether any of its owners, directors, officers, or principals is closely related to any City employee.

Each Proposal will be evaluated utilizing these evaluation criteria, based on a 100-point scale.

<b>Item Evaluated</b>	<b>Possible Points</b>
1. System capabilities	25
2. Firm's prior experience and references	20
3. Installation capability	20
4. Ongoing support capability	20
5. Quality of RFP Response Documents	5
6. Cost*	10
<b>TOTAL</b>	<b>100</b>

A. An explanation of each factor is listed as follows.

1. **System Capabilities: 25 points**

System evaluation points will be based on the ability of the system to meet the project needs.

2. **Firm Experience: 20 points**

Proposer evaluation criteria points are based on similar project references and years in business performing work similar in nature to this project.

3. **Installation Capability: 20 points**

Installation capability is based on the qualifications of certified technicians.

4. **Ongoing Support Capability: 20 points**

Ongoing support capability is based on the qualifications of local certified and trained technicians to provide support services after installation.

5. **Quality of RFP Response: 5 Points**

Quality of proposal is based on the overall quality and presentation of the Proposal documents, taking into account the completeness and organization of the proposal.

6. **Cost: 10 points**

Lowest cost proposal will be awarded 10 points. Higher-priced proposals will be awarded points based on the ratio of the firm's bid price to the lowest bid price.

# CITY OF WESTMINSTER, MARYLAND

## INSTRUCTIONS TO BIDDERS

### 1. BIDS:

Sealed Bids will only be accepted by the Mayor and Common Council of Westminster (“the City”) if submitted in accordance with these instructions, the General Conditions, and any other attached Bid documents.

### 2. RESERVATIONS:

a. The City reserves the right to waive formalities or technicalities in bids as the interests of the City may require.

b. The City may waive minor differences in specifications, provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.

c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids, or bids obviously unbalanced may be rejected.

d. The City reserves the right to award Contracts on a lump sum or an individual item basis, or such combination thereof as the interests of the City may require.

e. The City reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work, if in the City’s judgment, the City’s best interests will be served by doing so.

f. Any contract resulting from this solicitation will be awarded to the bidder who has submitted the proposal most advantageous to the City in its sole discretion, considering such things as the price and the bidder’s qualifications, experience and references, in addition to any other factors identified in the Scope of Work.

### 3. QUALIFICATIONS OF BIDDERS:

The City may make such investigation as it deems necessary to determine the ability of the bidder to furnish the services and the bidder shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any bid if the evidence submitted by the bidder or an investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

### 4. REQUIRED ATTACHMENTS TO BIDS:

Each Bid shall be accompanied by the following which are attached herewith:

- a. Bid Form
- b. Schedule of Values
- c. Experience Record Form

- d. List of References
- e. Vendor Responsibility Form
- f. Equal Opportunity Employer Form
- g. Affidavit of Non-Collusion and Non-Conviction
- h. W-9 Form
- i. Bid Bond (10%)

**5. ACCEPTANCE OR REJECTION OF BIDS; RESERVATIONS:**

The City will accept or reject bids within sixty (60) days of the date set for opening bids. The City reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the City's sole discretion, be in the best interest of the City, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget, and scheduling constraints.

**6. NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:**

The successful bidder agrees to sign a contract in substantially the form included as Exhibit A in the Request for Bids (except that certain additional provisions may be required of non-corporate contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting bids and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the bidder to do so may result in the loss of its bid security and/or its award of bid.

**7. BID WITHDRAWALS:**

Prior to the time of opening, bids may be withdrawn only upon written request received from bidder. No bidder may withdraw its bid for a period of sixty (60) days after the opening of bids.

**8. ADDENDA:**

Any addenda issued after the Invitation to Bid and before the opening of bids shall be covered in the proposal, and in closing the contract they shall become a part thereof. Bidders will be required to submit a signed and dated copy of the addenda as acknowledgement of receipt.

**9. SPECIFICATIONS:**

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the City before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the bid and the specifications.

## 10. BONDS:

If applicable performance and payment bonds in the amount of 100% of Contract is required. Sample formats are provided in the Contract Documents.

## 11. TAXES:

The Contractor shall pay all sales, consumer, use, and other similar taxes required by applicable law to be paid with respect to the work performed or the materials or equipment furnished. The City of Westminster is exempt from the payment of such taxes with respect to items purchased directly.

## 12. BID FORMS:

A. The Bid Form and attachments are included in the bid package. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Form. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, or scheduled items resulting in a bid on a unit of construction or a combination thereof, or other bidding arrangements. Unless specifically called for, alternate bids will not be considered.

Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any items is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

Bids shall be based on products, materials, and methods named in the contract documents.

The Bidder must detach the completed Bid Form and required attachments and submit them in a sealed, opaque envelope bearing the bidder's name and address at the time and place indicated on the Invitation to Bid. Bids may be modified or withdrawn at any time prior to the opening of bids. Signing of bids shall comply with instructions on the Bid Form.

B. The bidder assumes full responsibility for timely delivery at location designated for receipt of bids. Bids received after the designated time for the public bid opening will be returned to the bidder unopened.

C. Bids will be publicly opened and read aloud at the time and place set forth in the Invitation to Bid. Only bid totals will be publicly read at the Bid Opening. Bidders and other interested parties may be present either in person or by representative. Unit prices will be made available after verification by the City. In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the bid, unit prices will govern.

### **13. EXECUTION OF THE CONTRACT:**

The form of the Agreement is included with the bid package as Exhibit A. Changes may be made to the Agreement form at the sole discretion of the City and the bidder should not rely on an expectation of changes in the Agreement form.

The Bidder to whom the contract is awarded shall return two copies of the Agreement and such other documents as required by the contract documents properly executed to the City within seven (7) days after the date of issuance of the Notice of Award. The Owner will execute the contract within seven (7) days after receipt of the Contractor's executed Contract Form.

Failure by the bidder to execute the contract and submit such other documents as required by the contract documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under contract or otherwise, as the City may decide.

By executing the contract, the bidder represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the contract documents, the work, and the site, and all federal, State and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that it has correlated its study and observations with the requirements of the contract documents. The bidder also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the contract documents and made such additional surveys and investigations as it deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that it has correlated the results of all such data with the requirements of the contract documents.

### **14. AFFIDAVIT OF NON-COLLUSION AND NON-CONVICTION:**

Pursuant to § 16-311 of the State Finance and Procurement Article of the Annotated Code of Maryland, any person who has (1) been convicted of bribery, attempted bribery or conspiracy to bribe, under laws of any state or of the federal government; (2) been convicted under a State or federal law or statute of any offense enumerated in § 16-203 of this title; or (3) been found civilly liable under a State or federal antitrust statute as provided in § 16-203 of this Title 16 shall be disqualified from entering into a contract with the Owner.

A bidder shall complete and submit with its bid the attached notarized Anti-Bribery Affidavit. The affiant shall also swear or affirm under the penalties of perjury that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price and shall also contain an affirmation that the bidder shall not knowingly enter into a contract with the City under which a person or business debarred or suspended under Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

### **15. BID SUBMITTAL LIMIT:**

A bidder may submit only one bid for each contract. More than one bid from an individual, firm or partnership, corporation, or association under the same or different names will not be

considered, and will be considered grounds for disqualification of the bids involved, and rejection of the bids.

**16. GRANT-FUNDED CONTRACTS:**

The Contract may be funded, in whole or in part, using federal or State grant funds and may therefore be subject to conditions imposed by regulations of the governmental entity providing such funds. Such funding, if any, will be identified in the description of the work or services included with this Request for Bids. It is the bidder's responsibility to determine the scope and requirements of and to comply with the terms of any regulations relating to or governing the use of such grant funds. Such regulations may under certain circumstances include, but are not limited to, payment of prevailing wage rates, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods of time, and/or approval of subcontracts.

**17. SUBMISSIONS ARE PUBLIC INFORMATION:**

The affidavit required by Section 14 of these Instructions to Bidders shall also indicate the bidder's understanding that all documents, information, and data submitted in its bid/proposal shall be treated as public information unless otherwise indicated.

## GENERAL CONDITIONS

### GC 1. Disputes

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the City shall be final and binding on both parties.

### GC 2. Completion of Work

If the Contractor is delayed at any time in the completion of the Services by any act or negligence of the City, or by any act or negligence by separate Contractor employed by the City, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the permissible extent of such delay.

### GC 3. Failure to Deliver

In the event the Contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the Contract, then the City will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the City as a result thereof.

### GC 4. Bonds

If applicable performance and payment bonds in the amount of one hundred percent (100%) of Contract amount is required.

### GC 5. Insurance

The Contractor shall maintain insurance coverages and shall provide Certificates evidencing such insurance as required in Section 7 in the Agreement.

### GC 6. Indemnification

The Contractor will be required to indemnify, defend, and hold the City harmless against all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any claims made or liability to any person or persons by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the City in connection with such claim or liability.

GC 7. Inspection.

The City has the right to inspect and test all services and materials called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to Contract specifications, the City may require the Contractor to perform the service or again provide a replacement product in conformity with Contract specifications, at no increase in Contract amount.

**BID FORM**  
**RFB #22-07**  
**STANDBY EMERGENCY GENERATOR AND HARDWARE**

The Bidder declares that it has carefully examined and understands the specifications and form of Contract; that it has made such careful examination as is necessary to become informed as to the character and extent of the work required; and that it agrees, if the proposal is accepted, to Contract with the City of Westminster, in the form of Contract hereto attached, to do the required work in the manner set forth in the specifications.

The undersigned acknowledges receipt of Addenda numbers \_\_\_\_ through \_\_\_\_, and this Bid reflects the modifications therein.

The Bidder proposes to furnish all materials and labor, requisite and proper, and to provide all necessary machinery, tools, apparatus, and means for performing the work, and the doing of all the above-mentioned work, in the manner set forth, described, and shown in the specifications and within the time shown on the proposal for the following lump sums and/or unit prices: See Attached Schedule of Values.

All work included in the specifications to make a complete and workable installation is to be paid for under the total prices Bid for the various items of work. **The absence from the proposal form of specific bid items for any work included in the specifications means that the cost of any such work contemplated by the specifications must be included in the total price bid.**

The Bidder must sign here, and the Bidder's address must be given. In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe its name and office. The seal of the corporation shall be affixed and duly attested by its secretary or other authorized officer.

\_\_\_\_\_  
Bidder, Firm, or Corporate Name

\_\_\_\_\_  
Address

By \_\_\_\_\_ (SEAL)  
Bidder, Firm Member

\_\_\_\_\_  
Signature

ATTEST:  
\_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE OF VALUES

Item Numbers	Approximate Quantities	Description of Items	Unit Price Dollars.Cents	Amounts Dollars.Cents
1	1	200kw diesel generator		
2	1	800 Ampere, NEMA3R, 3 phase, 4 wire service rated transfer switch		
3	1	800 Ampere circuit breaker		
4		Waterproof enclosure		
5	1	Block heater, battery charger, service receptacle, annunciator and start circuit		
		<b>TOTAL FOR BID ITEMS # 1-5</b> _____	<b>TOTAL</b>	\$ _____

**All quantities are for bid purposes only**

TOTAL PROJECT BID PRICE \$ \_\_\_\_\_

Written in words

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_



**EXPERIENCE RECORD (Cont.)**

Have you ever defaulted on a construction project?      Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, give Name of Owner, Name of Bonding Company and circumstance:

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\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

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

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

## REFERENCES

The Bidder shall furnish a list of three (3) references for work similar to that specified herein. Failure to submit the required information with the Bid may be cause for rejection of the Bid.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and deliver the service herein.

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

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Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

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Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**CITY OF WESTMINSTER, MARYLAND**

**VENDOR RESPONSIBILITY FORM**

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

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2. List the name and address of one bank or other institution that can provide the City with an adequate credit reference:

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3. State of Maryland General Contractor License No.: \_\_\_\_\_

4. Have you ever refused to sign a contract at your original bid price? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Have you ever defaulted on a contract? Yes \_\_\_\_\_ No \_\_\_\_\_

Federal I.D. #  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #:  
\_\_\_\_\_

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

\_\_\_\_\_  
Typed Name and Title

**BIDDER:** \_\_\_\_\_

**CITY OF WESTMINSTER, MARYLAND**

**Equal Opportunity Employer**

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, FAMILY STATUS, CREED OR RELIGION.

Bidder: \_\_\_\_\_  
Type/Print Name of Firm

Address: \_\_\_\_\_

City/State: \_\_\_\_\_  
Zip Code

By: \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Type/Print Name and Title of Person  
Authorized to Sign Bid

**CITY OF WESTMINSTER, MARYLAND**  
**AFFIDVAVIT OF NON-COLLUSION AND NON-CONVICTION**

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price or to manipulate the outcome of the competitive bidding process in any way. The bidder also represents that none of its officers, directors, partners, or employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (2) been convicted under a State or federal law or statute of any offense enumerated in Md. Code Ann., State Fin. and Proc. §16-203; or
- (3) been found civilly liable under a State or federal antitrust statute as provided in Md. Code Ann., State Fin. and Proc., §16-203.

The Contractor warrants that it has not been debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16 Subtitle 3 and that it shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

The Bidder/Offeror and/or any person signing on its behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

ATTEST/WITNESS

\_\_\_\_\_  
Name of Bidder-Type/Print

\_\_\_\_\_ By: \_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Name and Title of Signatory (Type or Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BID BOND**

BOND NO. \_\_\_\_\_

BID REQUEST NO. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That we, \_\_\_\_\_ hereinafter called the Principal, as Principal, and of \_\_\_\_\_ a Corporation duly organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland, hereinafter called the Surety, as Surety, are held and firmly bound unto, the Mayor and Common Council of Westminster, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00), good and lawful money of the United States of America, to be paid upon demand of the Obligee, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas, the Principal has submitted to the Obligee a Bid for furnishing all labor, materials, equipment and incidentals thereto necessary for work generally described as:

This Bid Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a written agreement with the Obligee in accordance with the terms, conditions and price(s) set forth therein, and furnish such insurance and give such bond or bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements immediately pay to the Obligee, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Provided, however, that the Surety shall not be liable to the Obligee on this bond for any amount in excess of the principal amount hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall in no way be impaired or affected by any extension of the time within which the owner may accept such proposal, and said Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Principal

By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
Maryland Agent

(Accompany this bond with Attorney-in-Fact's authority from Surety Company certified to include the date of the bond)

**NOTICE OF AWARD**

To: \_\_\_\_\_

Attn: \_\_\_\_\_

Project Description: Standby Emergency Generator

You are hereby notified that your Bid for Standby Emergency Generator, as outlined in the Specifications and other Contract Documents, has been accepted in the amount of (\$\_\_\_\_\_). You are required to execute the Agreement and furnish certificates of insurance within ten (10) calendar days from the date of this Notice of Award provided to you.

If you fail to execute the Agreement and to furnish the same within ten (10) days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the City's acceptance of your bid as abandonment and as a forfeiture of your bid bond. The City will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
The Mayor and Common Council of Westminster  
Owner

By: \_\_\_\_\_  
Thomas J. Ledwell, Police Chief

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**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By: \_\_\_\_\_

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

**NOTICE TO PROCEED**

To: \_\_\_\_\_

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

Project: \_\_\_\_\_

Contract No. \_\_\_\_\_

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You are hereby notified to commence WORK in accordance with the AGREEMENT dated on or before \_\_\_\_\_ and to complete the WORK by December 1, 2021.

\_\_\_\_\_  
The Mayor and Common Council of Westminster

Owner

By: \_\_\_\_\_

Thomas J. Ledwell, Police Chief

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**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged:

By: \_\_\_\_\_

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## EXHIBIT A

### AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Mayor and Common Council of Westminster (“the City”), a municipal corporation of the State of Maryland, and \_\_\_\_\_ (“the Contractor”) with its principal offices at \_\_\_\_\_.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

#### 1. Services Provided:

A. The Contractor shall provide the following services for the City: Standby Emergency Generator (“the Services”). The Services shall be provided as detailed in the following enumerated documents, which form the Contract, and they are incorporated herein to the same extent as if attached thereto, except that the Contractor’s Proposal is incorporated only as to the scope of work, the pricing proposal, identification of key personnel, and any warranties or representations about the nature or quality of the Services and/or materials to be provided contained therein:

- 1) Request for Proposals, dated August 23, 2021
- 2) Contractor’s Proposal, dated \_\_\_\_\_
- 3) Instructions to Bidders
- 4) General Conditions
- 5) Supplemental Conditions
- 6) Equal Opportunity Employer Form
- 7) Affidavit of Non-Collusion and Non-Conviction
- 8) Vendor Responsibility Form
- 9) Reference List
- 10) Bid Bond
- 11) Performance Bond
- 12) Payment Bond
- 13) Notice of Award (when issued)
- 14) Insurance Certificate
- 15) Notice to Proceed (when issued)

B. The Contractor agrees to initiate work within thirty (30) days from date of the Notice to Proceed. The Contractor further acknowledges that the City retains the right to reduce the scope of the Services in order to accomplish the project within the City’s established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this contract. All work must be completed by December 01, 2021.

C. The Contractor will furnish all equipment needed to perform the Services (the “Contractor’s Equipment”).

**2. Fees:** The City hereby agrees to pay the Contractor as full consideration for the Contractor’s

satisfactory performance of its obligations under this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

payable in a lump sum Within thirty days of submission of an invoice following the installation of the equipment in a manner satisfactory to the City.

**3. Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**4. Political Contributions:** If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the City; and, (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution, and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six (6) months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within five (5) days after the end of the applicable reporting period.

**5. Notices:** All notices or other communications required or permitted hereunder shall be in writing and delivered either (a) by hand or (b) by fax and by mail, postage prepaid, certified or registered return receipt requested, addressed as follows:

To the City: David Deutsch  
Interim City Administrator  
45 W. Main Street  
Westminster, Maryland 21157  
Fax: (410) 857-7476  
ddeutsch@westgov.com

With a copy to: Elissa D. Levan, Esquire  
City Attorney  
Funk & Bolton, P.A.  
100 Light Street, Suite 1400  
Baltimore, MD 21202  
Fax: (410) 659-7773  
elevan@fblaw.com

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes, or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs, and expenses, including, but not limited to, attorneys' fees, incurred thereby.

**7. Insurance:** The Contractor agrees to maintain the insurance coverages set forth herein for the full term of the Contract and, in the case of construction contracts, for a period of one year after the completion of the Services. The Contractor further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage, or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance. In the case of construction contracts, insurance shall include completed operations and contractual liability coverage. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Contractor is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., §9-206, the Contractor shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission together with proof of filing. If the Contractor has no covered employees, the Contractor shall submit a statement attesting to that fact under the penalties of perjury.

B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance, including X, C, and U, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$ 2,000,000.00 aggregate, where insurance aggregates apply;
2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. **Automobile Liability Insurance:** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
2. Property damage liability with a limit of \$100,000 each accident.

**8. Doing Business in Maryland:** The Contractor warrants and represents that it has paid all taxes, fees, and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees, and charges owed by it to any governmental agency accrued during any period during which the Contractor was affiliated with the entity. The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland, or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland, and (2) is in good standing with SDAT.

**9. Performance and Payment Bonds:** Performance bond in the amount of 100% of contract amount and payment bond in the amount of 100% of contract amount are required.

**10. Maintenance Bond:** The Contractor will be required to issue a Maintenance Bond in the amount of 10% of the Contract amount for a period of one year from the date of substantial completion. Such bond will designate the City as the Obligee and the Contractor as the Principal. The Bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland. The expense of this Bond shall be borne by the Contractor. If at any time a Surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland, the Contractor shall, within ten (10) days after notice from the Surety Company, substitute an acceptable Bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due or shall be made until the new surety or sureties shall have furnished an acceptable Bond to the City. Should the Contract price be increased by 25% or more before Final Acceptance, the amount of the Maintenance Bond shall be increased accordingly.

**11. Compliance with Laws:** The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes, and regulations in connection with the services provided by the Contractor, including, but not limited to, obtaining any licenses required by the Contractor to perform the Services.

**12. Indemnification:** The Contractor shall be responsible for and indemnify, defend, and hold the City harmless from and against any and all claims for loss, personal injury, and/or other forms of damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services, or that of its officers, employees, agents, subcontractors, and invitees, or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including, but not limited to, attorneys' fees, and any other cost incurred by the City in defending any such claim. The Contractor shall be responsible for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to the Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the Services.

**13. Not Assignable:** The Contractor shall not assign, transfer, or subcontract any interest, obligation, or claim under this Agreement except as may be agreed upon and authorized in writing

by the City and no contract shall be made by the Contractor with any other party for furnishing any of the Services without the prior approval of the City.

**14. Relief:** In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary, or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City by law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

**15. City's Right to Terminate:** The Services may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Director of Public Works that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

**16. Entire Understanding:** This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

**17. Liquidated Damages:** It is acknowledged that the Contractor's failure to complete the Services within the time provided for in the Contract Documents will cause the City to incur economic and non-economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty and accuracy so as to be a basis for recovery by the City of actual damages, and that the liquidated damages set forth herein represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor

agrees that liquidated damages may be assessed and recovered by the City against the Contractor and its Surety, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained by reason of the delay. The Contractor shall be liable to the City for payment of liquidated damages in the amount of \$100.00 per day for each day that the Services are delayed beyond the time for performance set forth in the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty and the Contractor shall pay them to the City without limiting the City's right to terminate the Agreement for default as provided elsewhere herein.

**18. Applicable Law:** This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach or anticipated breach hereof shall be brought exclusively in the courts of the State of Maryland for Carroll County, and the parties expressly acknowledge that venue is proper therein and consent to the jurisdiction thereof and waive any right that they may otherwise have to bring such action in or transfer or remove such suit in or to the courts of any other jurisdiction.

**19. Conflict of Interest:** The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

**20. Set-Off:** In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of the Services.

**21. Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**22. Record Retention, Audits, and Inspections:** The Contractor shall:

A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

**IN WITNESS WHEREOF**, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: [CONTRACTOR]

\_\_\_\_\_ By: \_\_\_\_\_  
[Insert name and title of signatory]

WITNESS: MAYOR AND COMMON COUNCIL OF WESTMINSTER

\_\_\_\_\_ By: \_\_\_\_\_  
Shannon Visosky, City Clerk Dr. Mona Becker, Mayor

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Elissa D. Levan, City Attorney

TO BE COMPLETED UPON AWARD