



## **CITY OF TAKOMA PARK, MARYLAND REQUEST FOR BIDS**

### **IT Room Renovation Community Center – 1st Floor**

The City of Takoma Park, Maryland (“City”) invites bids for the renovation of the Information Technology (“IT”) Room in the Takoma Park Community Center as outlined in the attached plan drawings and specifications.

**RFB Issuance Date:** February 13, 2017

**Bid Submission Deadline:** Friday, March 17, 2017 at 4 pm

**Project Site:** Takoma Park Community Center  
7500 Maple Avenue  
Takoma Park, MD 20912

**Inquiries:** Ian Chamberlain, Construction Manager  
301-891-7611, [IanC@takomaparkmd.gov](mailto:IanC@takomaparkmd.gov)

To be considered, Bidder must submit an original and one (1) copy of the Bid Proposal in a sealed envelope, clearly marked with the Bidder’s name, address, and the words “**IT Room Renovation**” addressed to:

City of Takoma Park Public Works Department  
Attn: Ian Chamberlain  
31 Oswego Avenue  
Silver Spring, MD 20910

On or after February 13, 2017, Plans and Specifications will be available for download at: <https://takomaparkmd.gov/services/bids-contracts/>

Bids received after the bid due date and time, by mail or otherwise, will not be considered. No faxed, electronic, or oral bids will be accepted.

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## **SECTION 1 – INTRODUCTION**

The purpose of this Request for Bids is to secure competitive proposals from qualified bidders for the renovation of the IT Room on the 1<sup>st</sup> floor of the Community Center. The design specifications and all system requirements are detailed in the attached drawings, which are an integral part of the bid documents. The project will include interior renovation of the approximately 250 sf IT Room. Work includes installation of a new HVAC system, removal of components of old HVAC system, repair of CMU walls and installation of a fire alarm and fire suppression system. Bidders should be experienced in construction, electrical and mechanical work.

## **SECTION 2 – SCOPE OF SERVICES**

- I.** Furnish all labor, materials, tools, equipment and services for all work in accordance with provisions of the bid documents. Bidder shall verify all existing conditions including field dimensions of the existing building, existing ceilings, structural obstructions, existing building systems to remain and any other conditions which may affect installation of the equipment.
- II.** All specified equipment shall be installed in accordance with manufacturer's recommendations.
- III.** All work shall be performed in accordance with all applicable Codes and standards. Where the contract documents call for higher standards, the contract documents shall take precedence. If contract documents conflict with applicable Codes and standards, the bidder shall promptly inform the City, in writing, of the extent and nature of the discrepancy.
- IV.** At the completion of the project the bidder shall clean up the entire job site, and turn over finished work, tested and ready for operation. All work shall be free of defects in workmanship and materials for a period of one year from date of final acceptance. All defects that develop or are discovered within this period shall be repaired or the defective equipment replaced by the bidder, to the satisfaction of the City and at no additional cost to the City.
- V.** All work shall be substantially complete within 120 days from the date of commencement. If the bidder fails to achieve substantial completion of the work within 120 days, then bidder shall pay the City, as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day of delay in substantial completion of the work.
- VI.** Before commencement of any work, the successful bidder shall furnish a performance bond, with a reputable surety company licensed to conduct business in Maryland, guaranteeing the completion of the work and payment for all labor and materials incorporated in the work. Said performance bond shall be written on the Performance Bond form included in this RFB or on the latest edition of the standard AIA bond documents (*i.e.*, AIA Document A312 – 2010, Performance Bond and Payment Bond).

## **SECTION 3 - PROCUREMENT RULES AND INFORMATION**

### **I. CONTACT PERSON:**

Ian Chamberlain, Construction Manager  
Public Works Department  
City of Takoma Park  
31 Oswego Avenue, Silver Spring, MD 20910  
(301) 891-7611  
IanC@takomaparkmd.gov

### **II. TIMELINE:**

Issuance of Request for Bids:	Monday, February 13, 2017
Pre-bid Meeting (optional):	Wednesday, Feb 22, 2017
Deadline for Bid Submissions:	<b>Friday, March 17, 2017 at 4 pm</b>
Evaluation Period:	March 17 - March 31, 2017
Expected Selection of Contractor/Council Authorization:	April 5, 2017
Expected Start of Construction:	by June, 2017

*NOTE: This Timeline can be altered by the City in its sole discretion.*

### **III. CONTENTS OF BID SUBMISSION:**

1. Bidder Qualification and Certification Statement
2. Bidder Reference Information
3. Bid Response/Proposal Form
4. Contractor's Certification of Non-Involvement in the Nuclear Weapons Industry.
5. Metropolitan Washington Council of Governments Mid-Atlantic Purchasing Team Rider Clause.
6. Living Wage Certification
7. List of Subcontractors and Equipment Suppliers
8. Performance Bond Form – Required if selected

### **IV. DISPOSAL OF BID AND BID VALIDITY PERIOD:**

All bids become the property of the City and will be a matter of public record. Submitted bids must remain valid for a period of 90 calendar days after the Bid Due Date.

### **V. SELECTION CRITERIA:**

1. Bidder's capability, including, but not limited to, adequate facilities, equipment and personnel to ensure that the requirements set forth in this Request for Bids are performed in a timely and satisfactory manner.
2. Bidder's references (at least three references must be provided).
3. Cost.

## **CITY OF TAKOMA PARK GENERAL CONDITIONS**

The General Conditions set out below shall apply to all formal solicitations for the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term "bid" and "bidder" as used in these General Conditions shall include the term "proposal" and "offeror" or "respondent."

1. Receipt of Proposals

Proposals or amendments received after the date and time specified as the proposal due date will not be considered.

2. Proposal Due Date

- a. Friday, March 17, 2017 at 4:00 p.m. EST
- b. Unless otherwise specified by the City, all proposals submitted may not be withdrawn after bid opening and shall be binding for City acceptance for ninety (90) days from the proposal due date.

3. Award or Rejection of Proposals

- a. A contract shall be awarded to a responsive and responsible bidder. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information set forth in the Request for Proposals; 5) select a proposal and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; and/or 6) reject any and all proposals that comply with the Request for Proposals specifications, or to accept a higher proposal that complies, provided that, in the judgment of the City, the services or items offered under the higher proposal have additional values or functions justifying the difference in price.
- b. The City reserves the right to personally interview bidders and to inspect the bidder's place of business, inventory, supplies and equipment prior to making a contract award.
- c. The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.
- d. A written notice of the contract award (or acceptance of the bid) will be provided to the successful bidder within the specified acceptance period. The successful bidder will be expected to sign a City contract.

- e. Specific requirements as to bid bonds shall be incorporated in individual proposal specifications, if required. Although performance and/or payment bonds may be directly addressed in the specifications, the City reserves the right to require a performance bond if the City deems it to be in the City's best interests to require a performance and/or payment bond at the time of award.

4. Payment

Invoices for payment for contract services must be submitted in duplicate. An original invoice and one copy shall be forwarded to the City. Payment will be made upon the City's acceptance of the services or items represented by the invoice. Payment terms are net 30 unless special arrangements have been established.

5. Subcontractors

Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.

Bidders shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with the prior written consent of the City Manager.

6. Compliance with Specifications

Bidders shall abide by and comply with the true intent of the specifications of this Request for Proposals and not take advantage of any unintentional error or omission.

7. Bidder's Certification of Noninvolvement in the Nuclear Weapons Industry

In order to comply with the provisions of Takoma Park Code Chapter 14.04, Nuclear-Free Zone, section 14.04.060.C, bidders must certify, by a notarized statement, that the bidder is not knowingly or intentionally a nuclear weapons producer.

8. Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park's living wage requirement for service contracts. The "Living Wage Requirements Certification" must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the Living Wage Requirements Certification, then your proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor to employees under the City's living wage law, is \$14.40 per hour through June 30, 2016. The living

wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to any contract awarded thereafter until the date of the next adjustment. Notice of adjustments to the living wage rate can be found on the City's website ([www.takomaparkmd.gov](http://www.takomaparkmd.gov)). Also, the City's living wage law—Takoma Park Code § 7.08.180 et. seq. is available at the same website (click on Code).

9. Conflict of Interest

No employee or officer of the City, or his or her immediate family member, shall be permitted to any share or part of this contract or to any benefit that may arise from this contract.

10. Indemnification and Insurance

- a. The bidder is responsible for any loss, personal injury, death, property damages, and any other damages of every name and description that may be done or suffered by reason of bidder's negligence or failure to perform any contractual obligations. The bidder shall indemnify and save harmless the City of Takoma Park, its employees, officials, and agents, from and against all losses, liabilities, claims, demands, damages, suits, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to the bidder's negligence, tortuous act or omission, or failure to perform any of its contractual obligations.
- b. The bidder must obtain at its own cost and expense, and keep in force and effect during the term of the contract with the City for the contract work, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the City prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The City of Takoma Park must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the City Manager.

<u>Coverage</u>	<u>Amount or Limits</u>
Workers Compensation (for bidders with employees)	
Bodily injury by	
Accident (each)	\$100,000.00
Disease (policy limits)	\$500,000.00
Disease (each employee)	\$100,000.00
Commercial General Liability	\$1,000,000.00

(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)

Minimum Automobile Liability

(Including owned, hired and non-owned automobiles.)

Bodily injury, each person	\$500,000.00
Bodily injury, each occurrence	\$1,000,000.00
Property damage, each occurrence	\$300,000.00

Professional Liability (for professional services contracts)

For errors, omissions, and negligent acts, per claim and

Aggregate, with one year discovery period and maximum

Deductible of \$25,000.00 \$1,000,000.00

11. Bidder's List

In an attempt to keep the prospective bidders' list current, bidders are asked to respond to all bid solicitations. If the response is a "No Bid," the bidder is requested to explain his reasons for not bidding. Failure to respond to three consecutive invitations may result in deletion from the City's bidder's list.

12. Changes

The City may, at any time, by written order, make changes to the Scope of Services as set forth in this RFP. If such changes cause an increase or decrease in the bidder's cost or time required for performance of any project service, an equitable adjustment, if applicable, may be made and the parties' contract modified in writing accordingly.

Any claim of the bidder for adjustment under this clause must be asserted in writing within fourteen (14) days from the date of receipt, by the bidder, of the notification of the change order, unless the City grants a further period of time.

No service for which additional compensation will be charged by the bidder shall be furnished without the written authorization of the City.

13. Covenant Against Contingency Fees

The bidder warrants that no member of the bidder's firm has employed or retained any representative, individual, or firm other than a bona fide employee working solely for the bidder firm to solicit or secure any contracts hereunder and further warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of a contract under this proposal.



## QUALIFICATION AND CERTIFICATION STATEMENT

**1. QUALIFICATION.** The Respondent to the Request for Proposals is:

\_\_\_\_\_ a. 1) A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

2) A corporation incorporated under the laws of (insert jurisdiction) \_\_\_\_\_, and registered or qualified and in good standing to do business in the State of Maryland.

3) List corporate name and the names and titles of the corporation's directors and officers:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ b. A sole proprietor doing business under his/her individual name.

Individual name:

\_\_\_\_\_ c. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and trade or business name:

\_\_\_\_\_

\_\_\_\_\_ d. A partnership. List type of partnership and the names of all general partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ e. A limited liability company organized under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Maryland

List the limited liability company name and the names of all members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ f. Other (explain): \_\_\_\_\_

**2. CERTIFICATION.**

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Request for Proposals for the price(s) and upon the terms and conditions set forth in the proposal.

The undersigned certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid/proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the bidder.

Bidder Name (print): \_\_\_\_\_

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

(Signature)

(Date)

Print Name: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

### REFERENCE FORM

The Bidder shall have performed similar projects for a minimum period of five (5) years. The Firm shall furnish a representative list of three (3) references involving work as specified herein. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal. 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.

Local Government/Organization Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

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

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Local Government/Organization Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

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

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Local Government/Organization Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

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

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RETURN THIS FORM WITH PROPOSAL.

**CITY OF TAKOMA PARK, MARYLAND  
CERTIFICATION OF NON-INVOLVEMENT  
IN THE NUCLEAR WEAPONS INDUSTRY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per section 14.04.090:

A “nuclear weapons producer” is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

“Production of nuclear weapons” includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

“Nuclear weapon” is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

“Component of a nuclear weapon” is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2014.

Firm Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name & Title

State of \_\_\_\_\_, County of \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires: \_\_\_\_\_

*Failure to complete this Certification  
will cause your Proposal to be considered non-responsive.*

**CITY OF TAKOMA PARK, MARYLAND  
LIVING WAGE REQUIREMENTS CERTIFICATION  
(Takoma Park Code, section 7.08.200.B)**

Business Name:  
Address:  
City, State, Zip Code:  
Phone Number:  
Fax Number:  
E-Mail:

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.190 (see item B below):

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A "CONTRACTOR."

A. Living Wage Requirements Compliance

\_\_\_\_\_ This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code*, Section 7.08.180 *et. seq.* - Ordinance No. 2007-55). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

\_\_\_\_\_ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

\_\_\_\_\_ A public entity.

*Failure to complete this Certification  
will cause your proposal to be considered non-responsive.*

RETURN THIS FORM WITH PROPOSAL.

## METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACTS(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members a designated by the bidder to purchase at contract prices in accordance with contract terms
- B. Any members utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the Contract(s).
- C. A negative reply will not adversely affect consideration of you bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardees'. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not imitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required comprehensive General Liability Policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardees', the award may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

### BIDDERS AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Maryland National Park & Planning Com.
___	___	Alexandria Public Schools	___	___	Metropolitan Washington Airports Authority
___	___	Arlington County, Virginia	___	___	Metropolitan Washington Council of Gov.
___	___	Arlington County Public Schools	___	___	Montgomery College
___	___	Bowie, Maryland	___	___	Montgomery County, Maryland
___	___	College Park, Maryland	___	___	Montgomery County Public Schools
___	___	Culpeper County, Virginia	___	___	Prince George's County, Maryland
___	___	District of Columbia	___	___	Prince George's County Public Schools
___	___	District of Columbia Public Schools	___	___	Prince William County, Virginia
___	___	D of C Water & Sewer Authority	___	___	Prince William County Public Schools
___	___	Fairfax County, Virginia	___	___	Prince William County Service Authority
___	___	Fairfax County Water Authority	___	___	Rockville, Maryland
___	___	Falls Church, Virginia	___	___	Stafford County, Virginia
___	___	Fauquier Co Schools & Government, VA	___	___	Takoma Park, Maryland
___	___	Frederick, Maryland	___	___	Vienna, Virginia
___	___	Frederick County, Maryland	___	___	Washington Metropolitan Area Transit Authority
___	___	Frederick County Public Schools	___	___	Washington Suburban sanitary commission
___	___	Gaithersburg, Maryland	___	___	Greenbelt, Maryland
___	___	Herndon, Virginia	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			

**BID PROPOSAL**

**To the City of Takoma Park Maryland**

**Renovation of IT Room in the Community Center**

Item	Description	Unit Size	Total Price Dols/Cts
1	All work described in the plan drawings and specifications for the IT Room renovation	Lump Sum	

Total Base Bid: \_\_\_\_\_

\$ \_\_\_\_\_

(Bid price must be written and shown in numbers. In case of discrepancy, the written amount will supersede)

Total time for completion – 120 consecutive calendar days

Liquidated damages shall be \$500 dollars per calendar day

Please provide a list of intended subcontractors and equipment suppliers on the form provided

Basis of Award

The award of the contract shall be in accordance with the City of Takoma Park rules and regulations, and based on the total bid price.

\_\_\_\_\_

(Bidder)

\_\_\_\_\_

(Title)

**CITY OF TAKOMA PARK  
DEPARTMENT OF PUBLIC WORKS**

**Renovation of the IT Room**

**ADDENDUM CONFIRMATION PAGE**

This is to certify that \_\_\_\_\_ has received Addendum No \_\_\_\_\_ through \_\_\_\_\_ and this bid reflects the changes created by these addenda.

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

Bidder Signature: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_



**CITY OF TAKOMA PARK  
DEPARTMENT OF PUBLIC WORKS**

**Renovation of the IT Room**

**CONTRACTOR'S PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_,  
as Principal, hereinafter called Principal, and \_\_\_\_\_,  
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Takoma Park,  
Maryland, a body corporate and politic of the State of Maryland, hereinafter called the City, in  
the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(*amount to be 100% of Contract Amount*), for the payment whereof Principal and Surety bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a Written Contract dated \_\_\_\_\_  
which contract is by reference made a part hereof and hereinafter referred to as  
the Contract. with the City for Project No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

NOW, THEREFORE, the condition of this obligation is such, that if the Principal  
shall well, truly and properly perform and fulfill all the undertakings, covenants, terms,  
conditions and agreements of said Contract and of all such alterations and modifications thereof  
as may hereafter be made therein, in the manner and to the extent which said Contract provides  
for such alterations and modifications, during the original term of said Contract and any  
extensions thereof which may be granted by the City and agreed upon by the Principal; and if the

Principal shall indemnify and save harmless the City from all loss, cost or damage arising out of a default hereunder or under said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety expressly waives any right to receive NOTICE of extensions of time, or alterations or modifications of the Contract, which are provided for and made pursuant to the terms of, said contract.

PROVIDED, HOWEVER, no right of action shall accrue on this bond to or for the use of any person, firm or corporation whatever other than the City named herein, or its successors in office.

Signed and sealed this \_\_\_\_\_ day of, \_\_\_\_\_, \_\_\_\_\_.

In the Presence of:

\_\_\_\_\_

*(Contractor)*

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Principal/Corporate Officer* (SEAL)

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Surety*

*By:* \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
*Bond No.*

