



Request for Proposals

City of Westminster Video Surveillance System

**The City of Westminster
56 West Main Street, Suite 1
Westminster, MD 21157
Requester: Lydia Colston**

Bids.CCTV@westgov.com

**RFP #20-07
September 28, 2020**

CITY OF WESTMINSTER
56 West Main Street, Suite 1
Westminster, Maryland 21157



TELEPHONE
Local (410) 848-9000
Baltimore Line (410) 876-1313
www.westminstermd.gov

Date: September 28, 2020

To: Firms Interested in Submitting a Proposal

From: Lydia Colston, Director of Finance

Re: Request for Proposals by the City of Westminster for Outdoor Video Surveillance System for the Downtown Area

The City of Westminster requests proposals (hereafter called “Bid” or “Proposal”) for a Video Surveillance System, 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 will be received by Lydia Colston, Director of Finance and Administrative Services, 56 W. Main Street, Suite 1, Westminster MD 21157, no later than 2:00 p.m. on Thursday, October 29, 2020. Sealed Proposals must be clearly marked “Proposal for Video Surveillance System” on the outside of the envelope.

All Bids are to be accompanied by a bid bond in the amount of 10% of the Bid. A sample bid bond format is provided as part of this Request for Proposals.

All blanks on each and every 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. Proposal must be good for 90 days.

Proposals will be publicly opened and read aloud at 2:15 p.m. on Thursday, October 29, 2020. The Proposal opening will be held virtually and may be viewed at www.facebook.com/WestminsterMD.

A mandatory pre-bid meeting will be held at 10:00 a.m. on Thursday, October 8, 2020 (Eastern Standard Time) at 1838 Emerald Hill Lane, Westminster, MD 21157. In keeping with the City’s COVID-19 response, all attendees must wear a face covering/mask and practice physical distancing. Temperatures of those attending will be taken prior to entrance to the building.

The mandatory pre-bid meeting at 1838 Emerald Hill Lane will be followed by a tour of the four locations where cameras will be located.

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

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

Any Proposal addenda will be posted on the City website at:

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

Prospective Bidders who have questions regarding this Request for Proposals should email their questions to Bids.CCTV@westgov.com. The closing time for submission of questions is 4:30 p.m. on Thursday, October 22, 2020. 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.CCTV@westgov.com.

Request for Proposals

City of Westminster Video Surveillance System RFP #21-07

I. GENERAL INFORMATION

The City invites qualified public safety surveillance system vendors to submit proposals to provide and install a closed circuit or digital video surveillance system in four downtown area locations: City Park, the Westminster Public Library, Locust Street Plaza, and the Carroll Arts Council. A map depicting these locations is provided as Exhibit A to this Request for Proposals (RFP).

The City's objectives for this project include deterring crime, identifying victims or perpetrators of crime, and identifying vehicles of interest through the use of license plate reading (LPR) software.

Proposers must offer surveillance system software and cameras that function utilizing a cellular connection, or other viable option proposed by the vendor. Proposals should also include local server storage or cloud storage options for a period of at least one year.

II. PROPOSER QUALIFICATIONS

A. Proposer shall have at least five (5) years of experience on projects similar in nature to the scope of this project. A statement to this effect is a required part of all Proposals.

B. Proposers shall submit a statement regarding the experience, qualifications, and training of the staff that will be utilized in the performance of this Contract.

1. **VMS Certification** - Identify certified staff member(s), if any, who would be assigned to this Contract.
2. **Single Point of Contact** - Please identify and detail qualifications for the Single Point of Contact for this Contract including installation, warranty, service, etc.

C. Sub-Contractor - Proposer shall disclose proposed use of contracted labor, if any, in the performance of this Contract. If contracted labor will be used, the Proposer shall detail the process for acquisition, vetting, supervision, and management during the length of engagement. Proposer shall also certify the warranty and back all work performed by any sub-contracted labor, and to be responsible for all communication as the Single Point of Contact.

D. Permits - The Contractor will be required to be in compliance with all Federal, State, City, and local laws, rules, and regulations and shall be responsible for all coordination and costs associated with license(s), permits, etc.

III. SCOPE OF WORK

A. Requirements

1. The Proposal must include the capability to provide clear and crisp video of persons and vehicles in four separate locations of downtown Westminster:
 - a) City Park is located in between 16th and 17th Streets and Winters Street and Long Alley. The goal is clear visualization of the entire park, with a two-camera system with a 180-degree radius per camera.
 - b) Westminster Public Library is located at 50 East Main Street. The goal is clear visualization of Locust Street Plaza, and the staging area across the street, as well as vehicles traveling on East Main Street.
 - c) Locust Street Plaza is located across the street from the Westminster Public Library. The goal is clear visualization of the Library Courtyard, sidewalk benches, and vehicles traveling on East Main Street.
 - d) The Carroll Arts Council is located at 91 West Main Street. The goal is clear visualization east and west on Main Street (180 degrees), including vehicles traveling on West Main Street.
2. The equipment included in the Proposal must have sufficient resolution to read a vehicle registration plate and identify suspects by facial description.
3. All cameras must have night vision, zoom capability, and the establishment of privacy zones for designated areas.
4. Proposals shall include the cost of all associated cabling and networking.
5. Appropriate storage must be included for each camera location, with minimum storage being 30 days.
6. If applicable, provide VMS certification along with expiration date.
7. Exhibit A includes a map displaying proposed camera locations and access points to electricity and fiber. The City owns its own dark-fiber network and will likely provide the fiber. Contractors are expected to determine connectivity and power solutions.
8. All network parts should be clearly defined to include in the Proposal, including, but not limited to, patch panels, network drops, cabling, and installation.
9. The camera system placement reflected in Exhibit A is only a suggestion. Vendors are encouraged to provide the most effective placement to ensure the goals established in Section III, Scope of Work. Proposer should provide a map depicting placement of devices as part of its Proposal. Based on budgetary and cost considerations, designated Westminster staff may consult with awarded Contractor to add/delete/modify camera

selection/location during pre-planning phase of Contract. If the option to modify is taken, it shall not materially alter the scope of work, especially the hardware/software package and work requirements.

10. Any system procured and installed during the course of this Contract must be in compliance with all material elements of the specifications. Any changes to the same must be approved by the City of Westminster and documented in writing.
11. Maps provided in conjunction with this RFP are representative for bidding purposes and are not guaranteed for scale. Additionally, maps are not guaranteed to be 100 percent accurate, as minor alterations may have been made to some facilities that may or may not affect the work to be performed under this Contract. The Contractor is responsible for all costs associated with this installation, and the City cannot guarantee accuracy of dimensions, specific building nuances, impediments, and any other installation related consideration.

B. Service and Support – Proposer shall include in its response a detailed explanation of all material elements regarding service and support elements of this Contract including, but not limited to, the following:

1. VMS - Service levels for software systems, including response time, escalation procedures, and preventative problem identification capabilities;
2. Protocol and pricing for upgrades and/or updates;
3. All licensing consideration;
4. All initial fees and annual subscription costs; and,
5. System troubleshooting assistance and protocol for rest of system, including cameras, servers, and ancillary systems.

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

1. Pre-planning;
2. Sourcing/product acquisition;
3. Delivery/set-up/storage/security; and,
4. Installation.

D. Warranties and Damages – The successful Proposer will be required to provide direct warranties of merchantability, fitness for the City’s particular purposes, and non-infringement, and to transfer all manufacturer’s warranties on equipment delivered to the City. Damages for any cause of action, including breach of contract or warranty, otherwise available under Maryland law shall not be

limited or restricted.

IV. EVALUATION CRITERIA

Westminster 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 inability of the Contractor to meet these conditions may be cause for rejection of the Proposal. The Contractor is required to disclose whether any of its owners, directors, officers, or principals is, or is closely related to, any City of Westminster employee who has or may appear to have any control over the award, management, or evaluation of the Contract.

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

Item Evaluated	Possible Points
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
TOTAL	100

A. An explanation of each factor is listed follows.

1. **System Capabilities: 25 points**

System evaluation points will be based on the ability of system and sub-systems 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 the scope of this project.

3. **Installation Capability: 20 points**

Installation capability is based on the number and qualifications of certified technicians,

and the Proposer's proven capability to meet project deadlines (from information gathered from references).

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

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

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

Quality of RFP response is based on the overall quality and presentation of the Proposer's response 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.

V. VENDOR DEMONSTRATIONS

The City of Westminster understands the complexity of video surveillance systems, and recognizes that a vendor demonstration would be beneficial in making its final selection on the firm to which a contract will be awarded. Based on the evaluation criteria set forth in Section IV, the highest rated three firms will be provided an opportunity to provide a demonstration of their system.

Outlined below is the format for the vendor demonstrations. City of Westminster designated staff will notify Proposers of the time and place of demonstrations. Demonstrations are tentatively scheduled for the week of November 2, 2020.

A. Introduction

The purpose of this scripted software demonstration is to help the City of Westminster determine the suitability of proposed video management system. The objective is to provide all software vendors the opportunity to show how their product will perform specific tasks that are central to our operation.

At the end of the scripted portion of the demonstration, each vendor will have the opportunity to show features and functions that are not covered by the script, but are thought by the vendor to be major differentiators of their software.

B. Attendees

The product demonstration will be performed for the City of Westminster project team that is tasked with selecting the new video management system. The team will ask questions and obtain clarification on points in the demonstration that are unclear. The answer to a question may be responded to by email after the demonstration if further clarification is required.

C. Software Components

City of Westminster understands that certain areas of the software can be enhanced as a result of adding supplemental modules to the basic software package, and that some enhancement of the basic software will probably be necessary in order to complete all of the tasks in the demonstration. If the software is being shown with such enhancements, this fact must be mentioned prior to beginning the

demonstration. During the course of the demonstration, as features are shown that are not part of the basic package, this must be mentioned at the time the specific task is demonstrated.

D. Time Considerations

The demonstration will be limited to two (2) hours. Due to the time constraints, if any aspect of the demonstration will take a prohibitively long time, that item may be provided in advance with a full explanation of the steps and time it takes.

E. Advance Preparations

In advance of the demonstration, responses to the following questions should be prepared and provided:

1. Describe how the video management system is licensed, and how device endpoint licenses are managed.
2. Describe the pricing structure of the product and any available add-ons.
3. Describe the available support options and service level agreements.

F. User Task Demonstration

The following sections define several functional aspects of a video management system which should be demonstrated to prove the software's suitability. The demonstrations outlined here should be performed in the specific order shown. If the software being shown does not support a feature required for the successful completion of a demonstration, the specific demonstration may be skipped, but it must be noted that no demonstration of the feature was shown.

4. User Control

Demonstrate how access to different video feeds can be limited by role. Describe how your system can be configured to use LDAP.

5. Workflow

Demonstrate how the VMS functions. Describe the process of time management in terms of searching through hours of video.

6. System Architecture

Describe a typical server configuration, and how that can grow with increased traffic.

7. Licensing

Describe all related license costs, and how they are broken down. Describe any costs associated with maintenance, support, or updates.

8. Support

Describe what support resources are available. Describe the hours of operation for phone support, associated costs, and turnaround times.

9. Access Control Integration

Describe integration of access controls with VMS.

BID FORM
RFP #21-07
Video Surveillance System

The Bidder declares that it has carefully examined and understands the specifications, form of Contract, and the Contract drawings; 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 and as shown by the Contract drawings.

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 on the Contract drawings and within the time shown on the proposal for the following lump sums and/or unit prices: See attached Pricing Summary.

All work shown on the Contract drawings and 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 AND THAT THE ABSENCE FROM THE PROPOSAL FORM OF SPECIFIC BID ITEMS FOR ANY WORK SHOWN ON THE CONTRACT DRAWINGS OR INCLUDED IN THE SPECIFICATIONS, HAS BEEN INTERPRETED AS MEANING THAT THE COST OF ANY SUCH WORK CONTEMPLATED BY THE CONTRACT DRAWINGS AND THE SPECIFICATIONS MUST BE AND HAS BEEN INCLUDED IN THE TOTAL PRICES 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: _____

PRICING SUMMARY

	City Park	Library	Locust Plaza	Arts Council
Camera Cost				
Installation Cost				
License Cost				
File Server Cost				
Software Cost				
Training Cost				
3- Year Maintenance and Support Contract				
Total				

***Cost of associated cellular services will be borne by the City of Westminster.**

Firm Name: _____

Address: _____

Phone Number: _____

Principal Signature: _____

Email Address: _____

EXPERIENCE RECORD (Cont.)

Have you ever defaulted on a project? Yes _____ No _____

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

Contractor

By: _____

Title: _____

Date: _____

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. The manner in which the award will be made is indicated on the Bid Summary Sheet.

e. The City reserves the right to purchase additional like units at the same unit cost.

f. 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.

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. Attachment to Schedule of Values
- d. Experience Record Form
- e. List of References

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

5. ACCEPTANCE OR REJECTION OF BIDS; RESERVATIONS:

The City will accept or reject bids within ninety (90) 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 B in the Request for Proposals (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 ninety (90) 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:

Performance bond in the amount of 100% of Contract amount and payment bond in the amount of 100% of Contract amount are 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 B. 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 City 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, among other things.

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.

**CITY OF WESTMINSTER, MARYLAND
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

The Contractor for this work will be expected to deliver the services as described in the scope of services.

If the Contractor is delayed at any time in the delivery of the products 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

Performance bond in the amount of one hundred percent (100%) of Contract amount and payment bond in the amount of one hundred percent (100%) of Contract amount are 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 any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all 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 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)

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: _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF WESTMINSTER, MARYLAND

VENDOR RESPONSIBILITY FORM

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

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

3. State of Maryland 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: _____

REFERENCES

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 Firm to furnish the services, and the Firm 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 proposal if the evidence submitted by or investigation of such Firm fails to satisfy the City that such Firm 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: _____

Client Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Value: _____

Dates of Service: _____

Client Name: _____

Address: _____

Contact Person: _____ Phone: _____

Email: _____ Contract Value: _____

Dates of Service: _____

BOND NO: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that on this _____ day of _____, 20____, we (“the Contractor”) _____ as Principal, and (Bonding Company) _____ as Surety, are held and firmly bound unto the Mayor and Common Council of Westminster (“the City”), in the penal sum of _____ Dollars (\$_____) for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract (“the Contract”) with the City dated _____ 20__ concerning the _____ (the “Project”).

NOW, THEREFORE, the proceeds of this bond may be drawn upon by the City, in whole or in part, for the purpose of (1) performing, on its own or through a contractor, any work required by the Contract that has been left unperformed by the Principal more than thirty (30) days past the date on which the Principal is notified by the City of the failure or performing any of the other undertakings, covenants, terms, conditions and agreements imposed by the Contract terms that the Principal fails timely to perform or (2) holding the City harmless from any damages growing out of negligence of the Principal, or its agents, servants, or employees.

The condition of this obligation is such that if the Contractor shall in all respects well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and the Project during the term of said Contract and any extension thereof granted by the City, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made and shall save harmless the City from any expense incurred through the failure of the Principal, its agents and servants, to complete the work as required by the Contract, or any authorized modifications thereof, or from any damages growing out of negligence of the Principal, or its agents, servants, or employees then this obligation shall be null and void and otherwise to be and shall remain in full force and effect until the requirements of the Contract and the Project have been fully completed and approved or accepted by the City.

Any modification made by agreement by and between Principal and City in terms of the Contract or the nature or scope of the work for the Project, or the giving to Principal or its officers, employees, agents, successors or assigns any extension of time on the part of Principal to be performed or any forbearance on the part of City to Principal, or its officers, employees, agents, successors or assigns, shall not in any way release Principal or Surety in this Bond. This Payment Bond will be held by the City until the expiration of three (3) years after the date of final acceptance of the work under the Contract, or earlier upon receipt of a release of liens in a form satisfactory to the City. There shall be no reduction or release of this Payment Bond until all claims by laborers and material suppliers have been paid and a release of claims has been provided to the City.

Notice to the Surety shall be sufficient if sent by certified mail to the individual named

below at the following address:

Name and Title

Address

Address

IN TESTIMONY WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized hereunto so to do, the day and year first above written.

Principal (Typed Name)

(SEAL)

Witness/Principal

Principal

(SEAL)

Witness/Surety

Corporate Surety

By: _____
Attorney in Fact

Provide Name, Address, and telephone number of Branch Office or Resident agent to be contacted in the event action is required on the Bonds supplied, together with signature of Resident Agent.

Firm Name: _____

Address: _____

Telephone w/Area Code _____

Signature/Resident Agent: _____

Date: _____ Registration No. _____

Note: A certified copy of Power of Attorney of the person signing for Surety Company must be filed with the bond. A corporate acknowledgement is required when a principal is a corporation.

BOND NO: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that on this _____ day of _____ 20_____, we (Contractor) _____ as Principal, and (Bonding Company) _____ as Surety, are held and firmly bound unto the Mayor and Common Council of Westminster (“the City”), in the penal sum of _____ Dollars (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a Contract (“the Contract”) with the City dated _____ 20_____, concerning the _____ (the “Project”).

NOW, THEREFORE, the proceeds of this bond may be drawn upon by the City, in whole or in part, for the purpose of paying any contractors, subcontractors or material suppliers left unpaid by the Principal more than thirty (30) days past the date of the first invoice from the contractor, subcontractor or material supplier to the Principal, absent bona fide cause to contest the invoice.

If the Principal shall promptly make proper payment to all persons supplying labor, equipment and materials used in the prosecution of the work provided for in said Contract and the Project, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety being hereby waived, then this obligation will be void; otherwise it will remain in full force and effect.

The condition of this obligation is such that if the Contractor shall in all respects well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract and the Project during the term of said Contract and any extension thereof granted by the City, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made and shall save harmless the City from any expense incurred through the failure of the Principal, its agents and servants, to complete the work as required by the Contract, or any authorized modifications thereof, or from any damages growing out of negligence of the Principal, or its agents, servants, or employees then this obligation shall be null and void and otherwise to be and shall remain in full force and effect until the requirements of the Contract and the Project have been fully completed and approved or accepted by the City.

Any modification made by agreement by and between Principal and City in terms of the Contract or the nature or scope of the Project, or the giving to the Principal or its officers, agents, employees, successors or assigns any extension of time on the part of Principal to be performed or any forbearance on the part of the City to Principal, its officers, employees, successors and assigns shall not in any way release Principal or Surety in this Bond.

Notice to the Surety shall be sufficient if sent by certified mail to the individual named below at the following address:

Name and Title

Address

Address

IN TESTIMONY WHEREOF, Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-in-fact, duly authorized hereunto so to do, the day and year first above written.

Principal (Typed Name)

Witness/Principal

Principal (Seal)

Witness/Surety

Corporate Surety (Seal)

By: _____
Attorney in Fact

Provide Name, Address and telephone number of Branch Office or Resident agent to be contacted in the event action is required on the Bonds supplied, together with signature of Resident Agent.

Firm Name _____

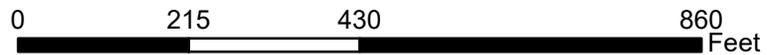
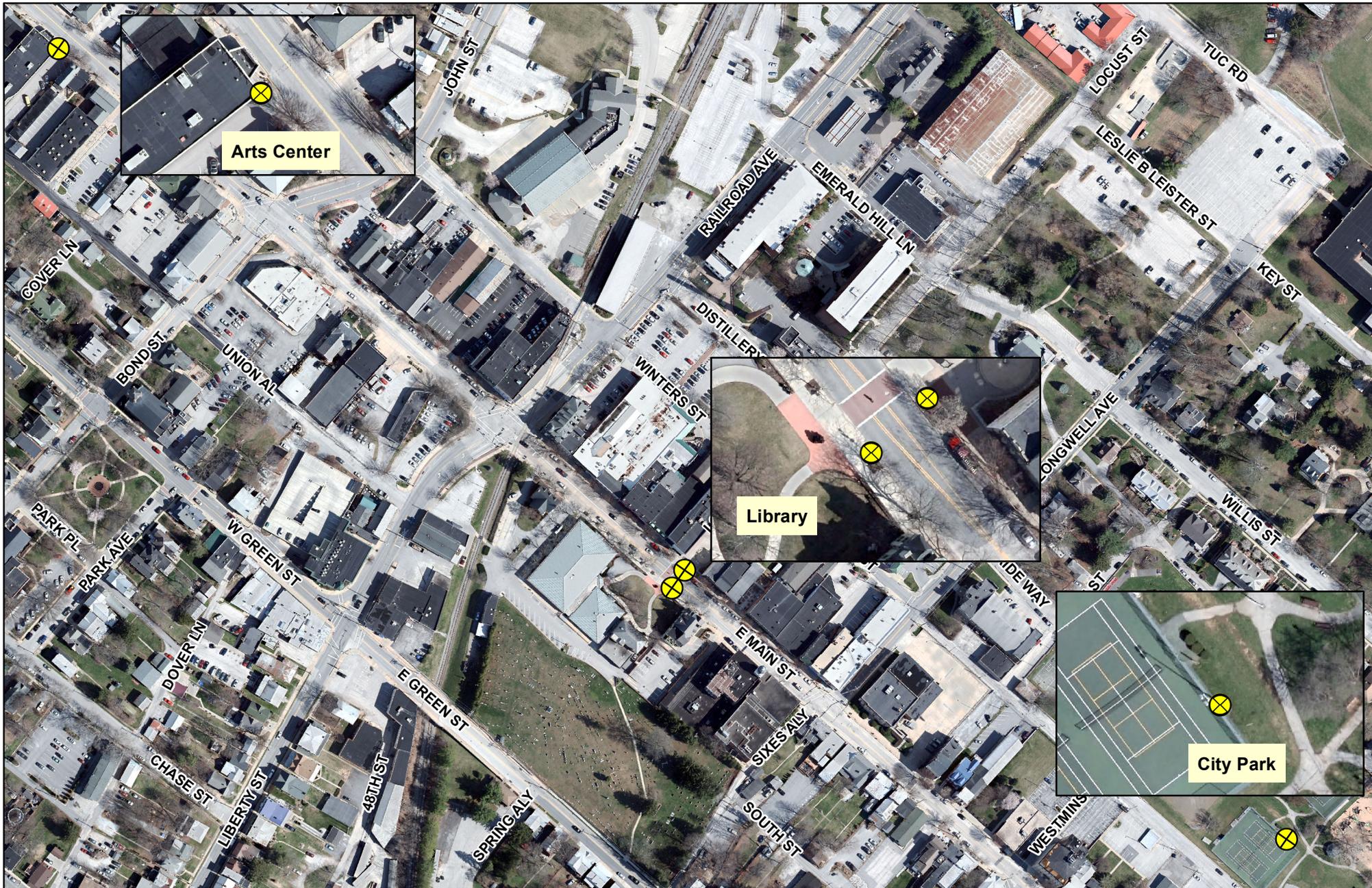
Address _____

Telephone w/Area Code _____

Signature/Resident Agent _____

Date: _____ Registration No. _____

Note: A certified copy of Power of Attorney of the person signing for Surety Company must be filed with the bond. A corporate acknowledgement is required when a principal is a corporation.



Legend

 Potential_Camera

EXHIBIT B

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2020, 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: Surveillance Camera System (“the Services”). The Services shall be provided as detailed in the following enumerated documents which form the Contract, and they are incorporated herein as if attached thereto, except that the Contractor’s Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained therein. The listed documents, together with this Agreement, constitute the entire understanding of the parties and supersede any prior proposals or agreements.

- 1) Request for Proposals, dated September 28, 2020
- 2) Contractor’s Bid, dated _____
- 3) Instructions to Bidders
- 4) General Conditions
- 5) Equal Opportunity Employer Form
- 6) Affidavit of Non-Collusion and Non-Conviction
- 7) Vendor Responsibility Form
- 8) Reference List
- 9) Performance Bond
- 10) Payment Bond
- 11) Insurance Certificate

B. The Contractor agrees to commence work within thirty (30) days of Notice to Proceed and completion installation of the System on or before June 30, 2021. 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.

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 the following manner: _____.

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: Barbara B. Matthews, City Administrator
56 W. Main Street, Suite 1
Westminster, Maryland 21157
Fax: (410) 857-7476
bmatthews@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. Warranties and Limitation of Damages: The Contractor warrants that the equipment and goods provided in connection with the Work shall be merchantable and fit the particular purposes for which the City acquires them. The Contractor warrants that neither the goods and equipment provided nor the services performed infringe any trademark, copyright, or other intellectual property right in any way or manner. The Contractor will transfer all manufacturer's warranties on equipment delivered to the City. Damages for any cause of action, including breach of contract or warranty, otherwise available under Maryland law shall not be limited or restricted; if a manufacturer or subcontractor limits such damages, the Contractor shall assume the liability so disclaimed.

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 breach of any of the warranties set forth in Section 10 hereof, 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 Chief of Police 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 Visocsky, City Clerk Joe Dominick, Mayor

Approved for form and legal sufficiency
this ____ day of _____, 2020

Elissa D. Levan, City Attorney