

INVITATION FOR BID

No. 2014-010

Apparel for City Sports Programs and Activities

Solicitation Issued: April 21, 2014

Bid Submissions Due: May 15, 2014 Time: 2:00 PM

Submissions Received By: Jim McGuire, Division Chief
City of Gaithersburg
Parks, Recreation and Culture
506 S. Frederick Ave.
Gaithersburg, MD 20877

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SECTION 1: Definitions

- A. "Bid Proposal" means the binding offer and any and all documents submitted to the City by a Bidder in response to this Solicitation and in pursuit of the Contract.
- B. "Bid Proposal Price" means the total monetary offer of the Bid Proposal.
- C. "Bidder" means any Person submitting a Bid Proposal in response to this Solicitation.
- D. "City" means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.
- E. "Contract" means the binding agreement awarded pursuant to this Solicitation, if any.
- F. "Contractor" means the Bidder awarded the Contract.
- G. "Lowest Responsive and Responsible Bidder" means the Responsible Bidder who submits a Responsive Bid Proposal and offers the most advantageous pricing or cost benefit.
- H. "Person" means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, Limited Liability Company or other form of entity or association recognized at law.
- I. "Responsible Bidder" means a Bidder who is fully: (i) capable to meet all of the requirements of this Solicitation and under the Contract, including financial and technical; and (ii) able to evidence the ability to provide the Services under the Contract.
- J. "Responsive Bid Proposal" means a Bid Proposal that fully conforms in and to all material respects and requirements to and of this Solicitation, including all form and substance.
- K. "Services" means the provision of the goods and/or services required under this Solicitation.
- L. "Solicitation" means this Invitation to Bid.
- M. "Solicitation Documents" means this Solicitation and any and all documents issued and/or used by the City to solicit Bid Proposals, including but not limited to: addendums, amendments, forms and specifications.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals for the provision of apparel, and the imprint of numbering and logos therefor, for City programs and activities (Services). The apparel, which is described in Section 7 of this Solicitation, includes, but is not limited to: hats, jackets, socks, sports bags, sweatpants, sweatshirts, t-shirts, and visors (“Apparel”).

2.2. NOTICES TO BIDDERS

A. City’s Liability

This is a Solicitation only, it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response.

The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Person under this Solicitation until a contract is executed for the Services described herein.

B. Acceptance

The submission of a Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements and terms and conditions specified herein.

C. Restricted Discussions

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by a Bidder who is in violation of this provision.

D. State of Maryland Bid and Contract Requirements

I. Bidding Requirements

The Bidder must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

II. Contract Requirements

To enter into a contract with the City, the Bidder must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

E. ADA Requirements

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City’s Procurement Manager at 301-258-6320.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Information and Schedule

3.1. **SOLICITATION SCHEDULE**

The following is the tentative schedule of events for this Solicitation. The City reserves the right to modify this schedule at any time as best may serve the interests of the City; any and all modifications will be communicated by addendum or amendment as specified herein. All times are according to Eastern Standard Time (EST).

EVENT	DATE	TIME
A. Solicitation Issued:	April 21, 2014	N/A
B. Pre-Bid Meeting:	April 28, 2014	1:00 p.m.
C. Bidder Questions Due:	May 5, 2014	2:00 p.m.
D. City's Answers to Questions Issued:	May 9, 2014	N/A
E. Closing Date: ↳ <u>Submitted To</u> Jim McGuire, Division Chief City of Gaithersburg Parks, Recreation and Culture 506 S. Frederick Ave. Gaithersburg, MD 20877	May 15, 2014	2:00 p.m.
F. Opening of Bid Proposals: ↳ <u>Location</u> City of Gaithersburg Parks, Recreation and Culture 506 S. Frederick Ave. Gaithersburg, MD 20877	May 15, 2014	2:00 p.m.

3.2. **OPENING OF BID PROPOSALS**

Bid Proposals will be opened and publicly read on the date, and at the time and location, specified in Section 3.1.F. hereinabove.

3.3. **SOLICITATION QUESTIONS**

The failure by the Bidder to ask questions regarding this Solicitation shall constitute acknowledgement, understanding and acceptance by the Bidder of all the terms, conditions and requirements set forth in this Solicitation.

A. Submission of Questions

All questions regarding this Solicitation shall be submitted in writing to Jim McGuire, Division Chief, by the date and time specified hereinabove. Questions shall be submitted by the following methods:

- ↳ By Email
 jmcguire@gaitthersburgmd.gov

↳ By Mail
City of Gaithersburg
Parks, Recreation and Culture
506 S. Frederick Ave.
Gaithersburg, MD 20877

B. Answers to Questions

The City's answers to Bidder questions will be posted by addendum on the City's website, at www.gaithersburgmd.gov/bids, on the date specified hereinabove.

~ END OF SECTION 3 ~

SECTION 4: Bid Proposal Submission Instructions

4.1. BID PROPOSAL SUBMISSION INSTRUCTIONS

- A. The Bidder shall submit its Bid Proposal as follows:
 - I. To the designated location and by the Closing Date specified in this Solicitation.
 - II. In a sealed package clearly labeled:
 - ↳ ITB No. 2014-010
 - ↳ Apparel for City Activities and Programs
- B. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- C. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- D. Any and all Bid Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.
- E. No partial Bids will be accepted or reviewed. Partial Bids are considered incomplete and subject to immediate exclusion from consideration.

4.2. BID PROPOSAL CONTENTS

The Bidder shall submit two (2) complete original paper Bid Proposals, each of which shall bear original signatures and contain the following documents and forms, which are attached hereto as Attachment A:

- ↳ Addendum/Amendment Acknowledgement
- ↳ Affidavit of Qualification to Bid (Requires Notary)
- ↳ Bid Proposal Price Sheet
- ↳ Bid Submission Certification (Requires Notary)
- ↳ Bidder References
- ↳ Conflict of Interest Certification (Requires Notary)
- ↳ Litigation and Lien Information

~ END OF SECTION 4 ~

SECTION 5: General Terms and Conditions

The following General Terms and Conditions are not subject to change, and shall: (i) apply to this Solicitation; (ii) survive this Solicitation; and (iii) be incorporated into the Contract.

5.1. HEADINGS

Any and all of the headings with respect to sections, subsections and/or paragraphs contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Solicitation Documents.

5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS

The City reserves the right: (i) to accept or reject any or all Bid Proposals in whole or in part; (ii) to waive any technicalities or informalities in Bid Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Bid Proposal of any Bidder in arrears or in default to the City on any contract, debt, or other obligation.

5.3. ACCURATE INFORMATION

The Bidder certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false or misleading information is cause for the City to reject the Bidder's Bid Proposal or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Bidder.

5.4. ADDENDUMS AND AMENDMENTS

In the event an addendum(s) and/or amendment(s) is issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in such addendum(s) and/or amendment(s). Verbal or written answers to questions not posted on the City's website relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Bidder to inquire about and obtain any addendum(s) and/or amendment(s) issued; any and all addendum(s) and/or amendment(s) will be posted on the City's website at www.gaithersburgmd.gov/bids.

5.5. ALTERNATE BID PROPOSALS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bid Proposals for the Services shall be rejected as non-responsive and be removed from consideration.

5.6. BINDING BID PROPOSAL

All Bid Proposals shall remain binding for one-hundred eighty (180) calendar days following the Closing Date of this Solicitation; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended for an additional one-hundred eighty (180) calendar days. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City of the Bidder's intent to withdraw its Bid Proposal. Bid Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current one-hundred eighty (180) calendar days' period.

5.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information or material which the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees to hold all information and materials belonging to the City or its agents in strictest confidence and not to release, disclose or make use thereof other than for the performance of its obligations under the Contract.

5.8. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Bidder; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Bidders in whole or in part. Award shall be to the Lowest Responsive and Responsible Bidder. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days' notice of award, the City may withdraw the tentative award and award to the next Lowest Responsive and Responsible Bidder, or solicit new Bid Proposals.
- B. In the event the City receives only one (1) Bid Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Bidder that submitted the Bid Proposal.

5.9. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with all of the Solicitation Documents. If doubt exists as to the meaning or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning or intent in accordance with the provisions for herein. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations hereunder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands the Services under this Solicitation and the Contract.

5.10. ERRORS IN BID PROPOSALS

Obvious error(s) in calculations in any Bid Proposal may not be corrected without the prior consent of the City and in the City's sole discretion, and may be cause to reject the Bid Proposal. In the event there is in error in any extended total price, the respective unit price shall govern and apply.

5.11. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Bid Proposals submitted in response to this Solicitation by the Bidder under the same or different names shall be rejected and be removed from consideration. Reasonable grounds for believing that the Bidder has interest in more than one (1) Bid Proposal for this Solicitation, both as the Bidder and as a subcontractor for another Bidder, shall result in the rejection of all Bid Proposals in which the Bidder has interest.

Any or all Bid Proposals may be rejected if reasonable cause exists for believing that collusion exists among Bidders. Bid Proposals rejected under any of these provisions shall disqualify the submitting Bidder from responding to a reissuance of this Solicitation.

5.12. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal to the designated location by the Closing Date specified in this Solicitation. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Closing Date shall not substitute for actual receipt. Bid Proposals delivered late or to any location other than the designated location shall be rejected as non-responsive and removed from consideration.

5.13. MODIFICATIONS TO BID PROPOSALS

The Bidder may only modify its Bid Proposal in accordance with and subject to the following:

- A. The City shall consider the modified Bid Proposal as an entirely new Bid Proposal which will replace the original Bid Proposal; the original Bid Proposal shall be deemed to be withdrawn and null and void.
- B. The modified Bid Proposal shall be subject to all the requirements and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal."

5.14. OPTIONAL GOODS OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

5.15. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation.

Protests of alleged improprieties in this Solicitation shall be filed before the closing date and time of this Solicitation.

Any written protest shall include, at a minimum, the following:

- A. The name, address, telephone number, and if available, email address of the protestor;
- B. The Solicitation number;
- C. A detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protestor; and
- D. All copies of supporting exhibits, evidence and/or documents to substantiate the

claim.

5.16. USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right to terminate or suspend the Contract without liability to the City, its officials, or employees or in its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.17. ACCOUNTING SYSTEM AND AUDIT

The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with the Contractor's budgetary and financial obligations.

The Contractor agrees to maintain all necessary source documentation and enforce sufficient internal controls as dictated by Generally Accepted Accounting Principles (GAAP) to properly account for expenses incurred under the Contract. All accounting records and supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs.

The City may examine and obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract. The Contractor shall grant the City access to these records at all reasonable times during the Contract term and for a period of five (5) years following payment of the Contractor's final invoice. The Contractor shall make such records available for examination and obtaining copies by any and all Federal, State or County authorities if the Contract is supported to any extent with Federal, State or County funds.

The Contractor shall include a similar provision in all subcontracts.

5.18. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other Person without the express written consent of the City; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

5.19. CHANGES IN SERVICES

The City, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall perform all the Services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

5.20. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Contractor, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor must proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence, and argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

5.21. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

5.22. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics law.

5.23. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. The Contractor shall, without additional cost to the City, pay any necessary fees and/or charges, obtain any necessary licenses and/or permits, and comply with any and all applicable federal, state and local laws, codes and regulations. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

5.24. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record

keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

5.25. INCONSISTENT PROVISIONS

- A. Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.
- B. In the event of inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions of this Solicitation.

5.26. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

5.27. INSURANCE

- A. The Contractor, and any and all subcontractors hired by the Contractor to provide the Services under the Contract, shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Commercial General Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00); and
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a copy of a certificate of insurance evidencing the above policies and naming the City as additional insured with respect to the Commercial General Liability Insurance only.

5.28. INDEPENDENT CONTRACTOR STATUS/PERSONNEL

The Contractor: (i) shall perform the Contract as an independent contractor and shall not be considered an agent or employee of the City nor shall any of the employees or agents of the Contractor be considered subagents or employees of the City; and (ii) shall utilize personnel listed in their Bid Proposal. Substitution of key personnel shall only be permitted with the prior written permission of the City.

5.29. NON-DISCRIMINATION REQUIREMENTS

- A. During the term of the Contract, the Contractor shall:
- I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

5.30. PATENTS

Whenever any article, material, appliance, process composition, means or things called for by the specifications ("Materials") under this Solicitation is covered by Letters of Patent, the Contractor must secure, before using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.

The Contractor shall defend, at its own expense, and pay the cost and damages awarded in

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

5.31. PAYMENT TERMS, TAXES AND INVOICES

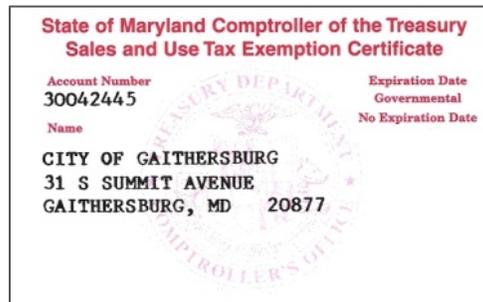
The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.



C. Invoices

Original invoices shall include at a minimum, the Contractor's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg
Accounts Payable Division
31 South Summit Avenue
Gaithersburg, Maryland 20877

5.32. FORCE MAJEURE AND EXTENSIONS

If the performance of the Contract is delayed at any time by any act or neglect of the City, or by a separate contractor employed by the City, or by any changes in the supplies, materials, equipment and Services, or by strikes, fires, unusual delay in transportation, unavoidable casualties or causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the extent of such delay or the justification of any other delay, and then extend the Completion Date for such reasonable time as the City may decide.

5.33. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Contractor's final proper undisputed invoice for the delivered Services.
- B. The Contractor shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- C. The Contractor shall include similar provisions in all subcontracts.

5.34. TERMINATION

A. Termination for Cause

If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination. In the event of such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds

are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

Notwithstanding any of the General Terms and Conditions of this Solicitation, the following Special Terms and Conditions are not subject to change, and shall: (i) apply to this Solicitation; (ii) survive this Solicitation; and (iii) be incorporated into the Contract.

6.1. BIDDER REFERENCES

Bidders shall provide a minimum of three (3) project references for similar Services completed within the past three (3) calendar years.

The City may investigate, as it deems necessary, the qualifications and/or abilities of the Bidder to perform the Services under the Contract. Upon request by the City, the Bidder shall provide the City with any and all information and/or data requested in order to substantiate such qualifications and/or abilities. The submission of a Bid Proposal shall constitute acknowledgement and agreement by the Bidder to surrender any information and/or data requested by the City for such purposes. The City reserves the right, in its sole discretion, to reject the Bid Proposal of any Bidder who fails to provide any and all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and/or abilities of the Bidder to perform under the Contract.

6.2. CONTRACT TERM AND PRICE ADJUSTMENTS

A. Contract Term

The Contract shall be a one (1) year contract with two (2) consecutive optional one (1) year renewal terms.

B. Price Adjustments

Prices shall remain firm during the initial Contract term. In the event the City and Contractor agree to exercise the right to renew the Contract for any of the two (2) consecutive and optional one (1) year renewal terms, the Contractor may request a price adjustment subject to the following:

- I. All requests for price adjustments shall be submitted to the City in writing sixty (60) days prior to the expiration date of the then current Contract. Failure by the Contractor to request a price adjustment sixty (60) days prior to such expiration date shall waive the Contractor's entitlement to a price adjustment for the new Contract term.
- II. Price adjustments shall not apply to work completed before the effective date of a price adjustment for the new Contract term. Retroactive price adjustments shall not be allowed.
- III. Price adjustments will be made in accordance with, and shall not exceed, the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), Consumer Price Index for all Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV area.

~ END OF SECTION 6 ~

SECTION 7: Specifications

SECTION A – YOUTH AND TEEN SPORTS

SPECIFICATIONS

1. All shirts must be jersey knit T-shirt style, a blend of 50 percent cotton and 50 percent polyester, 5.4 ounce or better, taped crew neck with a double needle hemmed short sleeve.
2. All shirts for youth and teen sports programs shall be imprinted on the front with a full-chest design, and City logo.
3. All shirts for youth and teen sports (except basketball; see #4 below) shall have four (4") inch numbers on front and six (6") inch numbers on the back of the shirt. In each set of shirts, all numbers must be different. Numbers may be one or two digit combinations of the following numerals: 0, 1, 2, 3, 4, 5, 6, 7, 8, and 9. One exception is "0" will not be accepted as a single digit number. Numbers on the front and back must be the same and of the same color. Ink colors must be contrasting to the shirt color and visible from 30 feet away. Numbers must be silk-screened: not ironed on.
4. Shirts for youth and teen basketball, boys and girls league's, shall have four (4) inch numbers on the front and six (6) inch numbers on the back. Numbers on the front and back of each shirt must be the same and of the same color. Black numbers are required on all shirts except for shirts of dark color; white printing is required on these. In each set of shirts, all numbers must be different and may only be the following numbers: 1, 2, 3, 4, 5, 11, 12, 13, 14, 15, 21, 22, 23, 24 and 25. Numbers may not be ironed on.
5. Teen Flag Football (Sec A-1 #2) shall be a 3/4 sleeve raglan baseball jersey: 50/50 cotton polyester or 100% cotton with contrasting sleeves and ribbed collar, double needle sleeve and bottom hem.
6. Coach's shirts 100% cotton 6.1 ounce pre-shrunk with black logo on front and back. Taped crew neck with a hemmed short sleeve, double needle sleeve and bottom hem.
7. Girls (Sec A-3 # 4, 5 &6) Sleeveless V-neck Poly/Cotton Jersey, 50% Polyester/50% Cotton jersey, Ladies fit. V-neck 1 x 1 rib knit collar and arm holes. Double – needle hemmed bottom.
8. Soccer socks are to be solid black soccer sock/acrylic – nylon 100%.
9. Baseball Caps: 5 or 6 panel cap, constructed with buckram; 100% cotton twill; adjustable closures (Plastic or Velcro); youth and adult sizes. Colors and sizes denoted under sports.
10. Visors: 100% cotton twill; three panel construction; two piece Velcro closure. Color Navy; Print Color: Kelley Green.
11. Unless otherwise specified: all shirts in a set shall be of the same color; and all sets in a category must be of a different color and meet the specifications outlined in each numbered section.

A.1. FALL YOUTH SPORTS – Due August 29, 2014

1. Flag Football – Kindergarten and 1st Grade

- a. 4 sets of 10 shirts in the following sizes and quantities:
 - Youth Small.....2
 - Youth Medium.....4
 - Youth Large.....3
 - Adult Small.....1
- b. Total quantities:
 - Youth Shirts.....36
 - Adult Shirts.....4
- c. Color: Kelly Green, Purple, Red, and Royal Blue

2. Flag Football – 2nd and 3rd Grades

- a. 5 sets of 14 shirts in the following sizes and quantities:
 - Youth Medium.....4
 - Youth Large.....7
 - Adult Small.....3
- b. Total quantities:
 - Youth Shirts.....55
 - Adult Shirts.....15
- c. Color: Gold, Kelly Green, Navy Blue, Red, and Royal Blue

3. Flag Football – 4th and 5th Grades

- a. 5 sets of 14 shirts in the following sizes and quantities:
 - Youth Large.....4
 - Adult Small.....6
 - Adult Medium.....3
 - Adult Large.....1
- b. Total quantities:
 - Youth Shirts.....20
 - Adult Shirts.....50
- c. Color: Dark Grey, Gold, Orange, Red, and Royal Blue

4. Boys Soccer – 1st and 2nd Grades

- a. 8 sets of 15 shirts in the following sizes and quantities:
 - Youth Medium.....4
 - Youth Large.....11
- b. Total quantities:
 - Youth Shirts.....120
- c. Color: Ash, Columbia Blue, Gold, Kelly Green, Maroon, Navy Blue, Orange, and Red

5. **Boys Soccer – 3rd and 4th Grades**
- a. 6 sets of 16 shirts in the following sizes and quantities:
 - Adult Small.....12
 - Adult Medium.....4
 - b. Total quantities:
 - Adult Shirts.....96
 - c. Color: Columbia Blue, Gold, Kelly Green, Maroon, Navy Blue, and Red
6. **Boys Soccer – 5th and 6th Grades**
- a. 4 sets of 17 shirts in the following sizes and quantities:
 - Adult Medium.....12
 - Adult Large.....5
 - b. Total quantities:
 - Adult Shirts.....68
 - c. Color: Black, Gold, Light Blue, and Red
7. **Girls Soccer – 1st and 2nd Grades**
- a. 4 sets of 16 shirts in the following sizes and quantities:
 - Youth Medium.....2
 - Youth Large.....12
 - Adult Small.....2
 - b. Total quantities:
 - Youth Shirts.....56
 - Adult Shirts.....8
 - c. Color: Gold, Kelly Green, Light Blue, and Red
8. **Girls Soccer – 3rd and 4th Grades**
- a. 4 sets of 16 shirts in the following sizes and quantities:
 - Youth Large.....4
 - Adult Small.....10
 - Adult Medium.....2
 - b. Total quantities:
 - Youth Shirts.....16
 - Adult Shirts.....48
 - c. Color: Kelly Green, Red, Royal, and Sapphire
9. **Girls Soccer – 5th and 6th Grades**
- a. 4 sets of 16 shirts in the following sizes and quantities:
 - Adult Small.....4
 - Adult Medium.....10
 - Adult Large.....2

- b. Total quantities:
 - Adult Shirts.....64
- c. Color: Kelly Green, Light Blue, Red, and Sapphire

10. Start Smart

- a. 3 sets of 20 shirts in the following sizes and quantities:
 - Youth Small.....15
 - Youth Medium.....5
- b. Total quantities:
 - Youth Shirts.....60
- c. Color: Kelly Green, Royal Blue, and Red

11. Teen Flag Football

- a. 4 sets of 14 shirts in the following sizes and quantities:
 - Adult Small.....3
 - Adult Medium.....3
 - Adult Large.....4
 - Adult X-Large.....3
 - * Adult XX-Large.....1
 - * Raglan Jersey
- b. Total quantities:
 - Adult Shirts.....56
- c. Color: Burgundy, Dark Green, Navy Blue, and Royal Blue

12. Coaches Shirts

- a. 80 shirts in the following sizes and quantities:
 - Adult Medium.....20
 - Adult Large.....50
 - Adult XX-Large.....10
- b. Total quantities:
 - Adult Shirts.....80
- c. Color: Dark Grey (see specification #6)

13. Soccer Socks

- a. Socks in the following sizes and quantities:
 - Youth.....180
 - Intermediate.....288
- b. Total quantities:
 - Youth Socks.....180
 - Intermediate Socks.....288
- c. Color: Black

14. Volleyball – 4th and 5th Grades

- a. 10 sets of 14 shirts in the following sizes and quantities:
 - Youth Large.....3
 - Adult Small.....6
 - Adult Medium.....4
 - Adult Large.....1
- b. Total quantities:
 - Youth Shirts.....30
 - Adult Shirts.....110
- c. Color: Royal Blue, Kelly Green, Red, Sapphire, Carolina Blue, Orange, Hot Pink, Lime Green, Jade, and Purple

15. Cross Country – 1st through 5th Grades

- a. 2 sets of 50 shirts in the following sizes and quantities:
 - Youth Small.....5
 - Youth Medium.....10
 - Youth Large.....10
 - Adult Small.....10
 - Adult Medium.....10
 - Adult Large.....5
- b. Total quantities:
 - Youth Shirts.....50
 - Adult Shirts.....50
- c. Color: Kelly Green and Orange

SUBTOTALS: A.1 – FALL YOUTH SPORTS

▪ Youth Shirts.....	443
▪ Adult Shirts.....	593
▪ Adult Raglan Shirts.....	56
↳ Total Shirts	1,092
▪ Youth soccer socks:.....	180
▪ Intermediate socks:.....	288
↳ Total Socks	468

A.2. WINTER YOUTH AND TEEN SPORTS – Due November 13, 2014

1. Boys Basketball – 3rd and 4th Grades

- a. 26 sets of 11 shirts in the following sizes and quantities:
 - Youth Large.....3
 - Adult Small.....8
- b. Total quantities:
 - Youth Shirts.....78

- Adult Shirts208
- c. Color: 13 sets of contrasting colors, repeat 13 colors to equal 26 sets

2. Boys Basketball – 5th and 6th Grades

- a. 24 sets of 11 shirts in the following sizes and quantities:
 - Adult Small3
 - Adult Medium6
 - Adult Large2
- b. Total quantities:
 - Adult Shirts264
- c. Color: 12 sets of contrasting colors, repeat colors to equal 24 sets

3. Girls Basketball – 3rd and 4th Grades

- a. 20 sets of 11 shirts in the following sizes and quantities:
 - Youth Large4
 - Adult Small7
- b. Total quantities:
 - Youth Shirts80
 - Adult Shirts140
- c. Color: 14 different/contrasting (no white), repeat 6 colors to equal 20 sets

4. Girls Basketball – 5th and 6th Grades

- a. 14 sets of 11 shirts in the following sizes and quantities:
 - Adult Small4
 - Adult Medium6
 - Adult Large1
- b. Total quantities:
 - Adult Shirts154
- c. Color: 12 different/contrasting (no white), repeat 2 colors to equal 14 sets

5. Girls Teen Basketball

- a. 8 sets of 11 shirts in the following sizes and quantities:
 - Adult Medium7
 - Adult Large4
- b. Total quantities:
 - Adult Shirts88
- c. Color: Sapphire, Gold, Pink, Royal Blue, Kelly Green, Red, Orange, and Light Blue
- d. See Specification #4 for printing and numbering requirements.

6. Boys Teen Basketball

- a. 14 sets of 11 shirts in the following sizes and quantities:

- Adult Medium.....4
 - Adult Large.....5
 - Adult X-Large.....2
- b. Total quantities:
- Adult Shirts.....143
- c. Color: Royal Blue, Navy Blue, Red, Kelley Green, Black, Gold, Charcoal, Light Blue, Ash, Maroon, Jade, Daisy, Orange, and Forest Green
- d. See Specifications #4 for printing and numbering requirements.

7. Boys Youth Basketball – 1st Grade

- a. 13 sets of 13 shirts in the following sizes and quantities:
- Youth Small (6-8).....2
 - Youth Medium (10-12).....4
 - Youth Large (14-16).....6
 - Adult Small.....1
- b. Total quantities:
- Youth Shirts.....156
 - Adult Shirts.....13
- c. Color: Kelly, Royal Blue, Navy, Sport Grey, Daisy, Gold, Red, Purple, Orange, Charcoal, Electric Green, Black, and Sapphire

8. Boys Youth Basketball – 2nd Grade

- a. 16 sets of 13 shirts in the following sizes and quantities:
- Youth Medium (10-12).....1
 - Youth Large (14- 16).....9
 - Adult Small.....3
- b. Total quantities:
- Youth Shirts.....160
 - Adult Shirts.....48
- c. Color: Forest, Kelly, Light Blue, Royal Blue, Navy, Sport Grey, Sapphire, Charcoal, Daisy, Gold, Orange, Red, Purple, Maroon, Black, and Electric Green

9. Girls Youth Basketball – Kindergarten and 1st Grade

- a. 8 sets of 13 shirts in the following sizes and quantities:
- Youth Small (6-8).....4
 - Youth Medium (10-12).....4
 - Youth Large (14-16).....4
 - Adult Small.....1
- b. Total quantities:
- Youth Shirts.....96
 - Adult Shirts.....8
- c. Color: Light Pink, Purple, Light Blue, Orange, Red, Daisy, Royal Blue, and Kelly

10. Girls Youth Basketball – 2nd Grade

- a. 8 sets of 13 shirts in the following sizes and quantities:
 - Youth Small (6-8).....2
 - Youth Medium (10-12).....5
 - Youth Large (14-16).....5
 - Adult Small.....1
- b. Total quantities:
 - Youth Shirts.....96
 - Adult Shirts.....8
- c. Color: Purple, Lt. Blue, Jade, Red, Daisy, Royal Blue, Navy, and Gold

11. Volleyball – 6th, 7th and 8th Grades

- a. 16 sets of 14 shirts in the following sizes and quantities:
 - Adult Small.....4
 - Adult Medium.....6
 - Adult Large.....3
 - Adult X-Large.....1
- b. Total quantities:
 - Adult Shirts.....224
- c. Color: Royal, Kelly, Red, Carolina Blue, Azalea, Sapphire, Jade, Navy, Purple, Aquatic Blue, Orange, Lime, Gold, Black, Violet, and Sky Blue

12. Volleyball – 9th through 12th Grades

- a. 14 sets of 14 shirts in the following sizes and quantities:
 - Adult Small.....4
 - Adult Medium.....6
 - Adult Large.....3
 - Adult X-Large.....1
- b. Total quantities:
 - Adult Shirts.....196
- c. Color: Royal, Navy, Kelly, Gold, Black, Purple, Jade, Lime, Aquatic Blue, Sapphire, Red, Carolina Blue, Azalea, and Orange

13. Boys Volleyball – 9th through 12th Grades

- a. 8 sets of 14 shirts in the following sizes and quantities:
 - Adult Small.....3
 - Adult Medium.....3
 - Adult Large.....5
 - Adult X-Large.....2
 - Adult XX-Large.....1
- b. Total quantities:
 - Adult Shirts.....112

c. Color: Royal, Navy, Black, Red, Maroon, Carolina Blue, Kelly Green, and Gold

14. Start Smart

a. 3 sets of 20 shirts in the following sizes and quantities:

- Youth Small (6-8).....12
- Youth Medium (10-12).....8

b. Total quantities:

- Youth Shirts.....60

c. Color: Gold, Athletic Grey and Royal

15. Coaches Shirts

a. 107 shirts in the following sizes and quantities:

- Adult Medium.....18
- Adult Large.....28
- Adult X-Large.....45
- Adult XX-Large.....13
- Adult XXX-Large.....6

b. Total quantities:

- Adult Shirts.....107

c. Color: Dark Grey (see specification #6)

16. Boys Basketball League - Kindergarten

a. 6 Sets of 13 shirts in the following sizes and quantities:

- Youth Small.....2
- Youth Medium.....6
- Youth Large.....4
- Adult Small.....1

b. Total quantities:

- Youth Shirts.....72
- Adult Shirts.....6

c. Color: Kelly, Royal, Red, Purple, Gold, and Charcoal

SUBTOTALS: A.2 - WINTER YOUTH AND TEEN SPORTS

- Youth Shirts.....798
- Adult Shirts.....1,719
- ↪ **Total Shirts**.....**2,517**

A.3. SPRING YOUTH SPORTS - Due February 25, 2015

1. Soccer - 1st and 2nd Grades

a. 12 sets of 16 shirts in the following sizes and quantities:

- Youth Medium..... 4
- Youth Large..... 12

b. Total quantities:

- Youth Shirts.....192

c. Color: White, Dark Gray, Navy, Light Blue, Gold, Red, Kelly, Maroon, Orange, and Purple * **Repeat Light Blue and Red***

2. Soccer – 3rd and 4th Grades

a. 10 sets of 16 shirts in the following sizes and quantities:

- Adult Small.....14
- Adult Medium.....3

b. Total quantities:

- Adult Shirts.....160

c. Color: White, Dark Gray, Navy, Light Blue, Gold, Red, Kelly, Maroon, Purple, and Pink

3. Soccer – 5th and 6th Grades

a. 8 sets of 17 shirts in the following sizes and quantities:

- Adult Medium.....2
- Adult Medium.....12
- Adult Large.....3

b. Total quantities:

- Adult Shirts.....136

c. Color: Navy, Light Blue, Red, Kelly, Maroon, Black, Gold, and Orange

4. Girls Softball – 3rd and 4th Grades

a. See specification #7 for Youth and Teen Shirts

b. 3 sets of 14 shirts in the following sizes and quantities:

- Youth Large (Girls Sleeveless).....2
- Adult Small.....6
- Adult Medium.....6

c. Total quantities:

- Youth Shirts.....6
- Adult Shirts.....36

d. Color: Light Blue, Red, and Kelly Green

5. Girls Softball – 5th and 6th Grades

a. See specification #7 for Youth and Teen Shirts

b. 3 sets of 14 shirts in the following sizes and quantities:

- Adult Medium (Girls Sleeveless).....7
- Adult Large.....6
- Adult X-Large.....1

- c. Total quantities:
 - Adult.....42
- d. Color: Light Blue, Navy, and Kelley Green

6. T- Baseball – 1st and 2nd Grades

- a. 9 sets of hats in the following sizes and quantities (Item #9):
 - Youth Hats.....14
- b. 9 sets of 14 shirts in the following sizes and quantities:
 - Youth Medium.....2
 - Youth Large.....8
 - Adult Small.....4
- c. Total quantities:
 - Youth Hats.....126
 - Youth Shirts.....90
 - Adult Shirts.....36
- d. Color:
 - Hats – To match team shirts
 - Shirts – Red, Royal, Gold, Kelley Green, Navy, Ash, Orange, Light Blue, and Maroon

7. IUGS Baseball – 2nd and 3rd Grades

- a. 4 sets of 15 hats in the following sizes and quantities (Item #9):
 - Youth Hats.....10
 - Adult Hats.....5
- b. 4 sets of 15 shirts in the following sizes and quantities:
 - Youth Medium.....3
 - Youth Large.....6
 - Adult Small.....4
 - Adult Medium.....2
- c. Total quantities:
 - Youth Hats.....40
 - Adult Hats.....20
 - Youth Shirts.....24
 - Adult Shirts.....32
- d. Color:
 - Hats – To match team shirts
 - Shirts – Kelly Green, Red, Orange, and Royal Blue

8. IUGS Baseball – 4th and 5th Grades

- a. 4 sets of 15 hats in the following sizes and quantities:
 - Youth Hats.....15
- b. 4 sets of 15 shirts in the following sizes and quantities:

- Youth Medium.....2
- Youth Large.....6
- Adult Small.....5
- Adult Medium.....2

c. Total quantities:

- Youth Hats.....60
- Youth Shirts.....32
- Adult Shirts.....28

d. Color:

- Hats – To match team shirts
- Shirts – Red, Navy Blue, Green, and Gold

9. Softball – 1st and 2nd Grades

a. 3 sets of 14 shirts in the following sizes and quantities:

- Youth Medium.....4
- Youth Large.....8
- Adult Small.....2

b. Total quantities:

- Youth Shirts.....36
- Adult Shirts.....6

c. Color: Red, Royal, and Sapphire

10. Coaches Shirts

a. 90 shirts in the following sizes and quantities:

- Adult Medium.....10
- Adult Large.....30
- Adult X-Large.....30
- Adult XX-Large.....20

b. Total quantity:

- Adult Shirts.....90

c. Color: Dark Grey (see specification #6)

11. Start Smart

a. 1 set of 20 shirts in the following sizes and quantities:

- Youth Small (6-8).....12
- Youth Medium (10-12).....8

b. Total quantities:

- Youth Shirts.....20

c. Color: Orange

12. Volleyball – 4th & 5th Grades

a. 10 sets of 14 shirts in the following sizes and quantities:

- Youth Large.....3
- Adult Small.....6
- Adult Medium.....4
- Adult Large.....1

b. Total quantities:

- Youth Shirts.....13
- Adult Shirts.....110

c. Color: Royal, Kelley, Red, Sapphire, Carolina Blue, Azalea, Orange, Lime, Navy, and Purple

13. Volleyball – 6th through 8th Grades

a. 16 sets of 14 shirts in the following sizes and quantities:

- Adult Small.....4
- Adult Medium.....6
- Adult Large.....3
- Adult X-Large.....1

b. Total quantities:

- Adult Shirts.....224

c. Color: Royal, Red, Azalea, Carolina Blue, Sapphire, Navy, Jade, Violet, Orange, Aquatic Blue, Purple, Lime, Black, Daisy, and Maroon

14. Soccer Socks

a. Soccer socks in the following sizes and quantities:

- Youth Socks.....160
- Intermediate Socks.....272

b. Color: Black

15. Visors

a. Visors (Item #10) – quantity:.....144

b. Color: Navy

c. Imprint: Kelley Green

16. Track and Field – 1st through 5th Grades

a. 6 sets of 80 shirts in the following sizes and quantities:

- Youth Small.....10
- Youth Medium.....15
- Youth Large.....15
- Adult Small.....15
- Adult Medium.....15
- Adult Large.....10

b. Total quantities:

- Youth Shirts.....180
- Adult Shirts.....180

c. Color: Charcoal, Navy, Royal, Red, Gold, and Kelley Green

17. Track and Field – Hershey State

a. 1 set of 30 shirts in the following sizes and quantities:

▪ Youth Small.....	3
▪ Youth Medium.....	6
▪ Youth Large.....	7
▪ Adult Small.....	7
▪ Adult Medium.....	5
▪ Adult Large.....	2

b. Total quantities:

▪ Youth Shirts.....	16
▪ Adult Shirts.....	14

c. Color: Kelly Green

SUBTOTALS: A.3 – SPRING YOUTH SPORTS

▪ Youth Shirts.....	620
▪ Adult Shirts.....	1,016
▪ Youth Sleeveless V-Neck Softball.....	6
▪ Adult Sleeveless V-Neck Softball.....	78
↳ Total Shirts.....	1,720
▪ Youth Soccer Socks.....	160
▪ Intermediate Soccer Socks.....	272
↳ Total Soccer Socks.....	432
▪ Adult Hats.....	20
▪ Youth Hats.....	126
↳ Total Hats.....	146
▪ Visors.....	144

A.4. SUMMER YOUTH SPORTS – Due June 5, 2015

1. Sports Fest

a. 250 shirts in the following sizes and quantities:

▪ Youth Small.....	25
▪ Youth Medium.....	25
▪ Youth Large.....	50
▪ Youth X-Large.....	25
▪ Adult Small.....	25
▪ Adult Medium.....	50
▪ Adult Large.....	25
▪ Adult X-Large.....	25

b. Total quantities:

▪ Youth Shirts.....	125
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- Adult Shirts.....125
- c. Color: Shirts – Four color design TBD
Logo – Black background with 4 color logo

2. Start Smart Tennis

- a. 1 set of 20 shirts in the following sizes and quantities:
 - Youth Small.....14
 - Youth Medium.....6
- b. Total Quantities:
 - Youth Shirts.....20
- c. Color: Purple

SUBTOTALS: A.4 – SUMMER YOUTH SPORTS

- Youth Shirts.....145
- Adult Shirts.....125
- ↳ **Total Shirts.....270**

SECTION B – ADULT SPORTS

SPECIFICATIONS

1. Jersey knit t-shirt style, 100% cotton, 6.1oz or better weight, taped crew neck with a hemmed short sleeve.
2. Heavyweight blend adult contrast ringer tee 50/50, 2 needle set-on rib knit collar and cuffs, 2 needle hemmed bottom.
3. Jersey knit, long sleeved shirt, 100% cotton, 6.1oz weight or better, taped crew neck and shoulders double needle stitching.
4. Sweatshirts shall be a thick, 50/50 blend, heavy weight, 10 ounce or greater, set in long sleeve, full athletic cut, crew neck.
5. Hooded sweatshirt, heavy-weight 10oz or greater, ultra cotton 80%, polyester 20%, double lined draw string hood, rib cuffs, with lycra, pouch pocket, double needle stitch.
6. Full Zip Hooded sweatshirt, heavy weight blend 9.5oz or greater, jersey lined hood with grommets and matching draw cord, split muff pockets, ribbed cuffs and waistband of lycra.
7. Medium nylon sports bag 100% with vinyl waterproof backing, extra wide top with double zipper opening, matching shoulder and hand strap, three wet pockets 20”w x 12”h x 10”d or greater.

8. Large nylon sports bag, 100% nylon with vinyl waterproof backing, extra wide top with double zipper opening, matching shoulder and hand strap, three wet pockets. 24”w x 12”h x 12”d.
9. Hooded half-zip nylon taffeta pullover. Water resistant with front pouch, elastic cuffs, drawstring waistband and hood.
10. Mock turtleneck 7.1oz cotton, 100% preshrunk cotton rib knit neck and cuffs
11. Moisture wicking T-shirt: 100% polyester, fabric wicks moisture away from the body, double – needle hemmed sleeves.
12. Full Zip fleece Jacket: 8oz or better weight, 100% spun soft polyester fleece with finished non pill on face, 2 front pockets, non-roll elastic cuffs, bottom hem with inside casing with draw cord and toggles.
13. Long Sleeve Tee shirt 6.1oz cotton.
14. Light Weight Waterproof Jacket with hood, full zip, shell only no liner.
15. Long Sleeve moisture wicking shirt: 100% polyester, fabric wicks moisture away from body, double needle hemmed sleeves.
16. Short sleeve moisture wicking shirt: 100% polyester, fabric wicks moisture away from body, double needle hemmed sleeves.

B.1. FALL ADULT SPORTS – Due August 29, 2014

1. Tennis Tournament

- a. Refer to specification #1 (t-shirt)
- b. Shirts in the following sizes and quantities:
 - Adult Medium.....15
 - Adult Large.....25
 - Adult X-Large.....15
- c. Total quantities:
 - Adult.....55
- d. Color: Ash
- e. Print: TBD

2. Sports Staff Shirts

- a. Refer to specification #1 (t-shirt)
- b. Shirts in the following sizes and quantities:
 - Adult Medium.....15
 - Adult Large.....24
 - Adult X-Large.....24
 - Adult XX-Large.....6
 - Adult XXX-Large.....4

- c. Total quantities
 - Adult.....73
- d. Color: Navy Blue
- e. Print: City logo/sports staff in white on front left chest
Character Counts! Logo on back of shirts

3. Fall Golf Classic

- a. Harriton Athletic V-Neck Pullover Jacket in the following sizes and quantities:
 - Women’s Small.....6
 - Women’s Medium.....6
 - Men’s Small.....3
 - Men’s Medium.....6
 - Men’s Large.....42
 - Men’s X-Large.....54
 - Men’s XX-Large.....24
 - Men’s 3X-Large.....12
 - Men’s 4X-Large.....3
- b. Total quantities:
 - Women.....12
 - Men.....144
- c. Color: City logo in Dark Green on left chest

4. Sports Staff Sweatshirts

- a. Refer to specification #5 (hooded sweatshirt)
 - Adult Medium.....20
 - Adult Large.....24
 - Adult X-Large.....20
- b. Total quantities:
 - Adult.....64
- c. Color: Navy Blue
- d. Print: Sports staff logo, front chest

B.2. ADULT SPORTS – Due October 1, 2014

1. Fall Volleyball League – 2nd Place

- a. #16 short sleeve moisture wicking shirt:
 - Adult.....72

2. Fall Volleyball League – 1st Place

- a. #15 long sleeve moisture wicking shirt:
 - Size TBD.....72
- b. Size, Printing and Color –TBD

B.3. ADULT SPORTS – Due February 4, 2015

- 1. **Winter Adult Volleyball 1st Place**
 - a. #12 full-zip fleece jacket:
 - Size TBD.....72
 - b. Color: TBD
 - c. Printing: TBD

- 2. **Winter Volleyball League 2nd Place**
 - a. #1 Jersey Knit T-Shirt 100% Cotton
 - Size TBD.....72
 - b. Color: TBD
 - c. Printing: TBD

- 3. **Sports Staff T-Shirt**
 - a. Refer to #1 specification, T-shirt:
 - Adult.....48
 - b. Size: Individual sizes will be provided at a later date
 - c. Color: TBD
 - d. Printing: Front (heart crest) City logo in white, on back Character Counts, City

- 4. **Spring Swing Golf Tournament**
 - a. Golf Shoe Bag.....144
 - b. Color: Forest Green

B.4. ADULT SPORTS – Due March 31, 2015

- 1. **Spring Volleyball 1st Place**
 - a. #14, Light Weight Waterproof Jacket with Hood (Full-Zip):
 - Size TBD.....72
 - b. Color: TBD
 - c. Printing: TBD

- 2. **Spring Volleyball 2nd Place**
 - a. #1 Jersey Knit t-shirt Style 100% cotton:
 - Size TBD.....72
 - b. Color: TBD
 - c. Printing: TBD

B.5. ADULT SPORTS – Due May 28, 2015

- 1. **Summer Indoor Sixes Volleyball 2nd Place**
 - a. #7 Medium Nylon Sports Bag
 - Adult.....48
 - b. Size: To be determined at a later date
 - c. Color: TBD
 - d. Printing: TBD

- 2. **Men’s Summer Softball**
 - a. Refer to #4 Sweatshirt
 - b. 20 sweatshirts in the following sizes and quantities:
 - Adult Large.....4
 - Adult X-Large.....12
 - Adult XX-Large.....4
 - c. Total quantities:
 - Adult.....20
 - d. Color: TBD
 - e. Printing: TBD

- 3. **Summer Indoor Sixes Volleyball League 1st Place**
 - a. #8 Large Nylon Sports Bag:
 - Adult.....48
 - b. Size: To be determined at a later date
 - c. Color: TBD
 - d. Printing: TBD

- 4. **Adult Outdoor Volleyball League**
 - a. #8 Large Nylon Sports Bag:
 - Size TBD.....4
 - b. Color: TBD
 - c. Imprint: TBD

- 5. **Adult Outdoor Volleyball League 2nd Place**
 - a. #7 Medium Nylon Sports Bag:
 - Size TBD.....13
 - b. Color: TBD
 - c. Imprint: TBD

- 6. **Coed Softball Summer**

- a. #8 Large Nylon Sports Bag.....40
- b. Color: TBD
- c. Imprint: TBD

SECTION C – YOUTH SERVICES AND SUMMER CAMPS

SPECIFICATIONS

1. Jersey knit t-shirt style, a blend of 50% cotton and 50% polyester, 5.4oz or better, taped crew neck with a double needle stitching.
2. Jersey knit t-shirt style, 100% cotton, 6.1oz or better weight, taped crew neck with a hemmed short sleeve.
3. Cinch Pack – 16w X 19h or larger –draw string closure with grommet corners – durable nylon.
4. Jersey Knit long sleeve t-shirt – 100% cotton 6.1 oz. weight or better.
5. 50/50 jersey knit, set in sleeves, ribbed fashion knit collar and cuffs, double needle hem, tubular body, three button placket, pearlized buttons.
6. 600 Denier Polyester/PVC Backpack with adjustable back strap, front pocket and separate main area. Imprint to be determined, printing on one-side in contrasting color.
7. Hooded sweatshirt- Heavyweight-lined with draw string and front pouch.
8. Ring Tee Shirt – knit collar and cuffs, contrasting neck and sleeve bands.

C.1. YOUTH SERVICES – Due August 30, 2014

1. Youth Services Staff Shirts

- a. Refer to specifications #1:
 - Adult Small.....40
 - Adult Medium.....50
 - Adult Large.....50
 - adult X-Large.....10
 - adult XX-Large.....10
 - adult 5X-Large.....5
- b. Total quantities:
 - Adult Shirts.....165
- c. Color: Red
- d. Printing: Front and Back - White

2. Youth Services Long Sleeve T-Shirt

- a. Refer to specifications #4:

- Adult Small.....10
 - Adult Medium.....20
 - Adult Large.....10
 - Adult X-Large.....10
- b. Total quantities:
- Adult Shirts.....50
- c. Color: TBD

3. Youth Services Hooded Sweatshirt

- a. Refer to specifications #7:
- Adult Small.....10
 - Adult Medium.....10
 - Adult Large.....15
 - Adult X-Large.....10
 - Adult XX-Large.....5
- b. Total quantities:
- Total Adult Shirts.....50
- c. Color: TBD

C.2. SUMMER PROGRAMS - Due May 19, 2015

NOTE - Confirmation of this part of the order is to be completed by March 8, 2015

1. Staff Shirts - Summer Camps

- a. Refer to specifications #2:
- Adult Small.....35
 - Adult Medium.....45
 - Adult Large.....60
 - Adult X-Large.....40
 - Adult XX Large.....15
 - Adult 5X-Large.....5
- b. Total quantities:
- Total Adult Shirts.....200
- c. Color: Red
- d. Printing: Front and Back - White

2. Camp Staff Shirts - Counselor in Training Program

- a. Refer to specifications #1:
- Adult Small.....40
 - Adult Medium.....40
 - Adult Large.....20
- b. Total quantities:
- Total Adult Shirts.....100

- c. Color: Green
- d. Printing: Front in Yellow

3. Camp Staff Shirts – Team Leader

- a. Refer to specifications #6:
 - Adult Small.....10
 - Adult Medium.....20
 - Adult Large.....25
 - Adult X-Large.....5
- b. Total quantities:
 - Total Adult Shirts.....60
- c. Color: Royal Blue
- d. Printing: White

4. Community Camper Shirts

- a. Refer to specifications #1:
 - Youth Small.....150
 - Youth Medium.....150
 - Youth Large.....250
 - Adult Small.....250
 - Adult Medium.....150
 - Adult Large.....100
 - Adult X-Large.....20
- b. Total quantities:
 - Total Youth Shirts.....550
 - Total Adult Shirts.....520
- c. Color: Sapphire Blue
- d. Printing: Front in White

5. Staff Shirts – “5 Year Award” Continuous Service

- a. Refer to specifications #8:
 - Adult Small.....5
 - Adult Medium.....10
 - Adult Large.....10
 - Adult X-Large.....5
- b. Total quantities:
 - Total Adult Shirts.....30
- c. Color: TBD
- d. Printing: TBD

SECTION D – CASEY COMMUNITY CENTER

SPECIFICATIONS

1. Jersey knit t-shirt style, a blend of 50% cotton and 50% polyester, 5.4oz or better, taped crew neck with a double needle stitching.

D.1. SUMMER PROGRAMS – Due September 10, 2014

1. Creative Tot-Time Program Shirts

- a. Refer specifications #1:

▪ Youth Small.....	60
▪ Youth Medium.....	60
▪ Youth Large.....	8
▪ Adult Small.....	1
▪ Adult Medium.....	3
▪ Adult Large.....	3
▪ Adult X-Large.....	3

- b. Total quantities:

▪ Total Youth Shirts.....	128
▪ Total Adult Shirts.....	10

- c. Color: Neon Green

- d. Printing: Logo on front, 5 color art work

SECTION E – AQUATICS

SPECIFICATIONS

1. Hanes beefy-t, taped crewneck hemmed short sleeve 100% cotton.
2. Hanes beefy-t, taped crewneck hemmed long sleeve 100% cotton.
3. Tank top, sleeveless, 100% cotton, heavy/premium weight, banded neck and arm holes.
4. Sleeveless tee, hemmed armhole, double needle stitching throughout, 100% cotton.
5. 50/50 jersey knit, set in sleeves, ribbed fashion knit collar and cuffs, double needle hem, tubular body, two button placket, paralyzed buttons.
6. Hooded sweatshirt, heavyweight, 9.5oz or greater, ultra cotton 80 percent polyester 20 percent, double-lined drawstring hood, rib cuffs, with Lycra, pouch pocket, double needle stitch.
7. 9oz fleece pant 50/50 covered elastic waist band with inside draw cord, banded bottom with double needle stitching, side seam pocket.

8. Hooded half zip nylon taffeta pullover. Water resistant with front pouch, elastic cuffs, drawstring waste band and hood.

E.1. AQUATICS – Due April 13, 2015

1. Lifeguard Staff Shirts

- a. Refer to specifications #1:
- Adult Small..... 45
 - Adult Medium..... 40
 - Adult Large..... 25
 - Adult X-Large..... 15
 - Adult XX-Large..... 15
- b. Total quantities:
- Total Adult Shirts.....140
- c. Color: White
- d. Printing: Logo on left breast (Gaithersburg logo), centered across back shoulders (Guard), centered underneath with a boxed red cross (red boxed in blue)

2. Lifeguard Long Sleeve

- a. Refer to specifications #2:
- Adult Small..... 25
 - Adult Medium..... 20
 - Adult Large..... 15
 - Adult X-Large..... 10
 - Adult XX-Large..... 8
- b. Total quantities:
- Total Adult Shirts..... 78
- c. Color: White
- d. Printing: Same as item #1

3. Lifeguard Tank-top

- a. Refer to specifications #3:
- Adult Small..... 40
 - Adult Medium..... 40
 - Adult Large..... 20
 - Adult X-Large..... 6
 - Adult XX-Large..... 4
- b. Total quantities:
- Total Adult Tank-Tops.....110
- c. Color: White
- d. Printing: Same as item #1

4. Pool Aide Staff Shirt

- a. Refer to specifications #1:
 - Adult Small.....30
 - Adult Medium.....25
 - Adult Large.....25
 - Adult X-Large.....10
 - Adult XX-Large.....6
- b. Total quantities:
 - Total Adult Shirts.....96
- c. Color: White
- d. Printing: Dark royal blue, Water Park Logo on Center Back, Gaithersburg Logo on Left chest with Aquatics underneath,

5. Pool Aide Staff Long Sleeve

- a. Refer to specifications #2:
 - Adult Small.....15
 - Adult Medium.....15
 - Adult Large.....10
 - Adult X-Large.....5
 - Adult XX-Large.....3
- b. Total quantities:
 - Total Adult Shirts.....48
- c. Color: White
- d. Printing: See item #5

6. Cashier Collared Shirts

- a. Refer to specifications #5:
 - Adult Small.....15
 - Adult Medium.....8
 - Adult Large.....8
 - Adult X-Large.....5
 - Adult XX-Large.....2
- b. Total quantities:
 - Total Adult Shirts.....38
- c. Color: Dark Royal
- d. Printing: Left breast only City Aquatics logo in white ink

7. Water Park Staff Hooded Sweatshirts

- a. Refer to specifications #6:
 - Adult Small.....10
 - Adult Medium.....12
 - Adult Large.....10

- Adult X-Large.....8
 - Adult XX-Large.....4
- b. Total quantities:
- Total Adult Hooded Sweatshirts.....44
- c. Color: Sweatshirt – Grey
 City logo – Black
- d. Printing: City logo on left chest

8. Water Park Staff Sweatpants

- a. Refer to specifications #7:
- Adult Small.....4
 - Adult Medium.....12
 - Adult Large.....12
 - Adult X-Large.....6
 - Adult XX-Large.....4
- b. Total quantities:
- Total Adult Sweatpants.....38
- c. Color: Black
- d. Printing: White City logo/aquatics on upper left

9. Water Park Lifeguard Jackets

- a. Refer to specifications #8:
- Adult Small.....4
 - Adult Medium.....10
 - Adult Large.....8
 - Adult X-Large.....6
 - Adult XX-Large.....3
- b. Total quantities
- Total Adult Jackets.....31
- c. Color: Red
- d. Printing: White city logo and aquatics upper left chest, in white “GUARD” on upper back of jacket

10. Supervisors Shirts

- a. Refer to specifications #1:
- Adult Small.....10
 - Adult Medium.....10
 - Adult Large.....6
 - Adult X-Large.....6
 - Adult XX-Large.....4
- b. Total quantities:
- Total Adult Shirts.....36

- c. Color: Sport Grey
- d. Printing: Left breast: City aquatics logo Black ink

SECTION F – ARTS AND SPECIAL EVENTS

SPECIFICATIONS

- 1. Jersey knit tee shirt, 100% cotton, 6.1oz or better, taped crew neck with hemmed short sleeve.

F.1. ARTS AND SPECIAL EVENTS – Due August 11, 2014

1. Arts and Special Events Shirts

- a. Shirts in the following sizes and quantities:
 - Adult Medium.....12
 - Adult Large.....25
 - Adult X-Large.....12
 - Adult XX-Large.....5
- b. Total quantities:
 - Total Adult Shirts.....54
- c. Color: Safety green
- d. Printing and logo TBD

~ END OF SECTION 7 ~

SECTION 8: Attachments and Exhibits



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the responder, or any other person substantially involved in the responder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

6. Responder hereby declares that this bid or proposal is made without any connection or collusion with any person, entity or corporation making a bid or proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this bid proposal is accepted, this Responder will contract to do, for the price stated in the attached cost proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Bid Proposal Price Sheet

Solicitation No. 2014-010

Please complete this form in its entirety and include it with your Bid Proposal. The Bidder shall be responsible for furnishing all the Apparel and Services necessary to fulfill its obligations under the Contract.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____, _____

Telephone Numbers: (P) _____ (F) _____

SECTION A			
DESCRIPTION	QTY	UNIT PRICE	TOTAL
A1: Fall Season			
▪ Youth Shirts	443	\$	\$
▪ Adult Shirts	593	\$	\$
▪ Adult Raglan	56	\$	\$
▪ Youth Soccer Socks	180	\$	\$
▪ Intermediate Soccer Socks	288	\$	\$
A2: Winter Season			
▪ Youth Shirts	798	\$	\$
▪ Adult Shirts	1,719	\$	\$
A3: Spring Season			
▪ Youth Shirts	620	\$	\$
▪ Adult Shirts	1,016	\$	\$
▪ Youth Sleeveless Softball Shirts (#7)	6	\$	\$
▪ Adult Sleeveless V-Neck Shirts (#7)	78	\$	\$
▪ Youth Soccer Socks	160	\$	\$
▪ Intermediate Soccer Socks	272	\$	\$
▪ Visors	144	\$	\$
▪ Youth Baseball Hats	126	\$	\$
▪ Adult Baseball Hats	20	\$	\$
A4: Summer Season			
▪ Youth Shirts	145	\$	\$
▪ Adult Shirts	125	\$	\$
Subtotal Section A:			\$

SECTION B			
DESCRIPTION	QTY	UNIT PRICE	TOTAL
B1: Fall Adult			
▪ Adult Shirts Tennis Tournament	50	\$	\$
▪ Sports Staff Shirts (#1)	70	\$	\$
▪ Fall Golf Classic V-Neck Pullover	144	\$	\$
▪ Fall Golf V-Neck Pullover (Women)	12	\$	\$
▪ Sports Staff Sweatshirts (#5)	64	\$	\$
B2: Fall Adult			
▪ Adult Fall Volleyball 2nd Place (#16)	72	\$	\$
▪ Adult Fall Volleyball 1st Place (#15)	72	\$	\$
B3: Winter Adult			
▪ Adult Winter Volleyball 1st Place (#12)	72	\$	\$
▪ Adult Winter Volleyball 2nd Place (#1)	72	\$	\$
▪ Golf Shoe Bag Spring Swing Golf Tournament	144	\$	\$
▪ Sports Staff Shirts (#1)	48	\$	\$
B4: Spring Adult			
▪ Adult Spring Volleyball 1st Place (#14)	72	\$	\$
▪ Adult Spring Volleyball 2nd Place (#1)	72	\$	\$
B5: Summer Adult			
▪ Summer Indoor Volleyball 2nd Place (#7)	48	\$	\$
▪ Men's Summer Softball (#4)	20	\$	\$
▪ Summer Indoor Volleyball 1st Place (#8)	48	\$	\$
▪ Adult Outdoor Volleyball (#8)	4	\$	\$
▪ Adult Outdoor Volleyball 2nd Place (#7)	13	\$	\$
▪ Coed Softball Summer (#8 nylon bag)	40	\$	\$
Subtotal Section B:			\$

SECTION C			
DESCRIPTION	QTY	UNIT PRICE	TOTAL
C1			
▪ Adult Youth Services Staff Shirts (#1)	165	\$	\$
▪ Adult Long Sleeve T-Shirt	50	\$	\$
▪ Adult Youth Services Sweatshirts (#4)	50	\$	\$
C2			
▪ Staff Shirts Summer Camps	200	\$	\$
▪ Adult Counselor in Training (#1)	100	\$	\$
▪ Team Leader Shirt (#6)	60	\$	\$
C3			
▪ Youth Camp Shirts (Saphire Blue) (#1)	550	\$	\$
▪ Adult Camp Shirts (Saphire Blue) (#1)	520	\$	\$

Bid Proposal Price Sheet

▪ Staff Shirt (5 year award)	30	\$	\$
Subtotal Section C:			\$

SECTION D			
DESCRIPTION	QTY	UNIT PRICE	TOTAL
D1			
▪ Youth Tot Time Shirts (#1)	128	\$	\$
▪ Adult Tot Time Shirts (#1)	10	\$	\$
Subtotal Section D:			\$

SECTION E			
DESCRIPTION	QTY	UNIT PRICE	TOTAL
E1			
▪ Adult Lifeguard Staff Shirts (#1)	140	\$	\$
▪ Adult Lifeguard Long Sleeve Staff Shirts (#2)	78	\$	\$
▪ Adult Lifeguard Tank-Top (#3)	110	\$	\$
▪ Adult Pool Aide Staff Shirt (#1)	96	\$	\$
▪ Adult Long Sleeve Pool Aide Shirt (#2)	48	\$	\$
▪ Cashier/ Collared Shirts (#5)	38	\$	\$
▪ Water Park Hooded Sweatshirts (#6)	44	\$	\$
▪ Water Park Staff Sweatpants (#7)	38	\$	\$
▪ Adult Lifeguard Jackets (#8)	31	\$	\$
▪ Supervisors Shirts (#1)	36	\$	\$
Subtotal Section E:			\$

SECTION F			
DESCRIPTION	QTY	UNIT PRICE	TOTAL
F1			
▪ Jersey Knit Tee Shirt (#1)	54	\$	\$
Subtotal Section F:			\$

TOTAL BID PROPOSAL PRICE			
TOTAL BID PROPOSAL PRICE (Subtotals A through F)			\$

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

 Signature Title Date



City of Gaithersburg

Bid Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Bid Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name



City of Gaithersburg

Bidder References

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

BIDDER REFERENCES

1 Organization Information

Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Description of Work: _____

2 Organization Information

Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Description of Work: _____

3 Organization Information

Name: _____

Address: _____

Contact Name: _____ Phone #: _____

Description of Work: _____



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors - indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this bid or proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

Conflict of Interest Certification

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with the Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

Yes / No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

<u>Case Number</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Summary</u>
_____	_____	_____	_____
_____	_____	_____	_____

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name