

REQUEST FOR PROPOSALS

No. 2015-015

355 Bus Rapid Transit Implementation Study

Solicitation Issued: January 09, 2015

Proposal Submissions Due: February 10, 2015 Time: 3:00 PM

Submissions Received By: Wes Rhodes, Procurement Manager
Procurement Division
31 South Summit Avenue
Gaithersburg, Maryland 20877

TABLE OF CONTENTS

SECTION 1: Definitions..... 1

SECTION 2: Introduction and Notices to Offerors 2

2.1. Introduction 2

2.2. City’s Liability 2

2.3. Authority to Distribute Solicitation Documents..... 2

2.4. Acceptance 2

2.5. Restricted Discussions 3

2.6. State of Maryland Bid and Contract Requirements 3

 A. Bidding Requirements 3

 B. Contract Requirements..... 3

2.7. ADA Requirements 3

SECTION 3: Solicitation Schedule and Proposal Instructions 4

3.1. Solicitation Schedule..... 4

 A. Solicitation Issued..... 4

 B. Pre-Proposal Conference Call 4

 C. Offeror Questions Due in Writing..... 4

 D. City’s Answers to Questions Issued 4

 E. Closing Deadline 4

3.2. Solicitation Questions and Answers..... 4

 A. Submission of Questions 4

 B. Answers to Questions..... 4

3.3. Proposal Submission Instructions 4

SECTION 4: Proposal Content and Format 6

4.1. Proposal Content and Format..... 6

 A. Part A – Technical Proposal..... 6

 B. Part B – Cost Proposal 8

SECTION 5: Selection Process and Evaluation Criteria..... 10

5.1. Selection Committee 10

5.2. Selection Process..... 10

 A. Part I – Evaluation of Proposals..... 10

 B. Part II - Interviews..... 11

5.3. Evaluation Criteria..... 11

SECTION 6: General Terms and Conditions 12

6.1. Headings 12

6.2. Acceptance and Rejection of Proposals 12

6.3. Accurate Information 12

6.4. Addendums and Amendments 12

6.5. Binding Proposal..... 12

6.6. Confidentiality..... 12

6.7. Contract Award..... 13

6.8. Solicitation Documents..... 13

6.9. Errors in Proposals..... 13

6.10. Interest in More than One Bid and Collusion 13

6.11. Modifications to Proposals..... 13

6.12. Optional Goods and/or Services	14
6.13. Solicitation Protest	14
6.14. Use of Broker	14
6.15. Accounting System and Audit	14
6.16. Assignment of the Contract.....	15
6.17. Changes in Services.....	15
6.18. Contract Disputes.....	15
6.19. Dissemination of Data	16
6.20. Ethics Laws and Requirements	16
6.21. Governing Law	16
6.22. Immigration Reform and Control Act.....	16
6.23. Indemnification.....	16
6.24. Independent Contractor Status/Personnel.....	17
6.25. Laws and Regulations.....	17
6.26. No Waiver.....	17
6.27. Non-Discrimination Requirements	17
6.28. Ownership of Materials	18
6.29. Patents.....	18
6.30. Payment Terms, Taxes and Invoices.....	18
A. Payment Terms.....	18
B. Taxes.....	19
C. Invoices	19
6.31. Records.....	19
6.32. Termination.....	19
A. Termination for Cause	19
B. Termination for Convenience	20
C. Termination for Non-Appropriation of Funds	20
SECTION 7: Special Terms and Conditions.....	21
7.1. Anticipated Costs.....	21
7.2. Insurance.....	21
7.3. Payments	21
SECTION 8: Information, Requirements and Scope of Work.....	22
8.1. Background Information.....	22
8.2. Project Goals	22
8.3. Project Requirements.....	23
8.4. Minimum Qualifications.....	25
SECTION 9: Attachments	27
9.1. Required Forms	27

SECTION 1: Definitions

City: “City” means the City of Gaithersburg, Maryland, a municipal corporation of the State of Maryland.

Closing Deadline: “Closing Deadline” means the date and time in which all Proposals shall be submitted to and received by the City.

Contract: “Contract” means the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means the Offeror awarded the Contract.

Offeror: “Offeror” means any Person submitting a Proposal in response to this Solicitation.

Person: “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.

Procurement Webpage: “Procurement Webpage” means <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Proposal: “Proposal” means the binding offer submitted to the City by an Offeror in response to this Solicitation, which includes both the Technical Proposal and Cost Proposal, and any and all required documents thereof.

Solicitation: “Solicitation” means this Request for Proposals and any and all addenda and amendments hereto.

Solicitation Documents: “Solicitation Documents” means this Solicitation and any and all documents issued and/or used by the City to solicit Proposals, including but not limited to: addendums, amendments, forms and specifications.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking a qualified consultant to assist the City in the development of a targeted study for the Frederick Avenue Corridor (MD 355) that identifies the study area's primary assets, opportunities, and current constraints & liabilities as they relate to implementing a Bus Rapid Transit (hereinafter "BRT") system including:

- A focus on the section of Frederick Avenue from Odend'hal Avenue to Summit Avenue (hereinafter "Study Area");
- An inventory of the existing conditions within the Study Area;
- A series of possible alternatives for BRT operation within the Study Area, which may include, but not be limited to, double-track guideways; single-track guideways, lane repurposing, and mixed traffic;
- Recommended cross-sections, rights-of-way, and possible engineering techniques to facilitate the various BRT scenarios within the Study Area; and
- Guidance on right-of-way policy and station locations relative to the entire four ±-mile corridor through the City.

Culminating with a final document to be presented to the Mayor & City Council.

2.2. CITY'S LIABILITY

- A. This is a Solicitation only and 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.
- B. The City reserves the right to reject any or all 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 until a contract is executed for the Services described herein.

2.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents. Any and all Solicitation Documents obtained from any source other than the City may be incomplete and/or incorrect. The City assumes no responsibility for any error, omission and/or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued by and distributed by the City. Any and all Solicitation Documents shall be posted on the City's Procurement Webpage.

2.4. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

2.5. RESTRICTED DISCUSSIONS

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

2.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

A. Bidding Requirements

The Offeror 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.

B. Contract Requirements

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

2.7. ADA REQUIREMENTS

Any individual 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 Schedule and Proposal Instructions

3.1. **SOLICITATION SCHEDULE**

Below is the schedule of events for this Solicitation. The City reserves the right, in its sole discretion, to modify the schedule at any time as best may serve the interests of the City. Any and all modifications to the schedule shall be made by addendum or amendment, posted on the City's Procurement Webpage.

EVENT	DATE AND TIME
A. Solicitation Issued:	January 9, 2015
B. Pre-Proposal Conference Call: ↳ Location N/A	N/A
C. Offeror Questions Due in Writing:	January 22, 2015 by 3:00 PM
D. City's Answers to Questions Issued:	January 27, 2015
E. Closing Deadline: ↳ Submitted To Wes Rhodes, Procurement Manager Procurement Division 31 South Summit Avenue Gaithersburg, Maryland 20877	February 10, 2015 by 3:00 PM

3.2. **SOLICITATION QUESTIONS AND ANSWERS**

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

A. **Submission of Questions**

Any and all questions regarding this Solicitation shall be submitted: (i) by the date and time specified in Section 3.1 of this Solicitation; and (ii) by way of email to Wes Rhodes, Procurement Manager, at wrhodes@gaitersburgmd.gov. Any and all questions submitted not in compliance with this provision shall not be answered.

B. **Answers to Questions**

The City's answers to Offeror questions, if any, shall be posted by addendum on the City's Procurement Webpage on the date specified in Section 3.1 of this Solicitation.

3.3. **PROPOSAL SUBMISSION INSTRUCTIONS**

- A. Proposals shall be submitted in one (1) sealed envelope or box, which: (i) shall be clearly labeled: *RFP 2015-015 – 355 Bus Rapid Transit Implementation Study*; and (ii) shall contain the documents and materials and in nested envelopes as follows:

- I. One (1) sealed envelope clearly labeled *Part A. Technical Proposal*, which

shall contain: one (1) paper original and five (5) paper copies of the Technical Proposal; and

II. One (1) sealed envelope clearly labeled *Part B. Cost Proposal*, which shall contain: one (1) paper original and five (5) paper copies of the Cost Proposal; and

III. One (1) sealed envelope clearly labeled *Electronic Proposal*, which shall contain: one (1) electronic copy, on a CD or Flash Drive, of the original paper Technical Proposal and the original paper Cost Proposal.

B. It is the responsibility of the Offeror to ensure the delivery of its Proposal by the date and time and to the person and location specified in Event E of Section 3.1 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Closing Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this subsection shall be rejected as non-responsive.

~ END OF SECTION 3 ~

SECTION 4: Proposal Content and Format

4.1. PROPOSAL CONTENT AND FORMAT

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required. Any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. Proposals shall contain the information and be organized as follows:

A. Part A – Technical Proposal

The Technical Proposal shall be submitted separate from the Cost Proposal and shall contain the information and be organized to into separate sections as specified below. Sections I through V parallel the evaluation criteria established in Section 5.3 of this Solicitation.

I. Understanding the Requirements and Ability to Meet

This section of the Technical Proposal shall address and confirm the Offeror understands the requirements of this Solicitation for the planned project. In addition, the Offeror must clearly outline their proposed scope of work and objectives as they relate to the scope and objectives of the total project and service deliverables.

II. Approach and Work Plan

This section of the Technical Proposal shall describe the Offeror's proposed approach and Work Plan for the planned project. The Offeror shall clearly differentiate between tasks which will be the responsibility of the Offeror from those which will be the responsibility of the City. Absence of these distinctions shall signify that the Offeror is assuming full responsibility for all tasks.

The Offeror must describe in detail their Work Plan for meeting the requirements of each of the tasks and activities specified in this Solicitation. Said Work Plan must address the staffing levels required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The Work Plan must address documentation and/or approvals which will be required from the City, anticipated problem areas, along with proposed solutions to such problem areas, etc.

Work Plan steps should be supported by the proposed hours the Offeror agrees to commit to assist the City plus the hours and resources required by the City's staff to assist. The Offeror should clearly specify who has primary responsibility for each Work plan element, the Offeror or the City's staff.

III. Management Plan and Timeline

In this section of the Technical Proposal shall address and provide a Management Plan that clearly explains how the Offeror will manage and control all proposed activities and the resulting timetable including a task-by-task schedule of time required to complete the project. The Offeror must explain how the management and administrative processes will

ensure that appropriate levels of attention are given so that work is properly performed and that milestones are met on a timely basis as proposed.

In addition, the section should set forth beginning and ending dates, deliverables, and major milestones for the proposed timetable that coincides with the proposed Work Plan.

IV. Firm Experience and Capabilities

This section of the Technical Proposal shall provide an overview of the Offeror's firm and their commitment to provide the services requested in this Solicitation. The Offeror should, at a minimum:

- Summarize the organizational structure and size of their firm and provide the firm's date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- Describe the Offeror's local office experience with similar projects, specifically with other government clients.
- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads such practice and where the person is located.
- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.

V. Qualifications, Experience and Capabilities

This section of the Technical Proposal shall address the qualifications of staff assigned by the Offeror to the proposed project. The Offeror should, at a minimum:

- Designate a primary and alternate Project Manager. If the primary Project Manager has no experience in dealing with the accounts of governmental entities, identify the individual with this experience who will be available to work with the primary Project Manager.
- Describe the organization, functional discipline, and responsibilities of project team members.
- Provide a complete resume or description of each team member's education, professional experience, and length of time employed by the Offeror. The Offeror shall also provide this information for any subcontractor that will be used for the proposed project.

All personnel assigned to the proposed project shall remain assigned to the project throughout the contract period. The Offeror shall not substitute or replace any assigned personnel without the prior written approval by the

City. All requests by the Offeror to substitute or replace assigned personnel must be made in writing and must include the resume or description of the new personnel's education, professional experience, and length of time employed by the Offeror.

The Offeror shall clearly state if they intend to subcontract any of the proposed work, and they shall provide the City with the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

VI. Required Forms

This section of the Technical Proposal shall include the following forms, all of which shall be completed in their entirety and, where applicable, be signed and notarized:

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Propose
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information
- ↳ Offeror References
- ↳ Proposal Submission Certification

Any form not completed in its entirety, or the failure by an Offeror to include any form in its Proposal at the time of submission, is cause for the Proposal to be rejected as non-responsive.

B. Part B – Cost Proposal

The Cost Proposal shall be submitted separate from the technical proposal and shall be organized into columns providing hourly rates by personnel category and the number of estimated hours worked by such personnel. In addition, costs related to additional services and reimbursable expenses shall also be included and must be broken out.

The following is provided as an example for how costs should be submitted:

~ Continued on Next Page ~

Personnel Category	Hourly Rate	Estimated Hours	Total
Partner	\$		\$
Manager	\$		\$
Supervisor	\$		\$
Staff	\$		\$
Total Personnel Costs:			\$

Additional Services and Expenses	Cost
Additional Services	\$
Reimbursable Expenses	\$
Total Additional Services and Expenses:	\$

Total Project Cost: \$

~ END OF SECTION 5 ~

SECTION 5: Selection Process and Evaluation Criteria

5.1. SELECTION COMMITTEE

Personnel from multiple City departments shall serve as the Selection Committee under this Solicitation, which shall be responsible for: (i) reviewing, evaluating and scoring all Proposals; (ii) conducting interviews; and (iii) selecting and recommending the most qualified Offeror for the Contract award. The Selection Committee will be comprised of personnel that are considered to be stakeholders on the project, with the appropriate experience and/or knowledge to ensure the Selection Committee is balanced.

5.2. SELECTION PROCESS

The following is the anticipated selection process under for this Solicitation; however, the City reserves the right, in its sole discretion, to modify this process as best may serve the interests of the City.

A. Part I - Evaluation of Proposals

Notwithstanding any instructions and/or requirements set forth in any other section of this Solicitation, any and all Proposals lacking any of the criteria and/or requirements established herein is cause for the Proposals to be deemed non-responsive and be removed from consideration.

Each Proposal received and accepted by the City will be reviewed for responsiveness and evaluated and scored as follows:

I. Review for Responsiveness

The Procurement Manager shall perform an initial review of each Proposal to determine the responsiveness to the instructions and requirements set forth in this Solicitation. Following the initial review, the Procurement Manager shall distribute all responsive Proposals to the Selection Committee to be reviewed, evaluated and scored. In the event a Proposal is determined to be nonresponsive, the Proposal shall be retained by the Procurement Manager and not distributed to the Selection Committee.

The initial review shall confirm the following:

- The Proposal fully conforms in all material respects to this Solicitation and all of the instructions and requirements herein; and
- The Proposal contains all the required forms and documents, and all such forms and documents are completed in their entirety and, where applicable, are signed and notarized.

II. Evaluation and Scoring

The Selection Committee shall evaluate and score each responsive Proposal against the Evaluation Criteria established herein to:

- Determine the responsibility of the respective Offeror to perform under the Contract – the Offeror possesses the qualifications and abilities, and is fully capable, to meet all of the requirements of this Solicitation and under the contract, including financial and

technical; and

- Determine and establish a list of the highest ranking Offerors, who may be required to attend an interview.

Upon request by the City, the Offeror shall provide the City with any and all information and/or data requested in order to substantiate the Offeror's qualifications and abilities. The submission of a Proposal shall constitute acknowledgement and agreement by the Offeror 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 Proposal if the Offeror fails to provide all requested information and/or data, or if the investigation and/or evidence submitted fails to substantiate the qualifications and abilities of the Offeror to perform under the Contract.

B. Part II - Interviews

Following the evaluation and scoring of all responsive Proposals, the Selection Committee will require an interview, which will be scored, with the highest ranking Offerors, each of which who may be required to make a presentation. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and abilities of the Offeror to perform under the Contract.

Following interviews, if any, the Selection Committee will score each Offeror on their interview and make a recommendation of tentative award to the City Manager or Designee. Formal award shall be contingent on the approval by the City's Mayor and City Council.

5.3. EVALUATION CRITERIA

The Selection Committee shall evaluate each responsive Proposal on the following criteria:

EVALUATION CRITERIA	MAX POINTS
Part I – Evaluation of Proposals	
1. Understanding the Requirements and Ability to Meet:	25
2. Approach and Work Plan:	15
3. Management Plan and Timetable:	15
4. Firm Experience and Capabilities:	15
5. Qualifications, Experience and Capabilities:	15
6. Cost Proposal:	15
Total Possible Points:	100
Part II – Interviews:	
Total Possible Points:	100

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

6.1. HEADINGS

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

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in 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 Proposal of any Offeror in arrears or in default to the City on any contract, debt, or other obligation.

6.3. ACCURATE INFORMATION

The Offeror 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 and/or misleading information is cause for the City to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Offeror due to such termination.

6.4. ADDENDUMS AND AMENDMENTS

In the event any addendums and/or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in any such addendums and/or amendments. Verbal or written statements and/or answers to questions not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered valid or enforceable.

It is the responsibility of the Offeror to inquire about and obtain any and all addendums and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

6.5. BINDING PROPOSAL

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

6.6. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms and conditions set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material which the Offeror 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 Offeror 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.

6.7. CONTRACT AWARD

- A. It is the intent of the City to award the Contract to one (1) Offeror; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Offerors in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within 30 days' notice of award, the City may withdraw the award and award to the Offeror with the next highest rated Proposal.
- B. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

6.8. SOLICITATION DOCUMENTS

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent in accordance with the provisions specified in Section 3.2 of this Solicitation. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations hereunder. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands the Services under this Solicitation and the Contract.

6.9. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior consent of the City and may be cause for the Proposal to be rejected as non-responsive.

6.10. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by an Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest and shall disqualify the Offeror from responding to a reissuance of this Solicitation, if any. In addition, the City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

6.11. MODIFICATIONS TO PROPOSALS

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

- A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.

- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled “Modified Proposal”.

6.12. OPTIONAL GOODS AND/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 Offeror or with another Offeror, 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 Offeror unless otherwise stated.

6.13. SOLICITATION PROTEST

- A. 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 prior to the Closing Deadline.
- B. Any written protest shall, at a minimum: (i) include the name, address, telephone number, and if available, email address of the Person making the protest; (ii) include the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) include any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.14. USE OF BROKER

The Offeror warrants that no person or selling agency has been employed or retained to solicit and/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 Offeror for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.15. ACCOUNTING SYSTEM AND AUDIT

- A. The Contractor certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Contractor acknowledges and agrees to the following:
 - I. The Contractor: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.

- II. The Contractor: (i) shall allow the City to examine and/or obtain copies of the Contractor's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.

B. The Contractor shall include a similar provision in any and all subcontracts.

6.16. 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.

6.17. 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 and/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.

6.18. 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 shall 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/or 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.

6.19. 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.

6.20. ETHICS LAWS AND REQUIREMENTS

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the internet at: https://www.municode.com/library/md/gaithersburg/codes/code_of_ordinances.

6.21. GOVERNING LAW

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. 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.

6.22. 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.

6.23. 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.

6.24. INDEPENDENT CONTRACTOR STATUS/PERSONNEL

- A. The Contractor recognizes and agrees that: (i) it shall act as an independent contractor to the City; (ii) the Contract shall not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the City and the Contractor; (iii) neither the City or the Contractor shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) the City shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.
- B. The Contractor further acknowledges and agrees that if it shall be necessary to hire or subcontract with competent professional personnel to fulfill its obligations under the Contract, it shall do so at its own expense.

6.25. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

6.26. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by the City or the Contractor of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

6.27. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it 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, gender 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, gender 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.

6.28. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by the City and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the City.

6.29. PATENTS

- A. 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 shall secure, prior to 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.
- B. 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.

6.30. 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

6.31. 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 undisputed proper invoice for the complete rendered 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.

6.32. 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, if the default is not corrected within 15 days' notice to cure. 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 6 ~

SECTION 7: Special Terms and Conditions

7.1. ANTICIPATED COSTS

The City anticipates the cost of the Services at approximately \$105,000. This anticipated cost is not binding on any Offeror, and is intended to provide guidance on Proposal submissions. The award of a contract in an amount in excess of the anticipated cost shall not be a basis for any protest of such an award.

7.2. INSURANCE

- A. The Contractor shall be responsible for obtaining and maintaining in force, at its expense, policies of insurance with minimum limits as follows:
 - I. Automobile Liability Insurance for all non-City-owned vehicles in an amount no less than One Million Dollars (\$1,000,000.00);
 - II. Commercial General Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00);
 - III. Professional Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00); and
 - IV. Workers' Compensation Insurance in an amount no less than One Million Dollars (\$1,000,000.00).
- B. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which: (i) shall evidence the above policies and name the City as additional insured with respect to the Commercial General Liability Insurance only; and (ii) shall contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. The Contractor hereby acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the City harmless from any liability arising as a result of any such failure(s).

7.3. PAYMENTS

Payments under the Contract shall be based on the Contractor's completion of established milestones, to be later established and agreed upon between the City and the Contractor, and following the receipt of undisputed proper invoices for the same, which are issued in accordance Section 6.30 of this Solicitation.

~ END OF SECTION 7 ~

SECTION 8: Information, Requirements and Scope of Work

8.1. BACKGROUND INFORMATION

The City occupies 10 square miles in the heart of Montgomery County, Maryland. The southeastern border of the City lies just 13 miles from the northwestern border of Washington, D.C., and 18.5 miles northwest of the U.S. Capitol Building. Average temperatures in winter are 35°, spring 57°, summer 80° and fall 60°. An average of 40 inches of rain a year is spread evenly through the seasons. The 2010 Census lists Gaithersburg's population as 59,933.

Within the City, Frederick Avenue, Maryland State Route 355 is an approximately four mile divided arterial road extending from Game Preserve Road to Shady Grove Road. The Frederick Avenue Corridor (including the Bus Rapid Transit Study Area) encompasses approximately 796 acres. Within the entire Corridor there are 491 individual tax accounts with a total assessed value of \$1,080,020,700. The Corridor currently supports an estimated 13,909 jobs divided among the following sectors with approximate square footages:

- Office/Medical Office: 1,935,657 square feet
- Industrial/Warehouse/Research & Development: 275,147 square feet
- Retail/Restaurant: 2,578,286 square feet
- Other/Hotel/Institutional: 943,499 square feet

Further, the entire Corridor includes 1,733 households residing in 1,796 multi-family units and 28 single-family units, for an estimated population of 4,193, including 57 persons living in group quarters.

The Bus Rapid Transit (BRT) Study Area is located within the Frederick Avenue Corridor, between Odend'hal Avenue and South Summit Avenue, a distance of approximately one mile. The BRT Study Area encompasses 132 acres and includes 117 individual tax accounts with a total assessed value of \$162,921,200. The BRT Study Area supports an estimated 1,427 jobs divided among the following sectors with approximate square footages:

- Office/Medical Office: 143,672 square feet
- Industrial/Warehouse/Research & Development: 37,268 square feet
- Retail/Restaurant: 227,036 square feet
- Other/Hotel/Institutional: 64,411 square feet

Further, the BRT Study Area includes 627 households residing in 647 multi-family units and three (3) single-family units, for an estimated population of 1,404, including eleven (11) persons living in group quarters.

8.2. PROJECT GOALS

The Maryland State Highway Administration (SHA) is working with Montgomery County on a series of corridor studies as part of an effort to bring bus rapid transit to Maryland 355. The Montgomery County adopted "Countywide Transit Corridors Functional Master Plan" recommended dedicated lanes along MD 355 from Shakespeare Boulevard to Rockville Metro Station, with a proposed 250 foot right-of-way north of Gaithersburg and a 150 foot right-of-way south of Gaithersburg.

It is envisioned that there will be two dedicated lanes to facilitate the MD 355 BRT. The

City of Gaithersburg has identified a section of the MD 355 corridor, from Odend'hal Avenue to Summit Avenue (Study Area), which contains unique physical constraints that may preclude dual dedicated lanes. The City is seeking a qualified consultant to help address the following:

- Develop BRT design / operation cross-sections and rights-of-way alternatives along the MD 355 corridor in the Study Area, including but not limited to dual dedicated lanes, single dedicated lane, lane repurposing, and mixed traffic, as they relate to the existing constraints to the MD 355 right-of-way in the Study Area and integration with a median-based dual dedicated lane system north and south of the Study Area. The incorporation of stations is to be considered;
- Identify the potential fatal flaws or impediments for the BRT design / operation alternatives based upon physical constraints or other issues within the Study Area;
- Analyze potential traffic operational impacts within the Study Area of the BRT design / operation alternatives, with a focus on capacity, turning movements, and level of service using existing traffic data; and
- Review the BRT design / operation alternatives as they relate to the fatal flaws or impediments and traffic operational impacts for: optimal function regardless of project cost; less optimal function but less expensive; and the minimum cost solutions.

Further the City is requesting guidance on a policy establishing the required right-of-ways necessary to facilitate a MD 355 BRT system, including station locations relative to the entire four ±-mile corridor through the City. This guidance would be based upon a review of the existing right-of-ways and recommend how much, if any, additional right-of-ways would be needed throughout the corridor.

8.3. **PROJECT REQUIREMENTS**

It is intended that the project would begin with a kick-off meeting between the Contractor and City Staff no later than April 1, 2015. Thereafter, monthly status/ update meetings are to be held at the end of each month. The Contractor shall have Parts one (1) through four (4) defined below completed no later than July 24, 2013. The City estimates that Part five (5) will be completed August 31, 2015 with a presentation before the Mayor & City Council, the Planning Commission, and the Public.

Part I

A. Develop Baseline Studies Report:

- I. Review existing Traffic Studies, Master Plans, City of Gaithersburg GIS information and other applicable Reports.
- II. Conduct a more focused analysis of existing physical conditions in the Study Area including, but not limited to:
 - Current Rights-of-Way;
 - Ingress /egress locations;

- ↳ Traffic controls including signalized intersections;
- ↳ Property Surveys;
- ↳ Location of utilities (both overhead and underground);
- ↳ Existing cross-sections within the Study Area (this will be required at up to five locations to be determined by the City); and
- ↳ A potential field review/inventory to verify conditions.

- B. Compile Results and Prepare Baseline Report including a scaled map showing existing conditions.

Part II

- A. BRT design/operation alternatives: provide a narrative description including how BRT operates and typical impacts on traffic operations; known advantages/disadvantages; and typical estimated costs, if known, for the following:
- ↳ Dual dedicated lanes-constructed
 - ↳ Single dedicated lane-constructed
 - ↳ Lane repurposing
 - ↳ Mixed Traffic Operations

Include a graphic cross-section, including total typical right-of-way width for each alternative.

- B. Compile Results and Prepare Report.

Part III

- A. BRT design / operation alternatives analysis:
- I. Using the Baseline Report and the existing cross-sections within the Study Area to be determined by the City in Part I, review the BRT design / operation alternatives discussed in Part II as they relate to fatal flaws or impediments and traffic operational impacts.
 - II. Further, identify potential solutions (engineering, acquisition, or other) for each BRT design / operation alternatives in I. above to provide optimal function regardless of project cost; less optimal function but less expensive; and the minimum cost solutions.
 - III. Include a graphic cross-section, including total right-of-way width for each solution alternative for each BRT design / operation alternative for the existing cross-sections within the Study Area to be determined by the City.
 - IV. Include a comparative matrix for each solution alternative for each BRT design / operation alternative as to feasibility.

- V. Provide a recommendation on which BRT design / operation alternative should be supported when weighed against cost, traffic impacts, and transit usage.

B. Compile Results and Prepare Report.

Part IV

A. Policy Guidance:

- I. The adopted 2009 City of Gaithersburg Transportation Element expressed support for a BRT system on MD 355. As part of that support it acknowledged that additional right-of-ways may be needed to facilitate such a system. Incorporating Part III, E. above and understanding that the Montgomery County adopted “Countywide Transit Corridors Functional Master Plan” recommended dedicated lanes (two such lanes) along MD 355 from Shakespeare Boulevard to Rockville Metro Station, the City is seeking to establish a recommended right-of way width (ROW) for the entire four±-mile MD 355 corridor through the City.
- II. Using Parts I-III above, the “Countywide Transit Corridors Functional Master Plan”, and reviewing the existing ROWs along the entire four±-mile MD 355 corridor through the City, the Contractor is to provide a recommended width if any for additional ROWs to facilitate the recommended alternative in the Study Area and to facilitate a separate dedicated dual lane system, including the most feasible locations for stations and their sizing. The recommendation(s) may be presented graphically.

B. Compile Results and Prepare Report.

Part V

- A. Create a comprehensive document including Parts I-IV and submitted for City review no later than July 24, 2015. All reports should be provided in Adobe PDF format in addition to hard copy documents.
- B. Prepare for City review by August 10, 2015, a Contractor Presentation to be conducted during a public Joint Work Session.
- C. Present document and address methodologies and findings during a Joint Work Session with the Mayor & City Council, Planning Commission, and the Public, tentatively to be held August 31, 2015.

8.4. MINIMUM QUALIFICATIONS

Contractors may collaborate with other consulting firms to work as a team as necessary. A lead consultant will need to be selected from the team of consultants to oversee all deliverables. At a minimum, the following are required:

- ➔ The Contractor is expected to be able to develop, interpret and analyze Traffic Studies and their methodologies.

- ↳ The Contractor will include both a Professional Engineer (PE) and either a Professional Transportation Planner® (PTP), an AICP Certified Transportation Planner (CTP), or a Professional Engineer (PE) having at least (10) ten years' documented experience in traffic or transportation engineering.
- ↳ The Contractor will have experience in the development, design and operation of transit systems, BRT preferred, in urban/suburban corridors.

The Contractor shall be knowledgeable and experienced in current laws, rules and regulations, for both the City and the Maryland State Highway Administration, with respect to the Services.

~ END OF SECTION 8 ~

SECTION 9: Attachments

9.1. REQUIRED FORMS

The following required forms are incorporated herein and attached hereto as Exhibit A:

- ↳ Addendum and Amendment Acknowledgement
- ↳ Affidavit of Qualification to Propose
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information
- ↳ Offeror References
- ↳ Proposal Submission Certification

~ END OF SECTION 9 ~

REQUEST FOR PROPOSALS

No. 2015-015

355 Bus Rapid Transit Implementation Study

REQUIRED FORMS



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

Please complete this form in its entirety and include it with your 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 Offeror, or any other person substantially involved in the Offeror'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 proposals for public or private contracts; (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

Affidavit of Qualification to Propose

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 proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a 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 Proposal is accepted, this Offeror will contract to do, for the price stated in the 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

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your 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 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 your 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



City of Gaithersburg

Offeror References

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

OFFEROR 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

Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your 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) _____

PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose 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