

REQUEST FOR PROPOSALS

No. 2015-021

Sound, Lighting System and Production Services

Solicitation Issued: May 29, 2015

Proposal Submissions Due: July 02, 2015 Time: 5:00 PM

Submissions Received By: Denise Kayser, Arts & Events Division Chief
City of Gaithersburg
Department of Parks, Recreation and Culture
506 South Frederick 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. Goal 2

 2.3. City’s Liability 2

 2.4. Authority to Distribute Solicitation Documents..... 3

 2.5. Acceptance 3

 2.6. Restricted Discussions 3

 2.7. State of Maryland Bid and Contract Requirements 3

 2.8. ADA Requirements 3

SECTION 3: Solicitation Schedule and Information 4

 3.1. Solicitation Schedule..... 4

 3.2. Submission of Offeror Questions..... 4

 3.3. City’s Answers to Offeror Questions 4

SECTION 4: Proposal Format, Content, Preparation and Submission 5

 4.1. Proposal Preparation 5

 A. Part A: Technical Proposal 5

 B. Part B: Price Proposal..... 6

 4.2. Proposal Submission 6

SECTION 5: Evaluation Criteria and Selection Process 8

 5.1. Award..... 8

 5.2. Selection Committee 8

 5.3. Evaluation Criteria..... 8

 5.4. Selection Process..... 8

 A. Review for Responsiveness 8

 B. Evaluation and Scoring..... 8

 C. Interviews 8

SECTION 6: General Terms and Conditions..... 10

 6.1. Headings 10

 6.2. Acceptance and Rejection of Proposals 10

 6.3. Accurate Information 10

 6.4. Addenda and Amendments..... 10

 6.5. Alternate Proposals..... 10

 6.6. Binding Proposal 10

 6.7. Confidentiality..... 11

 6.8. Contract Award..... 11

 6.9. Errors in Proposals..... 11

 6.10. Interest in More than One Proposal and Collusion 11

 6.11. Late Proposals 11

 6.12. Modifications to Proposals..... 12

 6.13. Optional Goods and/or Services 12

 6.14. Solicitation Documents..... 12

6.15. Solicitation Protest.....	12
6.16. Use of Broker	13
6.17. Accounting System and Audit.....	13
6.18. Assignment of the Contract.....	13
6.19. Changes in Goods and/or Services	13
6.20. Contract Disputes.....	14
6.21. Dissemination of Data.....	14
6.22. Employment as Independent Contractor.....	14
6.23. Ethics Laws and Requirements.....	14
6.24. Force Majeure.....	15
6.25. Governing Law	15
6.26. Immigration Reform and Control Act.....	15
6.27. Inconsistent Provisions	15
6.28. Indemnification.....	15
6.29. Laws and Regulations	16
6.30. No Liens	16
6.31. No Waiver.....	16
6.32. Non-Discrimination Requirements	16
6.33. Nonexclusive.....	17
6.34. Ownership of Materials	17
6.35. Patents.....	17
6.36. Payment Terms, Taxes and Invoices.....	17
A. Payment	17
B. Taxes.....	18
C. Invoices	18
6.37. Records.....	18
6.38. Subcontractors.....	18
6.39. Survival	18
6.40. Termination.....	19
A. Termination for Cause	19
B. Termination for Convenience	19
C. Termination for Non-Appropriation of Funds.....	19
SECTION 7: Special Terms and Conditions	20
7.1. Offeror Qualifications.....	20
7.2. Insurance.....	20
7.3. Contract Term	21
7.4. Payments	21
7.5. Price Adjustments.....	21
7.6. Additional Services.....	21
7.7. Safety & Cleanliness	21
7.8. Standard of conduct.....	21
SECTION 8: Scope of Services.....	22
SECTION 9: Attachments and Exhibits	28
9.1. Attachments	28
9.2. Exhibits.....	28

SECTION 1: Definitions

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

City Manager: “City Manager” means the City Manager of the City or his or her designee.

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, or association or business recognized by law.

Price Analysis: “Price Analysis” means the examination of the Proposal Price to ensure it is fair and reasonable.

Procurement Webpage: “Procurement Webpage” means the webpage on the City’s website dedicated to procurement: <http://www.gaithersburgmd.gov/government/procurement/current-bids>.

Proposal: “Proposal” means the technical proposal, price proposal and any and all documents submitted to the City by an Offeror in response to this Solicitation.

Services: “Services” means the goods and/or services to be provided to the City by the Contractor under the Contract as described in this Solicitation.

Solicitation: “Solicitation” means this Request for Proposals.

Solicitation Schedule: “Solicitation Schedule” refers to the events and dates and times thereof specified in Section 3.1 of this Solicitation.

Solicitation Documents: “Solicitation Documents” mean 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.

Submission Deadline: “Submission Deadline” means the date and time, specified in Section 3.1 of this Solicitation, in which all Proposals shall be submitted to and received by the City.

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking sealed Proposals for the provision of sound, lighting system and production services for select special events at various locations throughout the City. The events, which are hereinafter referred to collectively as (“Events”) and sometimes individually as (Event”), may include but are not necessarily limited to the following:

- ↳ Independence Day Celebration
- ↳ Labor Day Parade
- ↳ Oktoberfest at the Kentlands Festival
- ↳ St. Patrick’s Day Parade
- ↳ Gaithersburg Book Festival
- ↳ Celebrate Gaithersburg in Olde Towne Festival

Additional information regarding the Events may be found on the City’s website at: <http://www.gaithersburgmd.gov/leisure/special-events>.

2.2. GOAL

The goal of this Solicitation is to enter into a single contract with one Contractor to provide the Services for up to three years as follows:

- A. For the initial Contract term, which shall commence on the date the Contract is signed by the City and the Contractor and continue in force until June 30, 2016, the Services may be provided for the following events only:
 - ↳ Labor Day Parade
 - ↳ Oktoberfest at the Kentlands Festival
 - ↳ St. Patrick’s Day Parade
 - ↳ Gaithersburg Book Festival
 - ↳ Celebrate Gaithersburg in Olde Towne Festival

The Services with respect to the Independence Day Celebration shall not be part of the Services under the initial Contract term.

- B. For two (2) optional successive one (1) year renewal terms, the Services may be provided for all Events. Both renewal terms shall be subject to Sections 7.4 (Contract Term) and 6.40.C (Termination for the Non-Appropriation of Funds) of this Solicitation.

2.3. 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 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 Offeror until a contract is executed for the Services described herein.

2.4. 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 or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.5. ACCEPTANCE

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

2.6. RESTRICTED DISCUSSIONS

Offerors 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 Proposal submitted by any Offeror who is in violation of this provision.

2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Offerors 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. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

2.8. 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 by phone at 301-258-6320 or by email at wrhodes@gaitersburgmd.gov.

~ END OF SECTION 2 ~

SECTION 3: Solicitation Schedule and Information

3.1. SOLICITATION SCHEDULE

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

EVENT	DATE	TIME
A. Solicitation Issued:	May 29, 2015	N/A
B. Offeror Questions Due in Writing: <i>See Subsection 3.2 for additional information</i>	June 5, 2015	5:00 PM
C. City's Answers to Questions Issued: <i>See Subsection 3.3 for additional information</i>	June 19, 2015	N/A
D. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	July 2, 2015	5:00 PM

3.2. SUBMISSION OF OFFEROR QUESTIONS

All questions regarding this Solicitation shall: (i) be submitted by email to Denise Kayser, Arts & Events Division Chief, at dkayser@gaithersburgmd.gov; and (ii) be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.3. CITY'S ANSWERS TO OFFEROR QUESTIONS

The City's answers to questions submitted by Offerors will be posted by addendum on the City's Procurement Webpage on the date specified in the Solicitation Schedule.

~ END OF SECTION 3 ~

SECTION 4: Proposal Format, Content, Preparation and Submission

4.1. PROPOSAL PREPARATION

In order evaluate Proposals objectively and to provide each Offeror with an equal opportunity for consideration, adherence to a standardized proposal format is required; any Proposal submitted not in compliance with the required format shall be cause for the Proposal to be deemed non-responsive and be removed from consideration. All Proposals shall include a separate technical proposal and separate price proposal as follows:

A. Part A: Technical Proposal

The technical proposal shall be submitted separate from the price proposal and shall include the following information and be organized to into separate sections as follows:

I. Cover Letter

Include a cover letter prepared on the Offeror's business stationery and which is signed by an individual authorized to bind the Offeror to its Proposal. The cover letter shall include, at a minimum, the business name, and the name, business title, address, email address and telephone number of the individual authorized to represent the Offeror and to whom the City should direct correspondence.

II. Understanding of the Requirements and Ability to Meet

This section of the technical proposal shall describe the Offeror's understanding of the Services to be provided and its ability to provide the Services as required.

III. Qualifications and Experience

This section of the technical proposal shall:

- Describe the Offeror's business philosophy, size, structure and qualifications to provide the Services.
- Describe its experience with providing services for events to other government agencies, which are similar in nature and size to the Services and Events under this Solicitation.
- Describe its experience with providing services for events to non-governmental entities, which are similar in nature and size to the Services and Events under this Solicitation.
- Identify specific staff who will be assigned to provide the Services and specify their relevant experience.

IV. Business Approach

This section of the technical proposal shall describe the Offeror's business approach to provide the Services, specify the use of any subcontractors, and describe assistance that will be required from City staff, if any.

V. References

This section of the technical proposal shall include a list of the relevant clients, preferably, but not necessarily other government agencies, served within the past five (5) years, and shall include the names and telephone numbers of a minimum of five (5) references the City may contact.

VI. Required Forms

This section of the technical proposal shall include the following forms, all of which are incorporated herein and attached hereto as Attachment A:

- Addendum and Amendment Acknowledgment
- Affidavit of Qualification to Propose
- Conflict of Interest Certification
- Litigation and Lien Information
- Proposal Submission Certification

All forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.

B. Part B: Price Proposal

The price proposal shall be submitted separate from the technical proposal and shall include, for each Event, the total cost of the respective Event in an itemized format. An example of how cost shall be submitted for each Event is incorporated herein and attached hereto as Exhibit A.

4.2. PROPOSAL SUBMISSION

The Offeror shall submit complete sets of its Proposal in a sealed package (hereinafter referred to as "Proposal Package") in accordance with and subject to the following instructions and conditions:

A. The Proposal Package shall contain the following:

- I. One (1) sealed envelope clearly labeled *Technical Proposal*, which shall contain one (1) original paper technical proposal and four (4) identical paper copies thereof. All documents and forms shall be completed in their entirety and, when applicable, be notarized and/or signed in ink by an authorized or duly authorized representative of the Offeror.
- II. One (1) sealed envelope clearly labeled *Price Proposal*, which shall contain one (1) original paper price proposal and four (4) identical paper copies thereof. All price proposals shall be signed in ink by an authorized or duly authorized representative of the Offeror.

B. The Proposal Package shall have the following information printed clearly on the outside of the Proposal Package:

- I. Solicitation Number;
- II. Solicitation Title; and
- III. Name of the Offeror submitting the Proposal Package

- C. The Proposal Package shall be addressed to the following employee and be submitted at the following location by the Submission Deadline:

Denise Kayser, Arts & Events Division Chief
City of Gaithersburg
Department of Parks, Recreation and Culture
506 South Frederick Avenue
Gaithersburg, Maryland 20877

Any and all Proposals not received by the City by the Submission Deadline and/or that are not submitted at the above location shall be deemed non-responsive.

- D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Closing Date shall not substitute for actual receipt.
- E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. Proposals for partial Services shall be deemed non-responsive and be removed from consideration.
- G. Any and all Proposals submitted not in compliance with any of the provisions herein shall be rejected as non-responsive and be removed from consideration.

~ END OF SECTION 4 ~

SECTION 5: Evaluation Criteria and Selection Process

5.1. AWARD

Award of the Contract, if any, shall be to the Responsible Offeror whose Proposal: (i) fully conforms in all material respects to the requirements of this Solicitation, including all form and substance; and (ii) is, in the sole discretion of the City, the most advantageous to the City, price and other factors considered.

5.2. SELECTION COMMITTEE

The City shall assign a committee comprised of personnel it considers to be stakeholders in the project (hereinafter referred to as "Selection Committee") to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award.

5.3. EVALUATION CRITERIA

The Selection Committee will evaluate each Proposal on the following criteria (hereinafter referred to as "Evaluation Criteria"):

- A. Understanding of the Requirements and Ability to Meet
- B. Qualifications and Experience
- C. Business Approach
- D. References
- E. Price

5.4. SELECTION PROCESS

Below is the anticipated selection process 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. Review for Responsiveness

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

B. Evaluation and Scoring

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest ranking Offerors.

C. Interviews

Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of which who may be required to make a presentation. Following interviews, if any, the Selection Committee will score each Offeror interviewed 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.

The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

~ END OF SECTION 5 ~

SECTION 6: General Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

6.1. HEADINGS

Any and all of the headings 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.

6.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda 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 addenda and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

6.5. ALTERNATE PROPOSALS

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

6.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; 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 day 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 written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.7. 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 Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material 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 that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

6.8. 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 thirty (30) days’ following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals.
- 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.

6.9. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the City and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any 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 disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The City may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

6.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 3.1 (Event E) 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 Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.12. MODIFICATIONS TO PROPOSALS

The Offeror may only modify its Proposal prior to the Submission Deadline 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".

6.13. 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 to 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.

6.14. 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. 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 under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

6.15. 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 prior to the Submission Deadline.
- B. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) 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) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

6.16. USE OF BROKER

The Offeror 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 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.

6.17. 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.

6.18. 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.

6.19. CHANGES IN GOODS AND/OR SERVICES

The City, without invalidating the Contract, may order changes in the goods and/or 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 provide all of the goods and 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.

6.20. CONTRACT DISPUTES

Any and 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, shall 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.

6.21. 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 same without the prior written approval of the City. The Contractor shall include a similar provision in all subcontracts.

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

The City and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the City; (ii) that the Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that 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.

6.23. 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 City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

6.24. FORCE MAJEURE

The City and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

6.25. 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.

6.26. 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.

6.27. 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 any 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 in the event of any inconsistency.

6.28. 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.

6.29. 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.

6.30. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to the City under this Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever.

6.31. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract 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.

6.32. 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 gender preference, 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.

6.33. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to the City's solicitation or purchasing of equipment, goods or services from any other company.

6.34. 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.

6.35. 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.

6.36. 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.

6.37. 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. 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.

B. The Contractor shall include similar provisions in all subcontracts.

6.38. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

6.39. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

6.40. **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. OFFEROR QUALIFICATIONS

- A. Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible for award of the Contract:
 - I. The Offeror shall have a minimum of five (5) years of experience in providing services similar to the Services required in this Solicitation.
 - II. The Offeror shall be in compliance with the State of Maryland bid and contract requirements as specified in Section 2.7 of this Solicitation.
 - III. The Offeror shall be able to substantiate its qualifications and experience to provide the Services.
- B. The City may investigate, as it deems necessary, the qualifications and/or abilities of the Offeror to perform the Services under the Contract. Upon request by the City, the Offeror 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 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 of any Offeror 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 Offeror to perform under the Contract.

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. Commercial General Liability Insurance in an amount no less than One Million Dollars (\$1,000,000.00);
 - II. 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. CONTRACT TERM

The initial term of the Contract shall become effective on the date and year the Contract is signed by the City and the Contractor and shall continue in force until June 30, 2016. Upon the expiry date of the initial term, the Contract shall automatically renew for two (2) successive one (1) year terms unless otherwise terminated in writing by the City or the Contractor at least sixty (60) days prior to the expiry date of the then current term.

7.4. PAYMENTS

Payments under the Contract shall be made following the completion of the Services for a respective Event and the receipt of a proper invoice for the same, which are issued in accordance with Section 6.36, Payment Terms, Taxes and Invoices, of this Solicitation.

7.5. PRICE ADJUSTMENTS

Prices adjustments shall not be allowed; pricing shall remain firm during all Contract terms.

7.6. ADDITIONAL SERVICES

The City may request additional Services for other events not specified in this Solicitation. If the Contractor agrees to provide such additional Services, it acknowledges and agrees to do so at the same prices specified in the Contractor's proposal.

7.7. SAFETY & CLEANLINESS

- A. The Contractor, its personnel and any and all subcontractors hired by the Contractor to provide the Services shall maintain a neat, clean and safe environment at all times while providing the Services. All vehicles, trailers, and/or other equipment of the Contractor shall be clean and in proper working order. Whenever the Contractor leaves a location, that location shall be clean, safe and free of any tools and/or other materials related to the Services. In addition, the Contractor shall affix appropriate safety plaques or decals at any and all hazardous areas, in accordance with industry standards and government regulations.
- B. The City reserves the right to control lighting and/or sound volume and to take any action which, in its sole discretion, is necessary to preserve order before, during or following an Event.

7.8. STANDARD OF CONDUCT

The Contractor, its personnel and any and all subcontractors hired by the Contractor to provide the Services shall, at all times while providing the Services, exhibit proper decorum and act in a professional manner and be of neat appearance.

~ END OF SECTION 7 ~

SECTION 8: Scope of Services

The Scope of Services herein is based on the Events of previous years and is intended to provide an overview of the Events and a good faith estimate of the Services to be provided under the Contract.

INDEPENDENCE DAY CELEBRATION

Date and Time: July 4th from 7:00 p.m. to 10:00 p.m.

Location: Montgomery County Fairgrounds
16 Chestnut Street
Gaithersburg, Maryland 20877

Estimated Attendance: 10,000 – 12,000

1. The Contractor shall provide configuration for one distributed sound system and two (2) sub-systems for the following areas:
 - ↳ Main stage;
 - ↳ Racing Park;
 - ↳ Railroad track side of the grandstands;
 - ↳ Scaffolding rigs and scissor lifts for speakers;
 - ↳ Labor (engineers and technicians) involved in providing the above including transportation, setup, operation and breakdown of all audio and scaffolding equipment; and
 - ↳ One (1) quiet generator with ground rod and two (2) portable quiet generators for sound systems. Provide all electrical power, fuel, and grounding for the generators and transportation of the equipment to and from the site.

2. The City will provide:
 - ↳ Access to the event site on July 3 for delivery and setup of scaffolding rigs;
 - ↳ Access to the event site on July 4 for setup of all audio equipment;
 - ↳ Mobile Trailer Stage delivered, set up and available to contractor on July 3 for placement of scaffolding rigs. Timing of the above to be determined by the successful bidder and the City staff;
 - ↳ Parking for production related vehicles adjacent to the main stage; and
 - ↳ Security for all areas surrounding the stage and scaffolding rigs on July 3 and July 4, as deemed necessary by the City.

CELEBRATE GAITHERSBURG IN OLDE TOWNE FESTIVAL

Date and Time:	Second Sunday in June from 11:00 a.m. to 5:00 p.m.
Location:	Olde Towne Business District Streets / City Hall Grounds / Wells Robertson House grounds.
Estimated Attendance:	20,000

1. The Contractor shall provide sound production equipment and services for the following stages for professional quality musical entertainment including but not limited to speakers, monitor speakers, a compliment of vocal and instrumental microphones and stands, CD player , cabling and gaffing, Cam-lock feeder cables, tie-in tails, distribution units, all labor involved in transportation, set up, operation and breakdown of all audio equipment. The Scope of Services and equipment needed at each stage will range from complex for nationally known acts to very simple for local volunteer community acts.
 - Pavilion stage at City Hall (Main Stage): This is a permanent structure with both 12V outlets and 2 Cam-lock power sources. Provider must be able to meet the technical requirements and specifications in riders provided by the performing groups. Most acts will be nationally known and in the \$5,000 to \$30,000 range. There are usually two or three acts during the event. In addition, this stage is the site of a brief Welcome Ceremony with recognition of local organizations and citizens. System must be up and operational by 10:00 a.m. (see attached copies of past performance riders);
 - Stage 2 (mobile trailer stage with three 120 V/20 amp grounded AC circuits): This is the City's stage for the second level performers who are generally well known locally in the \$1,000 to \$1,500 range, or it may serve as a second main stage for acts that are nationally known and in the \$3,000 to \$30,000 range . There are usually two or three acts during the event. System must be up and operational by 10:00 a.m. (see attached copies of past performance riders);
 - Two (2) other stages of varying sizes located in the street comprised of local performers. They are usually small group acts and will often need a single microphone or AUX input, or want to connect their own microphone systems into the sound system provided. Systems must be up and operational by 10:30 a.m.;
 - One (1) engineer and one (1) technician each for the Pavilion Stage and Stage Two;
 - One (1) technician at each of the remaining two (2) stages; and
 - One (1) floating technician to provide support as needed.
2. The City will provide:
 - Access to all stage areas for delivery and set up of equipment by 6 a.m. on the day of the event. Stages in the streets will be the last ones set up by rental company and will be later than 6 a.m.;

- ↪ Three 120 volt, 20 amp, grounded AC circuits at Stage 2, provided by generator, and by 12 gauge AC cable and cam-lock tie-ins at the Pavilion designated for sound system use and available by 8 a.m. on the day of the event; and
- ↪ Power source at other stages via telephone pole hook-ups or generators.

LABOR DAY PARADE

Date and Time: First Monday in September from 1:00 p.m. to 5:00 p.m.

Location: Parade route through Olde Towne Gaithersburg - Diamond and Russell Avenues

Estimated Attendance: 15,000

1. The Contractor shall provide labor involved in, set up, operation, and breakdown of all audio equipment and a sufficient number of technicians present for the duration of the event.
2. The City will provide:
 - ↪ Mobile trailer stage;
 - ↪ Sound system for one (1) Judge's Reviewing Stand, which is the City's mobile trailer stage, and
 - ↪ Access to the Judges' reviewing stand for set up and test of the equipment by 11 a.m. on the day of the event;
 - ↪ One (1) 120 volt 20 amp grounded AC circuit at the Judges' Reviewing Stand designated for sound system use.

ST. PATRICK'S DAY PARADE

Date and Time: The Saturday before St. Patrick's Day from 10:00 a.m. to 12:00 p.m.

Location: Grand Corner Avenue
Washingtonian Center
Gaithersburg, MD 20878

Estimated Attendance: 3,000

1. The Contractor shall provide labor involved in, set up, operation, and breakdown of all audio equipment and a sufficient number of technicians present for the duration of the event.
2. The City will provide:
 - ↪ Mobile trailer or platform stage;

- ↳ Sound system for one (1) Judge’s Reviewing Stand;
- ↳ Access to the Judges’ reviewing stand for set up and test of the equipment by 8 a.m. on the day of the event; and
- ↳ One (1) 120 volt 20 amp grounded AC circuit at the Judges’ Reviewing Stand designated for sound system use.

OKTOBERFEST AT THE KENTLANDS FESTIVAL

Date and Time:	Second Sunday in October from 12:00 p.m. to 5:00 p.m.
Location:	Kentlands Green, Kentlands Historical Grounds, & Downtown Kentlands, 117 Kent Square Road & 320 Kent Square Rd
Estimated Attendance:	22,000

1. The Contractor shall provide sound production equipment and services for the following stages for professional quality musical entertainment including, but not limited to, speakers, monitor speakers, a compliment of vocal and instrumental microphones and stands, direct boxes, CDplayer, cabling and gaffing, tie-in tails, distribution unit(s) and feeder cable, all labor involved in transportation, set up, operation and breakdown of all audio equipment. The scope of services and equipment needed at each stage will range from simple single entertainer, to complex - for a 20 piece band and 25 dancers with announcements. There is not an overall festival-wide sound system at this event. Announcements will be made from the stages.
 - ↳ Main Stage on Village Green (mobile trailer stage with a quiet generator as power source). This stage has a Bavarian “Oom Pah” band on stage alternating with a Bavarian dance group that uses the stage for some exhibition performances and uses a dance floor under a big tent, located about 20 feet from the stage, for exhibition and instruction for all ages of public participation. This stage also has the welcome ceremony with City and local officials. A quiet generator will be located in the parking lot directly behind stage, approximately 30 feet from the stage. System must be up and operational by 11 a.m. and stay operational until festival audience has cleared and event organizers do not need to make further announcements, usually by 5:45 p.m. (See attached copies of past performance/tech riders);
 - ↳ Three (3) additional main stages (20’ x 20’ platform stage under 20’ x 20’ tent) Performers on these stages generally 4 to 6 piece bands in the \$1,000 to \$5,000 range. There are usually two or three acts per stage, sometimes two different acts alternate (Act 1, Act 2, Act 1, Act 2) throughout the event. Systems must be up and operational by 11:00 a.m. (see attached copies of past performance riders);
 - ↳ One (1) or two (2) stages for community organizations to perform. They are usually small group acts and will often need a single microphone or AUX input, or want to connect their own microphone systems into the sound system provided. System must be up and operational by 12:00 p.m. and stay operational until festival audience has cleared, approximately by 5:45 p.m.;

- ↳ All labor involved in transportation, setup, operation and breakdown of all audio equipment; and
 - ↳ Minimum of five (5) technicians on site during the event.
2. The City will provide:
- ↳ Mobile trailer stage, 3 main stages, and 1 or 2 community stages;
 - ↳ Two (2) 120 volt 20 amp grounded AC circuit at each of the stages designated for sound system only;
 - ↳ 10' x 10' canopies, table and chairs at each stage for sound booth;
 - ↳ Onsite parking for three (3) production vehicles;
 - ↳ Five (5) or more quiet generators, minimum 20-25 KW; and
 - ↳ Access to location and Main Stage by 6 a.m. on the day of event. Stages in the streets will be the last ones set up by Rental Company and will be later than 6 a.m.

GAITHERSBURG BOOK FESTIVAL

Date and Time: Third Saturday in May, 10 a.m. – 6 p.m.

Location: City Hall Grounds
31 S Summit Avenue
Gaithersburg, Maryland 20877

Estimated Attendance: 22,000

1. The Contractor shall provide sound production equipment and services for the following for professional quality speaker and entertainment stages including, but not limited to, speakers, monitor speakers, a compliment of vocal and instrumental microphones and stands, direct boxes, CD and tape decks, cabling and gaffing, tie-in tails, distribution unit(s) and feeder cable, all labor involved in transportation, set up, operation and breakdown of all audio equipment. The scope of services and equipment needed at each stage will range from a simple musical entertainer, to multi person panel discussions, wireless audience mics, and press feeds from the speakers and audience mics. Some presentations may require the use of a portable projector and screen, or forty-six (46) inch, flat screen monitors for audience viewing. There is not an overall festival-wide sound system at this event. Announcements will be made from the stages.
2. The City will provide:
 - Onsite parking for three (3) production vehicles;
 - Two (2) 120 volt 20 amp grounded AC circuit at each of the stages designated for sound system only;

- Access to location the afternoon prior to the event and by 6 a.m. on the day of the event. Overnight security to be provided; and
- All stages and tents.

ANNUAL TECHNICAL SUPPORT

1. The Contractor shall provide:

- ↳ Advice as needed for replacement and repair of sound equipment owned by the City of Gaithersburg;
- ↳ Annual check of sound system at City Hall Pavilion Stage owned by City of Gaithersburg prior to the start of ON STAGE season (late April to early May);
- ↳ Staff training as necessary on equipment owned by City of Gaithersburg (approximately 1-2 hours late April to early May);
- ↳ Phone assistance in trouble shooting sound problems during a performance when City staff is responsible for running the City sound system; and
- ↳ Review of and advice on the feasibility and expected additional expenses for performance/tech riders of regional and national acts being considered for performance in Gaithersburg.

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

9.1. ATTACHMENTS

The following required forms are incorporated herein and attached hereto:

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

9.2. EXHIBITS

The following exhibits are incorporated herein and attached hereto:

- ↳ Price Proposal Format Example

~ END OF SECTION 9 ~

ATTACHMENT A
REQUIRED FORMS

Request for Proposals

No. 2015-021

Sound, Lighting System and Production Services



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

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

EXHIBIT A
PRICE PROPOSAL FORMAT EXAMPLE

Request for Proposals

No. 2015-021

Sound, Lighting System and Production Services

EXHIBIT A - PRICE PROPOSAL FORMAT EXAMPLE

CELEBRATE GAITHERSBURG IN OLDE TOWNE FESTIVAL

MAIN AUDIO SYSTEM

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Main Audio System: \$

DELAY TOWER SYSTEM

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Delay Tower System: \$

RIGGING

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Rigging: \$

LIGHTING EQUIPMENT

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Lighting Equipment: \$

POWER EQUIPMENT

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Power Equipment: \$

LABOR

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Labor: \$

DELIVERY/MISCELLANEOUS

Description	QTY	UOM	Unit Price	Ext. Price
			\$	\$
			\$	\$
			\$	\$

Total Delivery/Miscellaneous: \$

EVENT TOTAL: \$ _____