

REQUEST FOR BIDS

No. 2017-004

Vehicle Body Repair and Painting

Solicitation Issued: August 15, 2016

Bid Submissions Due: September 16, 2016 **Time:** 12:00 PM

Submissions Received By: Sean Stevens, Public Works Operations Administrator
City of Gaithersburg
Public Works Department
800 Rabbitt Road
Gaithersburg, Maryland 20878

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SECTION 1: Definitions

Bid Proposal: “Bid Proposal” means the offer submitted to the City by a Bidder in response to this Solicitation.

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

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 a binding agreement awarded pursuant to this Solicitation, if any.

Contractor: “Contractor” means a Bidder awarded a Contract.

Lowest Responsive Bid Proposal: “Lowest Responsive Bid Proposal” means the Bid Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.

Person: “Person” means any individual, or association or business recognized by law.

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

Responsible Bidder: “Responsible Bidder” means a Bidder: who meets all of the minimum qualifications specified in this Solicitation; and who is fully capable to and able to evidence its ability to provide the Services under the Contract.

Services: “Services” means the specific work to be provided by the Contractor as identified in a written estimate executed pursuant to the Contract, as well as all ancillary and incidental work and/or activities not expressly identified in a written estimate but which are reasonably necessary to complete the work expressly identified in a written estimate.

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

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

Solicitation: “Solicitation” means this Request for Bids.

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

~ END OF SECTION 1 ~

SECTION 2: Introduction and Notices to Bidders

2.1. INTRODUCTION

The City is seeking sealed Bid Proposals for Vehicle Body Repair and Painting services for City vehicles and equipment, to include but not be limited to removing dents, repairing collision damage, rust removal, painting all or portions of vehicle bodies, etc.

2.2. CITY PROFILE

Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 67,000, occupying more than 10 square miles within Montgomery County. The City provides many services including police protection, licensing and permitting, building inspections, recreation and cultural activities, street maintenance, recycling collection, stormwater management, housing and community development, and snow removal.

The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

2.3. DISCLAIMER

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 and/or travel costs related to such response. All Bid Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all Bid Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder 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 and/or information related thereto. 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 Bid Proposal shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

2.6. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Bid Proposal submitted by any Bidder who is in violation of this provision. Any and all verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

- A. Bidders 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, Bidders 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@gaitthersburgmd.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. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	August 15, 2016	N/A
B. Pre-Submission Meeting: <i>See Subsection 3.2 for additional information</i>	August 25, 2016	at 12:00 PM
C. Bidder Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	September 1, 2016	by 3:00 PM
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	September 7, 2016	by 5:00 PM
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	September 16, 2016	by 12:00 PM
F. Public Bid Opening: <i>See Subsection 4.2 for additional information</i>	September 16, 2016	By 12:05 PM

3.2. PRE-SUBMISSION MEETING

A. There will be a Pre-Submission Meeting at the following location on the date and at the time specified in the Solicitation Schedule:

City of Gaithersburg
Public Works Department
800 Rabbitt Road
Gaithersburg, Maryland 20878

B. Attendance of said Pre-Submission Meeting is not mandatory but is strongly encouraged. Bidders are expected to bring a copy of all the Solicitation Documents as the City will not provide any copies of the same.

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to Sean Stevens, Public Works Operations Administrator, at sstevens@gaitthersburgmd.gov; and (ii) shall 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.

3.4. CITY'S ANSWERS TO BIDDER QUESTIONS

The City's answers to questions submitted by Bidders 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: Bid Proposal Preparation and Submission Instructions

4.1. BID PROPOSAL PREPARATION

In order to provide each Bidder with an equal opportunity for consideration, adherence to a standardized bid proposal format is required; any Bid Proposal submitted outside of the required format shall be cause for the Bid Proposal to be rejected as non-responsive. All Bid Proposals shall include the following material and be organized as follows:

A. Business Profile

This section of the Bid Proposal shall include a cover letter, which is prepared on official business stationery and is signed by an individual authorized to bind the Bidder to its Bid Proposal. In addition, the cover letter shall include the name, business title, address, email address and telephone number of an individual to whom the City should direct correspondence.

B. Capability and Qualifications

This section of the Bid Proposal shall describe the capabilities and qualifications of and the resources available to the Bidder to provide the Services. The Bidder shall have a minimum of five (5) years of experience in providing services equal to or greater in scope and cost to those under this Solicitation.

C. References

This section of the Bid Proposal shall include the contact information for a minimum of three (3) customers that the Bidder wishes to provide as a reference. References shall be for projects completed by the Bidder within the last three (3) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Bidder shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

D. Forms and Documents

This section of the Bid Proposal shall include the following documents and forms, all of which are included in Attachment A hereto:

- ↳ Addendum and Amendment Acknowledgement Form
- ↳ Affidavit of Qualification to Propose
- ↳ Bid Proposal Price Sheet
- ↳ Bid Proposal Submission Certification
- ↳ Conflict of Interest Certification
- ↳ Litigation and Lien Information

4.2. BID PROPOSAL SUBMISSION

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

A. The Bid Proposal Package shall contain the following:

- I. One (1) original paper Bid Proposal and two (2) 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 Bidder.

- II. One (1) identical digital copy of the original paper Bid Proposal on a compact disc or flash drive. The digital copy shall be a single combined file in portable document format (PDF).
- B. The following information shall be printed clearly on the outside of the Bid Proposal Package:
- Solicitation Number
 - Solicitation Title
 - Name of the Bidder submitting the Bid Proposal Package
- C. The Bid Proposal Package shall be addressed to the person and submitted to the location shown below; Bid Proposal Packages not received at the same location by the Submission Deadline shall be deemed non-responsive.
- Sean Stevens, Public Works Operations Administrator
City of Gaithersburg
Public Works Department
800 Rabbitt Road
Gaithersburg, Maryland 20878
- D. The City shall assume no responsibility for delays or errors in the delivery of any Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.
- E. The Bidder is strictly prohibited from submitting its Bid Proposal by facsimile or by e-mail. Any and all Bid Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.
- F. No partial Bid Proposals will be accepted or reviewed.

~ END OF SECTION 4 ~

SECTION 5: General Terms and Conditions

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

5.1. 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.

5.2. ACCEPTANCE AND REJECTION OF BID PROPOSALS

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

5.3. ACCURATE INFORMATION

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

5.4. 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. Any and all written communication not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Bidder 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.

5.5. ALTERNATE BID PROPOSALS

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

5.6. BINDING BID PROPOSAL

All Bid Proposals shall remain binding for 180 calendar days following the Submission Deadline; Bid Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bid Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Bid Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid Proposal. Bid 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.

5.7. CONFIDENTIALITY

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees 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".

5.8. CONTRACT AWARD

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

5.9. ERRORS IN BID PROPOSALS

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

5.10. INTEREST IN MORE THAN ONE BID PROPOSAL AND COLLUSION

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

5.11. LATE BID PROPOSALS

It is the responsibility of the Bidder to ensure the delivery of its Bid Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Bid Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Bid Proposal by way of facsimile or e-mail is strictly prohibited; any and all Bid 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 Bid Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bid Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

5.12. MODIFICATIONS TO BID PROPOSALS

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

- A. The City shall consider a modified Bid Proposal as an entirely new Bid Proposal and shall replace the original Bid Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Bid 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 Bid Proposal herein, the modified Bid Proposal shall clearly be labeled "Modified Bid Proposal".

5.13. RETURN OF BID BONDS

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by the City until the Contract is executed or until such time that a Bidder requests its Bid Proposal to be withdrawn in accordance with Section 5.6 (Binding Bid Proposal) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

5.14. 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 Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

5.15. SOLICITATION DOCUMENTS

The Bidder 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 Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid Proposal shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.

5.16. 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.

5.17. USE OF BROKER

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right, 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.

5.18. ASSIGNMENT OF THE CONTRACT

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

5.19. CHANGES IN 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.

5.20. 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.
- 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.

5.21. DISSEMINATION OF DATA

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

5.22. 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.

5.23. 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>.

5.24. 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.

5.25. 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.

5.26. 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.

5.27. 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.

5.28. 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.

5.29. 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.

5.30. NO LIENS

- A. The Contractor shall have no title or interest in any of the goods delivered to the City under the 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.

- B. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor or other supplier.

5.31. 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.

5.32. 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.

5.33. 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 or entity.

5.34. 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.

5.35. 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.

5.36. INVOICES, PAYMENT TERMS AND TAXES

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

A. 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.

B. 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.

C. 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.



5.37. 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.

5.38. 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.

5.39. SURVIVAL

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

5.40. TERMINATION

A. Termination for Cause

- I. 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 addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.

- II. In the event of 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

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

C. Termination for Non-Appropriation of Funds

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

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. QUALIFICATIONS OF BIDDERS

- A. The Bidder may be required before the award of any Contract to show to the complete satisfaction of the City that the Bidder has the necessary facilities, abilities and financial resources to provide the Services specified therein in a satisfactory manner.
- B. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City that the Bidder is properly qualified to carry out the obligations of the Contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:
 - I. The ability, capacity, skills, and financial resources to perform the work or provide the service required;
 - II. The ability to perform the work or provide the Services promptly or within the time specified, without delay or interference;
 - III. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and
 - IV. The quality of performance of previous contracts.
- C. If necessary, the Bidder agrees to allow a complete shop inspection by appropriate City officials to determine the Bidder's ability to perform under the Contract prior to making an award. Failure to allow such an inspection will be just cause for the City to reject the Bid Proposal in its entirety.

6.2. TIME

It is hereby expressly agreed and understood that time is of the essence for the performance of the Contract and failure by Bidder to meet the time specifications of the Contract shall cause Bidder to be in default of the Contract.

6.3. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this Solicitation shall be made on the basis of this statement. The items furnished under the Contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

6.4. CERTIFICATION

- A. The Contractor's body repair facility shall be I-CAR Gold and ASA (Automotive Services Association) certified. Certification must be maintained throughout the entire life of the Contract.
- B. Automotive body repair shall minimally be supervised by, if not performed by, technicians who are certified and qualified to perform steel welding, plastic repair, and retain I-CAR certification. Mechanical repairs should minimally be supervised by, if not performed by, technicians who are ASE Master (Automotive Service Excellence) certified or multiple technicians whose ASE certification combine match the components of the master certification. Certifications must be maintained throughout the entire life of the Contract.

6.5. CONFIDENTIAL

The Contractor shall insure that the identity of City undercover police vehicles remain confidential.

6.6. CONTRACT TERM AND PRICING

- A. The initial term of the Contract shall be one (1) year. Thereafter, the term of the Contract shall be automatically extended for up to two (2) successive terms of one (1) year each unless either party provides written notice to the other party no less than ninety (90) days prior to the end of the then existing term that it does not wish to extend the term of the Contract. The total duration of the Contract, including term extensions, shall not exceed three (3) years.
- B. Pricing shall remain firm during all Contract terms.

6.7. COST ESTIMATES

The Contractor shall furnish all labor, equipment and supervision necessary to provide auto body repairs on losses in accordance with the following:

- A. The Services under the Contract shall be authorized through the execution of itemized written estimates (each an "Estimate"), each of which shall: (i) be provided to the City at no cost to the City; (ii) be subject to the terms and conditions of the Contract; and (iii) be signed by an authorized representative of the Contractor and the City's Public Works Operations Division Chief. The Contractor shall not perform/provide any Services without an executed Estimate. Each Estimate shall: (i) be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated; and (ii) include a proposed completion date for the Services, number of labor hours, and an itemized list of all replacement repair parts, which shall include the retail list price of each part less the City's discount percentage.
- B. The Contractor shall conduct all visual inspections: (i) at the City's Department of Public Works facility ("Public Works"), which is located at 800 Rabbitt Road, Gaithersburg, Maryland 20878; and (ii) within one business day following notification by the City that a visual inspection is required. The Contractor shall furnish the City's Manager of Fleet Operations or designee ("Fleet Manager"), with an Estimate within 24 hours following each such visual inspection.

In the event any hidden damage(s) is discovered, the Contractor shall furnish the "Fleet Manager" a written amended estimate within 24 of discovering such damage(s). Each amended estimate shall be executed in accordance with and subject to Paragraph 6.7.B hereinabove. The Contractor shall not perform/provide any Services with respect to any hidden damage(s) without an executed amended estimate. THE CITY SHALL RESERVE THE RIGHT TO VERIFY, THROUGH INDEPENDENT APPRAISAL, IF THE REPAIRS ARE REQUIRED.

- C. All labor and replacement repair parts shall be invoiced in accordance with the respective hourly labor rates and percentage discounts set forth on the Bid Proposal Price Sheet submitted by the Contractor with its Bid Proposal. All replacement repair parts used shall be new OEM manufactured. If new OEM replacement repair parts are no longer available, the Contractor must contact the Fleet Manager for approval of substitute replacement repair parts. The City shall supply at its option, any tires required for repair on a vehicle.
- D. The Contractor shall notify the Fleet Manager before subcontracting any mechanical/service repairs. The City, at its option, may reject specified/selected subcontractor.

6.8. PROTECTION OF VEHICLES

It shall be the responsibility of the Contractor to fully protect, at all times, City property entrusted to its care. The Contractor shall reimburse the City for any and all damages to City property while in its care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by the Contractor's employees and/or agents. Damages shall be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the Contractor. The Contractor further agrees to pay to the City any outstanding claims within thirty (30) days after notification from the City.

6.9. WARRANTY

The Contractor warrants the Services to be of the highest quality, complying with specifications, and free from all defects in materials and workmanship for a period of one (1) year from the date of acceptance of the Services, with the exception of paint. All paint must have a two (2) year minimum warranty against peeling and fading. Replacements and repairs, including paint, under warranty are to be made by the Contractor at no cost and to the satisfaction of the City.

6.10. COMPOSITE REPORTS

The Contractor shall submit composite reports on a quarterly basis, which include the requesting department, contact, description of work and dollar amount. These reports shall be submitted to the Fleet Manager, 800 Rabbitt Road, Gaithersburg, Maryland 20878, phone (301) 258-6370 fax (301) 258-6375.

6.11. INSURANCE

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:

- I. Comprehensive commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
 - II. Workers' compensation insurance for all non-City employees and workers in an amount not less than one million dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation or adverse material change in that policy, such that any 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. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) 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.
- D. The Contractor 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).

~ END OF SECTION 6 ~

SECTION 7: Project Information and Scope of Work

7.1. BACKGROUND INFORMATION

The City of Gaithersburg Fleet Maintenance Division, maintains a fleet of approximately 220 vehicles City wide, consisting of passenger cars, SUV's, Pick Ups, 1 Ton Dumps, Vans, Single Axel Dump Trucks, Tandem Dump Truck, and Buses, etc.

7.2. SCOPE OF WORK

The City of Gaithersburg intends to enter into a contract with one or more qualified contractors to furnish auto body and painting Services for City vehicles and equipment, to include but not be limited to removing dents, repairing collision damage, rust removal, painting all or portions of vehicle bodies, etc. as called for in the contract documents, specifications and Bid Form.

7.3. REQUIREMENTS

The Contractor must have a complete body shop meeting the following minimum requirements:

- A. Paint Booth that is in legal compliance with all applicable laws.
- B. A frame/unibody dedicated bench system with straightening capabilities. The Contractor shall have adequately trained personnel to use the unibody bench system. The bench system shall be capable of making multiple body and structural pulls for straightening. Contractor shall also have the following available:
 - I. An electronic measuring device capable of providing before and after measurements including a computerized print out. A copy of the print outs to be given to the City representative.
 - II. An inside storage area for police and other vehicles which contain electronic equipment. For the purpose of this specification "inside storage" includes storage within a secured area, which could include a locked and fenced area acceptable to the City.
 - III. The Contractor awarded the truck portion of the contract must also have the capability to do body and paint work indoors during inclement weather. The indoor area must be large enough to handle trucks requiring a minimum 13-foot height clearance.
 - IV. A MIG and TIG welder or other electric spot welding equipment for body welding. Gas welding is not acceptable. The Contractor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The Contractor is to replace at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- C. The work proposed in this Contract shall be performed at the Contractors place of business.
- D. At the City's option, used parts may be used depending on the age and value of the equipment being repaired.

- E. Contractors agree to assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the City under this Contract.
- F. This Contract shall cover the following types of vehicles:
 - I. Passenger vehicles (sedans, light trucks up to 14,500 GVW and similar equipment such as vans etc.), including fiberglass work.
 - II. Trucks and Buses (over 14,500 GVW), including fiberglass work.
- G. The City reserves the right to assign vehicles that require specialized or proprietary repairs, finish etc. to any other Contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.
- H. All work done without the services of an independent appraiser shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by the City before any work may start. No appraisal for City owned vehicles shall be based on labor or parts discounts other than those contained on the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the City.
- I. If the City determines that the workload of the Contractor is such that timeliness is not possible in a given situation, the City reserves the unilateral right to assign the job to a back-up Contractor. Repeated assignments to a backup Contractor (more than six in a two month period) may result in Contract termination. Time is of the essence in returning City vehicles to service. The Contractor agrees that work assigned under this Contract shall receive priority over the other work in its shop unless specific prior approval has been obtained from the City.
- J. The City has estimated that approximately \$50,000.00 will be spent in automotive body work during each year of the Contract. This figure is only an estimate and is not a binding guarantee of the work to be done under the Contract. Actual requirements may be more or less than the amounts estimated. The Contractor shall perform such work as required by the City as needs are determined, and the Contract shall be binding only for the actual Services performed during the Contract period.
- K. The Contractor shall be required to use OEM parts on all repairs work unless otherwise directed. All parts/materials used in the performance of this Contract must be new and unused and, at a minimum, include a 90-day warranty.
- L. If awarded service, vehicle must be picked up within 1 business day of notification.
- M. Contractor must agree to give City of Gaithersburg Police Department vehicles first priority over other City vehicles in the shop. In addition, Contractor must make every effort to give priority to police department vehicles over other non-emergency type vehicles in the shop.
- N. Contractor must be able to provide decal services when necessary/required. These decals can consist of Unit numbers, Department logos, etc. and will be supplied to the contractor by City of Gaithersburg or acquired from the City's decal vendor.

- O. Contractor must agree to commence work on our vehicles within 1-2 days of receipt.
- P. Contractor must agree to provide a turnaround time of no more than 7-10 working days after commencement of work. This requirement may be waived at the sole discretion of City of Gaithersburg; i.e. for reasons such as parts unavailability, low priority as determined by City of Gaithersburg, etc.

7.4. BODYWORK AND PAINTING REQUIREMENTS

- A. Contractor must be able to perform complete body repairs as well as paint vehicles and equipment.
- B. All bodywork will require three coats of primer: two (2) during bodywork repair, and a minimum of one (1) during painting process. All work must be performed at the same level of quality that is provided to all customers.
- C. Bent parts are to be straightened and reinforced or replaced if necessary.
- D. In the event that vehicle decals are damaged, Contractor shall obtain new decals from the City of Gaithersburg or from the City's decal provider and apply new decals to the repaired vehicle.

7.5. ALIGNMENT

Contractor shall agree to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four wheel alignment for unibody vehicles. A printout of the readings after the alignment shall be provided with each repair order. Contractor personnel or subcontractor shall be qualified to perform alignment work.

7.6. AIRBAG COMPONENTS

All airbag components must be replaced with NEW O.E.M. parts when the decision has been made to replace the components.

7.7. MAJOR REPAIRS

If metal is rusted through, repair must be made by cutting out damaged area and replacing with new metal that is equal to or greater than the original metal thickness. All seams must be mudded and primed twice.

7.8. MINOR REPAIRS

- A. Sand blast entire area. Large areas of rust pitting are to be filled with heavy build 2-part primer, allowed to dry for 8 hours, then sanded and primer applied.
- B. For dump trucks, an example of the minimum work required would be as follows:
 - I. Complete washing, including raising bed for thorough wash
 - II. Removal of all decals, glue, lights and license plates
 - III. Mask all necessary areas and parts for sand blasting
 - IV. Sand blast frame, wheels, packer, or dump body
 - V. Sand with 150-grit then 240-grit (Cab)

- VI. Mask cab for painting
 - VII. Re-sand all sand blasted areas with 150-grit paper
 - VIII. Use two (2) coats of acid etch primer
 - IX. Use OEM or approved equivalent on dump body
 - X. Seam seal all joints and cracks in metal.
 - XI. Use one (1) coat of Sealant over entire unit
 - XII. Top coat cab and dump body with three (3) coats of OEM paint or its equal.
 - XIII. Paint frame, support bars, muffler, and front bumper to match pre-existing colors unless otherwise instructed by the City.
 - XIV. Detail out paintwork: look over for over/under spray, masked areas and spot paint if necessary
 - XV. Clean windows
 - XVI. Clean out cab
 - XVII. Wash and Dry vehicle before delivery to facilitate inspection of work (paint match, body panel alignment, etc.)
- C. Complete color change for vehicles or equipment must include door jams, hood, and deck jams. All color changes will require hand sand prepping, acid etching of hard to reach areas, jet sealing and one (1) top coat using OEM or approved equivalent.
 - D. Unsatisfactory repairs includes but are not limited to paint swirls, fish eye blemishes, mismatched paint color, buffer burns, etc.

7.9. PICKUP AND DELIVERY

Contractor must include free pickup and delivery of vehicles, including flat bedding when required. All vehicles shall be washed and dried prior to delivery to facilitate City inspection of Contractor's work.

Upon return of finished vehicles, operators will remain until the vehicle is inspected and accepted. The vehicle shall be delivered to the City representative by someone who has the knowledge/experience in order to review and discuss the quality and completeness of the repairs with the City representative. If it is determined that the vehicle is not properly repaired, the operator will return the vehicle to Contractor's shop for repair and deliver at no additional charge.

All vehicles must be returned to Public Works within 24 hours of completion.

~ END OF SECTION 7 ~

SECTION 8: Attachment A



City of Gaithersburg

Affidavit of Qualification to Bid

Solicitation No. _____

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

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

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized
Title
representative of the entity _____ and that I possess the
Name of Entity
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 Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids 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 violation of

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

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

BID PROPOSAL PRICE SHEET

For the purpose of evaluation, any item left "blank" will be deemed "no bid".

Rates quoted on this Bid Form and any labor hours used to figure estimates shall not exceed those published in the current **Mitchell Collision Estimating and Reference Guide**. The rates bid shall be used in all work for the class of vehicles covered. No variance from the labor rate bid will be allowed during each contract year.

The Bidder agrees to provide the described service in compliance with the scope of work described in this solicitation for the following fixed prices as indicated below. The hourly rates specified by the Bidder shall include profits, labor, and all direct and indirect overhead costs such as transportation, general and administrative costs, etc.

ITEM #	LABOR	QTY (Hourly)	HOURLY RATE
1.	PASSENGER VEHICLES (as defined in 7.3[F][I] of the Solicitation [Page23])		
	Labor Rate (per Hour)	1	\$
	PARTS/MATERIALS PRICING Indicate by marking the appropriate block if the charge to the City will be the Net cost of the product or if a Mark-up or Discount will be applied by the vendor.	<input type="checkbox"/> Net (no cost to the City) OR <input type="checkbox"/> Mark-up If marked, note amount: _____% OR <input type="checkbox"/> Discount If marked, note amount: _____%	
2.	TRUCKS ((as defined in 7.3[F][II] of the Solicitation [Page23])		
	Labor Rate (per Hour)	1	\$
	PARTS/MATERIALS PRICING Indicate by marking the appropriate block if the charge to the City will be the Net cost of the product or if a Mark-up or Discount will be applied by the vendor.	<input type="checkbox"/> Net (no cost to the City) OR <input type="checkbox"/> Mark-up If marked, note amount: _____% OR <input type="checkbox"/> Discount If marked, note amount: _____%	

NOTE: Items 1 and 2 listed above shall be **MITCHELL COLLISION ESTIMATING AND REFERENCE GUIDE** or the applicable industry standard list used by insurance appraisers.

If you are not using the **MITCHELL COLLISION ESTIMATING AND REFERENCE GUIDE**, please provide the name and version of the guide or software you are using in the space below.

Contact information for checking status of orders and delivery:

Contact Name: _____ **Telephone:** _____

Title: _____ **Fax:** _____

METHOD OF PAYMENT:

1. PAYMENT TERMS: Net 30 (Vendor paid within 30 days of proper invoice or receipt of goods accepted in good order.)

The undersigned hereby certifies that he understands all the above specifications, has read them carefully, and will deliver and furnish all merchandise and services as specified above in this bid.

Bidder shall return three (3) copies of this bid proposal filled out in full and signed. One (1) copy marked "**ORIGINAL**" and two (2) copy marked "**COPY**".

Signature: _____

Title: _____

Company Name: _____

Date: _____

Accounts Receivables Information:

Contact Name: _____ **Title:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____



City of Gaithersburg

Bid Proposal Submission Certification

Solicitation No. _____

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

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID PROPOSAL SUBMISSION CERTIFICATION

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

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

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

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Bid 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 Bid Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

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

Yes / No

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

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

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name