



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

REQUEST FOR BIDS

No. 2017-006

Education Blvd. Electronic Sign Install

Solicitation Issued: August 26, 2016

Bid Submissions Due: September 27, 2016 **Time:** 11:00 AM

Submissions Received By: Jacob Fayad, Capital Project Program Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Jud Ashman

COUNCIL MEMBERS
Henry Marraffa, Jr.
Michael Sesma
Neil Harris
Robert Wu
Ryan Spiegel

CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

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

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

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

Final Payment: “Final Payment” means the final amount of compensation due under the 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.

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

Procurement Webpage: “Procurement Webpage” means the City’s procurement webpage, <http://www.gaithersburgmd.gov/government/procurement>.

Project Manager: “Project Manager” means the City employee assigned to manage the Contract and Project.

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

Services: “Services” means the specific work to be performed under the Contract by the Contractor as identified in this Solicitation, as well as all ancillary and incidental tasks and activities not expressly identified in this Solicitation but which are reasonably necessary to complete the work under the Contract.

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 Request for Bids.

Submission Deadline: "Submission Deadline" means the date and time, specified in Section 3.1 of this Solicitation, by 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 accepting sealed bid proposals to hire a qualified contractor to perform upgrades to an informational sign ("Sign") located on Education Boulevard at the intersection of South Frederick Avenue in Gaithersburg, Maryland 20877 (506 South Frederick Avenue) ("Site"). The Services shall include:

- Replacement of the two (2) double-sided illuminated sign frames with two electronic, wireless remote controlled, double-sided sign panels.
- Fabricate and install two (2) double-sided aluminum cabinets (painted) w/ acrylic backer panel (include LED lighting).
- Repoint, power wash and reseal the entire Sign structure (concrete, wood and brick).
- Provide and install one (1) new secured electrical disconnect at the Sign and replace the Sign address plaques.

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. CITY'S LIABILITY

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 Proposal documents and files 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. FEDERAL AND 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 26, 2016	N/A
B. Pre-Submission Meeting: <i>See Subsection 3.2 for additional information</i>	September 8, 2016	at 11:00 AM
C. Bidder Questions Due in Writing: <i>See Subsection 3.3 for additional information</i>	September 13, 2016	by 4:00 PM
D. City's Answers to Questions Issued: <i>See Subsection 3.4 for additional information</i>	September 19, 2016	by N/A
E. Submission Deadline: <i>See Subsection 4.2 for additional information</i>	September 27, 2016	by 11:00 AM
F. Public Bid Opening: <i>See Subsection 4.2 for additional information</i>	September 27, 2016	at 11:05 AM

3.2. PRE-SUBMISSION MEETING

There will be a Pre-Submission Meeting at the location shown below on the date and at the time specified in the Solicitation Schedule. Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. Bidders are expected to bring a copy of all the Solicitation Documents to the Pre-Submission Meeting; the City will not provide copies.

City of Gaithersburg
Activity Center at Bohrer Park
506 South Frederick Avenue
Gaithersburg, Maryland 20877

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to Jacob Fayad, Capital Projects Program Manager, at jfayad@gaithersburgmd.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, organized into sections as follows:

A. Statement of Qualifications

This Section of the Bid Proposal shall contain a Statement of Qualifications (“SOQ”), which shall include the following information organized as follows:

I. Business Profile

This Section of the SOQ relates to the Bidder’s business profile and shall include:

- The legal name of the business and, if applicable under this Solicitation, the trade name of the business;
- The type of business (i.e. corporation, limited liability corporation or company, partnership, etc.);
- The state where the business is domiciled (formed);
- The location of the principle office and any and all branch office(s);
- The nature of the business; and
- The geographical area(s) serviced by the business.

II. Capability and Qualifications

This Section of the SOQ shall describe (in no more than two [2] pages in length) the qualifications and capabilities of the Bidder to provide the Services, as well as 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 similar or greater in scope and cost to those under this Solicitation.

III. Safety, Professional Development and Quality Control Programs

This Section of the SOQ relates to the Bidder’s safety, professional development, and quality control Programs, and shall include and describe (in no more than three [3] pages in length), at a minimum, the following:

- The Bidder’s training programs, such as management, OSHA and technical training programs; and
- Any and all of the Bidder’s quality control measures.

IV. Financial Wellness

This Section of the SOQ relates to the Bidder’s financial wellness and shall include a letter of recommendation from a financial institution that attests whether the Bidder is financially responsible to provide the Services.

V. References

This Section of the SOQ shall include the contact information of three (3) customers the Bidder wishes to use as references to substantiate its qualifications, experience and performance. These references shall be for projects that were completed by the Bidder in the last five (5) years and that were similar in size and in scope to the project hereunder. For each such reference, the Bidder shall provide the name and telephone number of the reference, and a brief description of the project and size and scope thereof.

VI. Subcontractors

This Section of the SOQ shall include a separate SOQ for any and all subcontractors hired by the Bidder to provide any of the Services under this Solicitation.

VII. Construction Plan

This Section of the Bid Proposal shall include a project duration schedule and phase plan, a schedule of values, and construction progress reporting methods.

B. Forms and Documents

This Section of the Bid Proposal shall include the following documents and forms, all of which shall be notarized and signed in ink where applicable:

- I. Addendum and Amendment Acknowledgement Form
- II. Affidavit of Qualification to Bid
- III. Bid Proposal Submission Certification
- IV. Conflict of Interest Certification
- V. Litigation and Lien Information
- VI. Executed Bid Bond

Forms I-V above are incorporated herein and attached hereto as Attachment A.

C. Bid Proposal Price

This Section of the Bid Proposal shall include a completed Bid Proposal Price Sheet, which shall be signed by a person authorized to bind the Bidder to its Bid Proposal. Note: Bid tabulation will be based on the sum of all prices provided.

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. 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. Two (2) identical paper copies of the original paper Bid Proposal.

- III. 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; and
 - ↳ 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. Bid Proposals shall be publicly opened and read aloud immediately following the Submission Deadline.
- Jacob Fayad, Capital Project Program Manager
City of Gaithersburg
Department of Public Works
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 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 the 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 the Contract to the Responsible Bidder that submitted the next Lowest Responsive Bid Proposal, or to 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 person and at 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. 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.

5.14. 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.

5.15. 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.

5.16. USE OF BROKER

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

5.17. 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.

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. 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>.

5.23. 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.

5.24. 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

The Contractor shall have no title or interest in any of the materials used under the Contract. In no event shall the Contractor encumber any such materials with any lien of any kind or offer such materials as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any and all subcontractors and/or other suppliers.

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

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. 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 such termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

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

C. Termination for Non-Appropriation of Funds

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

~ END OF SECTION 5 ~

SECTION 6: Special Terms and Conditions

6.1. BONDS

- A. The Bidder shall submit with its Bid Proposal an executed bid bond in an amount equal to three percent (3%) of the Bidder's total Bid Proposal price. The bond shall include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- B. The Contractor shall, within ten (10) business days following receipt of a notice of intent to award issued by the City, furnish to the City an executed payment bond and executed performance bond, both of which shall: (i) be in an amount equal to one hundred percent (100%) of the total Contract sum; (ii) bear the same effective dates; (ii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iii) include a certified copy of the Power of Attorney of the attorney-in-fact that executed the bond.
- C. Each bond shall be executed in accordance with and subject to the following:
- I. The bonding entity shall: (i) be registered and in good standing in the State of Maryland in accordance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations; (ii) maintain a rating of A-minus (A-) or better with A.M. Best; and (iii) consent to exclusive venue and jurisdiction in the Circuit Court for Montgomery County, Maryland. This provision shall apply to any and all co-sureties utilized by the bonding entity in execution of the bond.
- II. The bond shall include provisions similar to the following:
- ↪ **GOVERNING LAW.** *This Bond shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws provisions.*
 - ↪ **NO THIRD PARTY BENEFICIARIES.** *The Surety provides this Bond for the sole and exclusive benefit of the City and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity shall have any rights against this Surety.*
 - ↪ **VENUE.** *In the event any legal action shall be filed upon this Bond, venue shall lie exclusively in the Circuit Court for Montgomery County, Maryland.*
 - ↪ **WAIVER OF NOTICE.** *The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work and/or Services performed.*
- D. All bid 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 immediately return all bid bonds in the event the Solicitation process is canceled by the City.

6.2. 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. Automobile liability insurance in an amount no less than one million dollars (\$1,000,000);
 - II. Commercial general liability insurance in an amount no less than one million dollars (\$1,000,000); and
 - III. Workers' compensation insurance in an amount no 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).

6.3. PAYMENTS

Payments under the Contract shall be made: (i) in installments based on the completion of milestones, to be later determined and agreed upon in writing between the City and the Contractor; and (ii) following the receipt of undisputed proper invoices for the same, which are issued in accordance with the provisions for retainage below and Section 5.36 (Invoices, Payment Terms and Taxes) of this Solicitation.

6.4. PROJECT CONDITIONS

A. Key Personnel

The Contractor shall utilize the personnel and subcontractors named in its Bid Proposal; the replacement or substitution of such personnel and subcontractors shall only be permitted with the prior written approval of the Project Manager.

B. Notice to Proceed and Completion of Services

Within ten (10) calendar days following the effective date of the Contract, the City will issue the Contractor a written Notice to Proceed (“NTP”), after which the Contractor shall complete the Services within 90 calendar days thereafter (“Completion Date”).

C. Schedule of Services

Work shall be performed Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. In addition, work may be performed on weekends and holidays (observed by the City) between the hours of 7:00 a.m. and 4:00 p.m., subject to the prior written approval of the Project Manager. Any and all requests to work a weekend or holiday shall be provided to the Project Manager in writing a minimum a three (3) days prior to such weekend or holiday.

D. Project Supervision

The Contractor shall have a full-time supervisor present at the Facility at all times the work is being performed. This supervisor shall have a minimum of five (5) years of experience providing services similar to the Services hereunder. Upon request, the Contractor shall submit a resume to the Project Manager for review and approval. The resume shall include the education and experience of the supervisor. The Contractor shall only re-assign a supervisor to the project once it receives written approval by the Project Manager.

E. Facility Safety and Use of Premises

At all times while providing the Services under the Contract, the Contractor shall:

- I. Enforce suitable rules and provide any and all guards, signs, fences, dust barriers and/or protective devices required for the safe completion the Services.
- II. Confine operations at the Site to the areas permitted under the Contract (“Work Zone”). Any and all portions of the Site outside of the Work Zone shall not to be disturbed.
- III. Conform to any and all Site rules and regulations affecting the work while providing the Services.
- IV. Keep areas outside the Work Zone clear and available to the public. Do not use these areas for parking or for the storage of materials; such parking and storage areas shall be limited to those areas within the Work Zone.
- V. Not unreasonably encumber the Site with materials or equipment. Confine any and all storage of materials, and locations of storage sheds, to the areas within the Work Zone.

F. Field Verification and Identification

Within five (5) days following receipt of the NTP, the Contractor shall verify all conditions and dimensions and report any discrepancies and/or conflicts to the Project Manager. In the event that any conditions and/or dimensions differ significantly from the Contract documents, a revision will be issued by the City with sketches and/or revisions to the Contract documents.

G. Construction Coordination

The Contractor shall submit a Project Schedule to the Project Manager for approval prior to starting any of the work, and shall not begin any such work until the Project Schedule is approved in writing by the Project Manager. Each week the Contractor works, it shall prepare and submit a weekly report to the Project Manager, which shall include the following:

- ↳ Name of project;
- ↳ Project number;
- ↳ Date of the report;
- ↳ Weather conditions;
- ↳ Weekend and/or holidays worked;
- ↳ Work progress;
- ↳ Any and all environmental problems and/or corrections; and
- ↳ Other information, such as: special events or occurrences, accidents, recommendations, suggestions, visitors, any major equipment and/or materials received, tests, inspections, equipment start-up and check-out, and occupancy.

In addition, the Contractor shall take all necessary action required to alert the Project Manager of any and all items which could result in a claim. The Contractor shall also participate in a weekly project progress meeting. The Project Manager shall develop an agenda for each such meeting and the Contractor shall prepare minutes for review and acceptance by the City.

H. Permits and Inspection

- I. The Contractor shall obtain all permits and licenses and coordinate any and all inspections necessary to properly perform the work under the Contract. The City acknowledges and agrees to waive the fee for any permits that are both required by and issued by the City.
- II. The Contractor shall give all notices and comply with all laws, ordinances, rules, and/or lawful orders. If the Contractor observes that any portion of the Contract is at variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify the City in writing and necessary changes will be accomplished by modification.

I. Warranties

The Contractor acknowledges and agrees to warrant all materials and workmanship under the Contract against any and all defects in materials and/or workmanship, including defects in materials due to workmanship, for a period of one (1) year (“Standard Warranty”) from the date of the Project Acceptance Letter. If a manufacturer’s warranty on materials exceeds one (1) year, the manufacturer’s warranty shall apply after the initial year. As of substantial completion, the Contractor shall furnish the Project Manager with a written Standard Warranty and a list of any and all such manufacturer warranties.

J. Project Closeout

The Contractor shall immediately notify the Project Manager in writing as soon as it completes all of the work under the Contract. Following such notification, the City shall inspect all work to ensure it is completed to its satisfaction and in accordance with the Contract documents. Once the City deems all work to be satisfactorily completed and the Contract requirements are fully satisfied (i.e. warranty documents, final inspections, operation and maintenance manuals, etc.), it will issue the Contractor a Project Acceptance Letter and process the Final Payment.

K. Shop and Record Drawings

The Contractor shall furnish the City with all shop and record drawings as part of the project closing documents.

L. Changer Order Overhead and Profit

- I. For any and all change orders in work under the Contract (“Change Order”), the percentages for overhead, profit, and commission shall be negotiable according to the nature, extent, and complexity of the work involved, but in no case shall such percentages exceed the following ceilings:

	Overhead	Profit	Commission
To the Contractor on work performed by its own forces.	15%	15%	-
To the Contractor on work performed by other than its own forces.	-	-	5%
To a subcontractor on work performed by its own forces.	10%	10%	-

- II. For work performed under a Change Order by its own forces:

- (a) The Contractor and its subcontractors shall be allowed the actual amount of materials and the total amount of labor for same.
- (b) The overhead percentages shall be considered to include indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations, for same.

- III. Neither the Contractor nor its subcontractors shall be allowed overhead or commission on the overhead, profit, and/or commission received by any of its subcontractors.

- IV. Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph I hereinabove.

- V. For a Change Order that includes both an increase and decrease in the amount of the Contract, the percentages for overhead, profit, and commission shall only be allowed on the amount of the net change.

- VI. Neither the Contractor nor its subcontractors shall be allowed any percentages for overhead, profit, and/or commission on work under a Change Order which is necessary due to the negligence and/or poor workmanship of the Contractor and/or its subcontractors.
- VII. Contractor's proposed Change Orders shall include detailed line item costs including labor and materials, unit cost shall comply with bid worksheet line item costs.

~ END OF SECTION 6 ~

SECTION 7: Scope of Work

7.1. BACKGROUND INFORMATION

The City of Gaithersburg Education Blvd. Sign is a permanent identification sign for Bohrer Park at Summit Hall Farm and Gaithersburg High School, a Montgomery County School. The Sign is a concrete brick structure with four acrylic panels supported by steel frames. The first and second sign frames are assigned to the City while the last two sign frames are assigned to Gaithersburg High School. The Sign is located within the 57-acre Bohrer Park.

7.2. PROJECT GOAL

The goals of the Sign project are to:

- Replace the two (2) double-sided illuminated sign frames with two electronic, wireless remote controlled double-sided sign panels. Replace the second and fourth signs on existing sign structure.
- Fabricate and install two (2) double-sided aluminum cabinets (painted) w/ acrylic backer panel (include LED lighting). Replace the first and third signs on the existing sign structure.
- Provide and install one new secured electrical disconnect at the Sign
- Repoint, power wash and reseal the entire Sign structure (concrete, wood and brick)
- Replace the Sign address plaques (2pcs)

Note: Please see EXHIBIT A for sign details

7.3. GENERAL SCOPE OF WORK

The Services include reviewing all general conditions, construction documents, plans and specifications for developing a comprehensive understanding of the work involved. The Contractor shall provide the Services in accordance with the plans and specifications attached hereto and incorporated herein as Exhibit A (hereinafter referred to as "Plans and Specifications"). In the event of any conflict between the Plans and Specifications and the Scope of Work herein, the Plans and Specifications shall govern and apply.

A. General Requirements

The Contractor shall perform the below listed services:

I. Field Verification

Field verify the Plans and Specifications to determine accuracy of existing site conditions and utilities prior to commencing work and report discrepancies to the Project Manager.

II. Existing Condition Survey and Site Condition

The Contractor shall perform the below listed service:

- Conduct existing condition survey to ensure the accuracy of all provided measures.

- Provide the required submittals, Renderings and shop drawings for City's approval as stipulated in the project documents.
- Prepare a project site cleaning and waste disposal plan which will address the safe disposal of construction waste, site debris and disposal of environmentally hazardous material if found during demolition.

III. Submittals

Fifteen (15) working days after the Contractor is issued a Notice-to-Proceed, the Contractor shall provide all required submittals for City approval. Submittals for services shall include, but are not limited to:

- All product data (MSDS, specifications, installation manuals, maintenance manuals, and other data)
- Shop drawings
- Setting drawings
- Color and texture samples or markups
- Warranties
- Project schedule (must be provided five (5) days after Notice-to-Proceed)
- Contractor's qualification/certification to install
- Other submittals as necessary

IV. Quality Assurance and Regulatory Requirements

(a) Sign Panels (Electronic and illuminated):

- All work shall be done by an installation firm specialized in electronic and illuminated sign installation.
- All work shall be done in accordance with all local, State and Federal applicable planning and codes requirements.
- The Contractor is responsible to obtain all permits and approvals to complete this project.
- The Contractor shall provide the City a written warranty that guarantees all completed installation and work to be free from defects in materials and workmanship for a period of no less than one (1) year after job completion. The Contractor shall also provide extended warranty for five years on parts and two (2) years on labor for the two (2) double sided electronic signs.

(b) Repointing, Power Washing and Resealing:

- Mockups: Apply mockups of each material, color, and finish selected to verify preliminary selections made under sample submittals (described in Section III), to demonstrate aesthetic effects and set quality standards for materials and execution. All Mockups should be display as dried for over 24hrs before viewing and acceptance.
- City will select one surface to represent surfaces and conditions for repointing specified and approved.
- Provide samples of at least 4 sq. ft. for after dry approval.
- City will designate items or areas required.
- Final approval of color selections will be based on mockups.
- If preliminary color selections are not approved, apply additional mockups of additional colors selected by City at no added cost.
- Approval of mockups does not constitute approval of deviations from the Contract Documents contained within the mockups, unless the City specifically approves such deviations in writing.
- Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of substantial completion.

(c) Electrical and Lighting:

- The Contractor shall have an experienced Electrical firm that is certified in electrical installation and qualified to install the electronic sign manufacturer's products.

B. Scope of Work (Electronic and Illuminated Signs Panel)

The Contractor shall provide and install (inclusive of all needed components) two (2) double-sided electronic signs similar or equal to DAKTRONICS – AF-3550-32x144-20-RGB-2V (see EXHIBIT A). The City shall provide wireless data feed for both sign panels. The Contractor shall also provide and install two illuminated aluminum framed signs similar in size to the existing signs (refer to EXHIBIT A for sign requirements to include lettering and size of panel). In accordance with the project schedule, the Contractor shall execute the scope of work below:

I. Electronic Sign Panels

The Contractor shall provide and install two (2) double-sided outdoor LED matrix electronic displays with all needed components to install and make functional for the City's use. The panel installation shall include the Contractor:

- Providing for City's approval all submittals (shop drawings, product specification, etc.) as described in Section A, Part III
- Demolishing/removing the existing second and forth illuminated signs at the Sign
- Providing and installing all electronics and electrical components needed for the two electronic signs
- Working with the City to interface the City's provided wireless data service
- Working with the City to install all web-based interactive software for operating and maintaining the system
- Testing the system for no less than four days
- Providing two sessions of system-use training for the City and Gaithersburg High School staff

II. Illuminated Signs

The Contractor shall provide and install (inclusive of all needed components) two (2) double-sided illuminated acrylic signs within aluminum frames to match the exiting illuminated signs. The illuminated sign panels' installation shall include:

- Providing for City's approval all submittals (shop drawings, product specification, etc.) as described in Section A, Part III
- Demolishing/removing the existing first and third illuminated signs at the Sign
- Providing and installing all electrical components needed for the two illuminated signs
- Sign testing for four days

C. **Scope of work (Repointing, Power Washing, and Resealing)**

- I. In accordance with the project schedule and applicable code, the Contractor shall Provide all materials and power-wash tools specifications or cut sheets. Special attention shall be placed on the size & use of power wash nozzle.
- II. Perform work space surface preparation and inspections by complying with manufacturer's written instructions and recommendations. Surfaces include brick walls, wood platform, and concrete wall.
- III. Repoint all loose mortar sections of brick wall with City-approved mockup mortar. All application and curing shall be done per manufacturer's specification.

- IV. Evenly power wash all surfaces by use of the correct nozzle and distance of spray (special attention to this process is needed).
- V. As specified by the product manufacturer, perform two applications of City-approved sealants to all surfaces (brick, wood and concrete). For wood substrates, scrape and clean knots and apply coat of knot sealer before applying sealant.

D. Scope of Work (Electrical and Lighting)

In accordance with the project schedule and applicable code, the Contractor shall:

- I. Provide and install a new disconnect within a secured electrical lockbox.
- II. Provide and install all needed light fixtures (must be LED) and wiring for the two illuminated signs.
- III. Provide and install power supply lines for the two new electronic signs.

~ END OF SECTION 7 ~

SECTION 8: Attachments & Exhibits

8.1. ATTACHMENT A

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

8.2. EXHIBITS

The following exhibits are incorporated herein and attached hereto:

- ↳ Exhibit A – Education Blvd Sign Upgrade

REQUEST FOR BIDS

NO. 2017-006

EDUCATION BLVD.
ELECTRONIC SIGN INSTALL

ATTACHMENT A
FORMS AND DOCUMENTS



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



City of Gaithersburg

Bid Proposal Price Sheet

Solicitation No. 2017-006

The Bidder shall complete this form in its entirety and return it with its Bid Proposal. The Bidder shall be responsible for furnishing all equipment, labor and materials necessary to fulfill its obligations under the Contract.

Name of Bidder: _____

Unit Key

L.M.S. = Labor, Material and Services

Note: Winning bid shall provide a bid cost breakdown and detail pricing upon request by the City of Gaithersburg.

Phase	Item	Item Description	Unit	Total Cost (Estimated)
I	LUMP SUM PRICE FOR THE ENTIRE PROJECT AS SPECIFIED IN THE BID DOCUMENTS			
	1	Lump Sum Bid Price (Entire Scope of Work)		
II	Subtract Alternate Work Package Prices			
	1	Replace two illuminated signs with two electronic signs (inclusive of warranty and software)	L.M.S.	
	2	Replace two illuminated signs with two new illuminated signs	L.M.S.	
	3	Repoint, power wash, address sign and all upgrades to structure	L.M.S.	

By my signature: I hereby testify: that I am a duly authorized representative of the Bidder named hereinabove, and that I have fully examined and reviewed the items and total represented herein and that they are accurate and complete.

Signature: _____ Title: _____

Printed Name: _____ Date: _____



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

REQUEST FOR BIDS

NO. 2017-006

EDUCATION BLVD.
ELECTRONIC SIGN INSTALL

EXHIBIT A

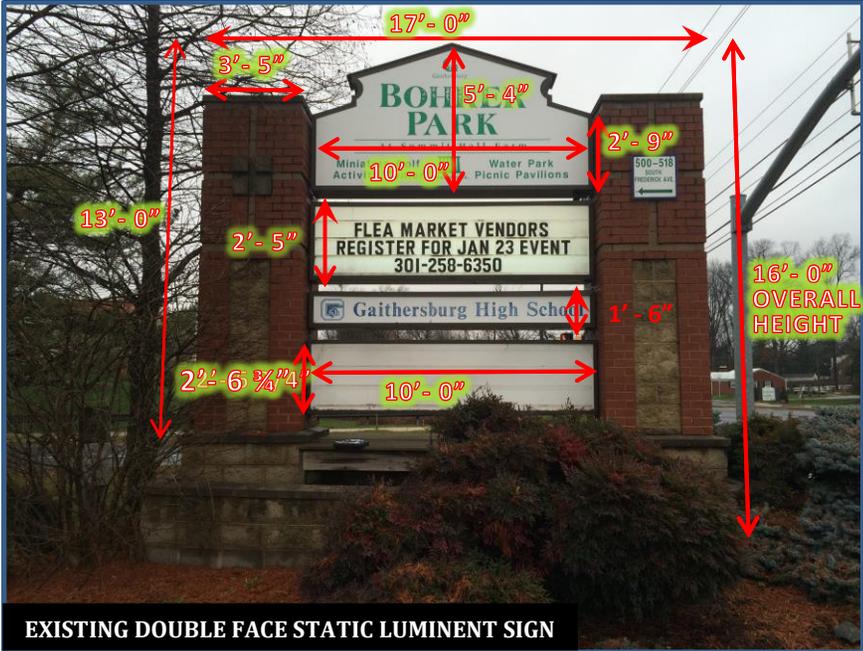
EDUCATION BLVD. SIGN UPGRADE

EXHIBIT A

EDUCATION BVLD SIGN UPGRADE

- EXHIBIT A-1: Typical Rendering
- EXHIBIT A-2: Typical Rendering
- EXHIBIT A-3: Same or Equivalent to Selected Product Specifications
- EXHIBIT A-4: Pictorial Folder
- EXHIBIT A-5: Typical Signs Permitted in all Zones

EXHIBIT A-1



EXISTING DOUBLE FACE STATIC LUMINESCENT SIGN

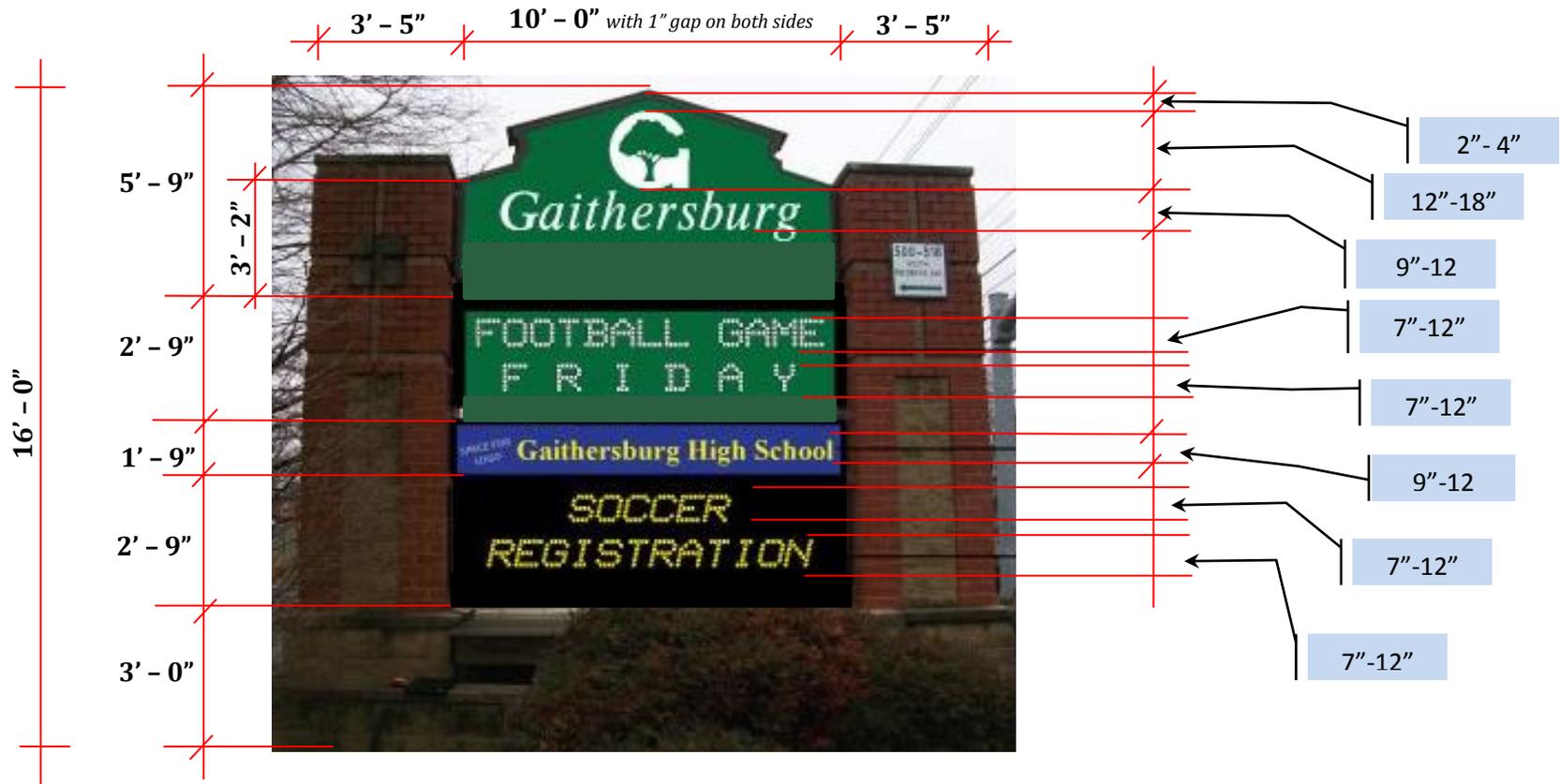
NOTE:

1. First and third panels shall be double sided illuminated signs with the following requirements:
 - First panel shall be Aluminum frames, acrylic panels with green opaque background and white illuminated letters and logos. Third panel shall be Aluminum frames, acrylic panels with blue opaque background and yellow illuminated letters and logos.
 - City of Gaithersburg's logo height shall be between 12" – 18"
 - Lettering height for the word "Gaithersburg" and Gaithersburg High School" shall be between 9" – 12"
 - All other lettering shall be between 7" – 10"
2. Second and fourth panels boxes shall be replaced with two double sided electronic sign signs with the following requirements:
 - Sign panel frame and lettering color shall be black and non-amber color spectrum respectively.
 - All lettering on the electronic sign shall be between 6" – 12"
3. For mounting purposes, gaps between each sign panel and the brick wall shall not exceed 1-1/2".
4. For maintenance purposes, the gap at the bottom of the last sign panel shall not exceed 6".
5. There shall be no gaps between the panels when installed

DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.

 CITY OF GAITHERSBURG	Owner: CITY of GAITHERSBURG	Drawing #: 01 Scale: None	Date: 12/29/15	Drawn By: Jacob M. Fayad
	Location: Educational Blvd., Gaithersburg MD Zone: R-A	Review #:	Approved By: Date Approved:	

EXHIBIT A-2



DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.

 CITY OF GAITHERSBURG	Owner: CITY of GAITHERSBURG	Drawing #: 02 Scale: None	Date: 12/29/15	Drawn By: Jacob M. Fayad
	Location: Educational Blvd., Gaithersburg MD Zone: R-A	Review #:	Approved By: Date Approved:	

EXHIBIT A-3

Same or Equal to Selected Product Specification

Daktronics Galaxy Model # GS6-32x140-19.8-RGB-2V

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. LED message centers
- B. Control software

1.02 REFERENCES

- A. Standard for Electric Signs, UL and CUL Listed
- B. Standard for Control Centers for Changing Message Type Signs
- C. Federal Communications Commission Regulation Part 15
- D. National Electric Code
- E. Designed to current UBC or IBC standards
- F. FCC Class A Compliant

1.03 SUBMITTAL

- A. The electronic LED display manufacturer shall provide a complete technical submittal within 60 days of contract award and shall not proceed with LED Matrix manufacture until the Engineer has approved the submittal.
- B. Submit:
 - 1. All LED display manufacturer qualifications, as specified herein.
 - 2. LED display shop drawing.
 - 3. LED display Riser diagram.
 - 4. AC Site Power Requirements, including legs and Amps per leg.
 - 5. LED display control software operator's manual.

6. LED display installation and maintenance manual.

1.04 QUALIFICATIONS

A. LED Display Manufacturer shall:

1. Have been in the business of manufacturing permanently mounted outdoor LED displays for a minimum period of 15 years prior to the contract bid date. An "LED" display contains pixels constructed solely of high-intensity discrete LEDs
2. Have in operation a minimum of 100 large outdoor permanently mounted LED displays as defined above. Each of these LED displays shall have operated successfully for a minimum period of one (1) year prior to the contract bid date.
3. Have in operation, as of the contract bid date, a minimum of 100 outdoor LED display systems. All systems shall be owned and operated by five different agencies.
4. Have been in business under the same corporate name for a period of no less than 40 years prior to the contract bid date.
5. Provide a toll-free help desk number that will be staffed from 7 a.m. to 7 p.m.

B. Experience with manufacturing the following types of electronic sign products shall not satisfy the requirements of this LED display specification:

1. Indoor displays of any size or type
2. Back-lit displays
3. Any type of matrix display that cannot be programmed to show a nearly infinite quantity of messages

1.05 WARRANTY

- A. Provide 5 years of parts coverage**
- B. Provide toll-free service coordination**
- C. Provide a toll-free help desk number that will be staffed from 7 a.m. to 7 p.m.**

PART 2: PRODUCTS

2.01 CABINET CONSTRUCTION

1. Display housing dimensions shall not exceed 2' 7" tall by 9' 5" wide. The front-to-back housing depth shall not exceed 5 inches.
 2. Display weight shall not exceed 175 lbs/80 kg.
 3. Maximum display power shall not exceed 860 watts when 100% of the pixels are operating at their maximum possible drive current.
 4. Display shall operate from the following power sources: 120/240 VAC, 60 Hz single-phase, including neutral and earth ground.
 5. Display shall operate in a minimum ambient temperature range of -40° to +120°F (-40 to +50°C) and to a 95% humidity.
 6. Internal display component hardware (nuts, bolts, screws, standoffs, rivets, fasteners, etc.) shall be fabricated from stainless steel, aluminum, nylon, or other durable corrosion-resistant materials suitable for the signage application.
 7. Electrical display components shall be 100% solid-state.
 8. The presence of ambient radio signals and magnetic or electromagnetic interference, including those from power lines, transformers, and motors, shall not impair performance of the display system.
 9. The display shall contain a full LED matrix measuring a minimum of 32 pixel rows high by 140 pixel columns wide. The LED display shall display messages that are continuous, uniform, and unbroken in appearance.
- A. Housing Frame
1. Display materials shall use non-corrosive materials or have a protective coating so they shall be anti-corrosive and not degrade or oxidize.
 2. Adequate ventilation shall be provided through convection without the need to provide extra space around the sides or behind the display.
 3. Steel mounting points that can be used for mounting purposes shall be provided with the display and have the ability to be adjusted for alternative mounting methods.
 4. Shall include lifting supports that can be removed after installation.
- B. Exterior Finish

The LED display border pieces shall be coated with an automotive-grade acrylic urethane paint.

C. Front Face Construction

1. To meet the display readability requirements, the front face must be constructed in such a manner that it provides high contrast, low sunlight reflection and durability in all weather and site conditions.
2. Minimum features of front face shall:
 - a. Provide UV resistance to prevent discoloring.
 - b. Include louvers for contrast enhancement.
 - c. Use surface materials in the active LED area, such as metal, plastic, or other face materials, designed for low sunlight reflectivity.

D. Serviceability

1. The display housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the housing.
2. All internal components shall be removable and replaceable by a single technician with basic hand tools.
3. Service access shall be easily obtained by removal of one or more modules in front of the associated internal component.
4. Each module should allow simple removal with a single latch system.
5. Displays shall be designed with service features that minimize potential bodily harm.

2.02 DISPLAY COMPONENTS

- A.** LED display modules shall be constructed for good readability, long life, and ease of service. Each display module shall be constructed as follows:
1. Each module within the product family shall be designed with the same physical footprint of 12.48" x 15.59".
 2. All modules and their components shall be fully encapsulated and sealed to meet IP-67 standards.
 3. An LED module shall consist of LEDs with all drive electronics mounted on a single Printed Circuit Board (PCB).

4. LEDs shall be auto-inserted in order to maintain quality and uniformity of the LEDs within each LED module.
 5. All PCBs shall be wave-soldered to ensure uniformity, quality, and durability of all solder joints.
 6. All PCBs shall be cleaned in a manner so as not to contain more than 2 parts per million contaminants.
 7. Module signal and electrical connections shall be of the positive locking and removable type. Removal of a module from the display shall not require a de-soldering operation.
 8. Data to the modules shall be redundant in that the signal can reach the module from multiple directions in the event of a loss in signal path from either direction.
 9. All LED display modules in a single display shall be identical in construction and interchangeable throughout the display with the ability to be field calibrated.
 10. All module rows shall include continuous louvers over the LEDs for sunlight shading and enhanced contrast.
 11. Modules shall be individually attached to the cabinet frame.
 12. Removal of one or more modules shall not affect the display's structural integrity.
 13. The distance from the center of one line or column of pixels to the center of all adjacent lines or columns shall be 19.8 mm (0.78 inches) both horizontally and vertically.
 14. The failure of a single pixel, module or power supply shall not cause the failure of any other pixel, module or power supply in the display.
 15. All modules shall have no less than a 140° horizontal half-intensity viewing angle and a readability angle of 160° horizontal.
 16. The transition of the viewing intensity shall be consistent throughout the viewing cone.
- B.** Pixels shall be constructed with discrete LEDs, and these discrete LEDs shall conform to the following specifications:
1. LEDs shall be non-diffused, ultra-bright, solid-state light emitting diodes.
 2. The red LEDs shall be constructed of AlInGaP technology and the green and blue LEDs shall be constructed of InGaN technology.
 3. Each color of LEDs used in all LED displays provided for this contract shall be from the same bin.

4. LED half-life shall be an estimated minimum of 100,000 hours.
5. Display shall have a minimum intensity of 10,000 cd/m² for RGB maximum light output, 4,500 cd/m² for Red maximum light output, and 6,000 cd/m² for Amber maximum light output.

C. Power Supply

1. All power supplies shall be regulated, auto-ranging AC to DC power, with protection for the LED pixel, LED display and driver circuitry in the event of power spikes or surges.
2. Each power supply and their connectors shall be fully sealed to protect from corrosive environmental factors meeting IP-67 standards.

D. Internal Wiring

1. Wiring for LED display modules and other internal components shall be installed in the housing in a neat and professional manner.
2. Wiring shall not impede the removal of display modules, power supplies or other display components.
3. Wires shall not make contact with or be bent around sharp metal edges.
4. All wiring shall conform to the National Electric Code.

E. The display shall be protected from electrical spikes and transients.

F. The manufacturer shall provide an earth-ground lug on the display.

2.03 DISPLAY PERFORMANCE

A. Display Capability

1. The display shall contain a full LED matrix measuring a minimum of 32 pixel rows high by 140 pixel columns wide.
2. The LED display shall present messages that are continuous, uniform, and unbroken in appearance.
3. The LED display shall be capable of producing 281 trillion colors for RGB and 4096 shades of color for monochrome red or amber at all dimming levels.
4. Each display pixel shall be composed of one each – red, green, and blue LEDs or one red or one amber
5. The LED display shall be capable of displaying all true type fonts.

6. The display shall be able to display messages composed of any combination of alphanumeric text, punctuation symbols, graphic images, and pre-canned video files.
7. Video and message files shall have up to a 30 frame per second playback capability.

B. Controller

1. The display's controller shall be able to run independently from a controlling computing device allowing the display to operate even when the controlling device is unhooked or turned off.
2. Communication protocol shall support other matrix products from the vendor such as other outdoor or indoor displays of varying sizes and/or colors.
3. Each controller shall be connected to a light sensor allowing each LED display to automatically adjust brightness according to display direction and lighting conditions.
4. The controller shall allow connection to a temperature sensor that provides accurate site temperatures.
5. Active presentations, stored presentations, schedules, display configuration, time and date shall be stored in non-volatile memory. No external power or battery backup will be required to maintain this data.

C. Control and Communications

1. The display controller should be DHCP-enabled and allow for static IP addressing.
2. Each single-face display shall be controlled and monitored by its own LED controller.
3. The LED controller shall be able to receive instructions from and provide information by accessing the Venus Control Suite using the following communication modes:
 - Ethernet Fiber Optic
 - Ethernet Bridge Radio
 - Ethernet Cat5 Wire
 - Ethernet CDMA Modem

2.04 CONTROL SOFTWARE

Displays shall be controlled by the Daktronics Venus Control Suite.

Refer to the Daktronics Digital Displays Solutions catalog for further information.

PART 3: EXECUTION

3.01 EXAMINATION

Mounting structure to be installed by contractor to support desired displays in all locations. Verify that separate conduit is in place for power and data to display, unless fiber is being used. Verify that all control equipment has access to 120 VAC.

3.02 INSTALLATION

1. Support structure design depends on the mounting methods, display size, and weight. The structure design is critical and should be done only by a qualified individual. It is the customer's responsibility to ensure that the structure and mounting hardware are adequate.
2. It is the customer's responsibility to ensure that the installation meet local standards. The mounting hardware shall be capable of supporting all components to be mounted.
3. All mounted displays must be inspected by a qualified structural engineer.
4. Possible power and signal entrances are designated by etched markings. Separate conduit must be used to route the power, signal in wires, and signal out wires.
5. Displays must be grounded according to the provisions outlined in Article 250 of the National Electrical Code. The display must be connected to earth-ground. Proper grounding is necessary for reliable equipment operation and protects the equipment from damaging electrical disturbances and lightning.

END OF SECTION

EXHIBIT A-4

Pictorial Folder



EXHIBIT A - COG ELECTRONIC SIGN SPECIFICATIONS

(Note: Bids shall be same or equal to)

Item No.	Model	Description	Qty
1	AF-3550-32x144-20-RGB-2V	Galaxy® 20mm RGB Outdoor LED Matrix Display 3550 Series; Standard Cabinet Separation Up To 18ft Matrix: 32 lines by 144 columns Line Spacing: 20mm LED Color: RGB- 68 Billion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 2' 9" H X 9' 11" W X 0' 8" D (Approx. Dimensions) Max Power: 790 watts/display Weight: Unpackaged 220 lbs per display; Packaged 360 lbs per display	1
	Galaxy®/GalaxyPro® Outdoor Display Communication Kit	Choose One of the Following Communication Methods Fiber Ethernet, Wire Ethernet, or Wireless Ethernet Bridge Radio. Cable Not Included.	1
	Venus® 1500 v4 Software	Venus® 1500 v4 License Code Compatible with Windows® XP, Vista™, or Windows® 7, Windows® 8	2
	Galaxy®/GalaxyPro® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1
2	AF-3550-32x144-20-RGB-2V	Galaxy® 20mm RGB Outdoor LED Matrix Display 3550 Series; Standard Cabinet Separation Up To 18ft Matrix: 32 lines by 144 columns Line Spacing: 20mm LED Color: RGB- 68 Billion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 2' 9" H X 9' 11" W X 0' 8" D (Approx. Dimensions) Max Power: 790 watts/display Weight: Unpackaged 220 lbs per display; Packaged 360 lbs per display	1
	Galaxy®/GalaxyPro® Outdoor Display Communication Kit	Choose One of the Following Communication Methods Fiber Ethernet, Wire Ethernet, or Wireless Ethernet Bridge Radio. Cable Not Included.	1
	Venus® 1500 v4 Software	Venus® 1500 v4 License Code Compatible with Windows® XP, Vista™, or Windows® 7, Windows® 8	2
	Galaxy®/GalaxyPro® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable	1
3	FREIGHT	Shipping to site	1
Services			
4	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1

Venus® 1500 v4 Software Training - Web Seminar	Interactive web-based Venus® 1500 v4 training in a Daktronics hosted classroom environment (English only. To discuss other arrangements, please contact us at: softwaretraining@daktronics.com)	1
Venus® 1500 v4 Software Training - Web Seminar	Interactive web-based Venus® 1500 v4 training in a Daktronics hosted classroom environment (English only. To discuss other arrangements, please contact us at: softwaretraining@daktronics.com)	1

Please reference listed sales literature: DD1361543 for Venus® 1500 v4 Software, DD1558151 for Venus® 1500 v4 Software Training - Web Seminar, DD1569120 for On-site Labor, DD1628383 for G5C5-W, DD2334392 for AF-3550-32x144-20-RGB-2V, DD2334392 for AF-3550-64x144-20-RGB-2V, DD2334392 for AF-3550-80x144-20-RGB-2V

Please reference listed shop drawings: DWG-00608500 for AF-3550-32x144-20-RGB-2V, DWG-00609141 for AF-3550-64x144-20-RGB-2V, DWG-01002793 for AF-3550-80x144-20-RGB-2V

Options

Please contact your sales representative for additional information

Service Options

On-site Labor	One Year Extended Service for on-site labor coverage	1
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EXHIBIT A



EXISTING DOUBLE FACE STATIC LUMINANT SIGN

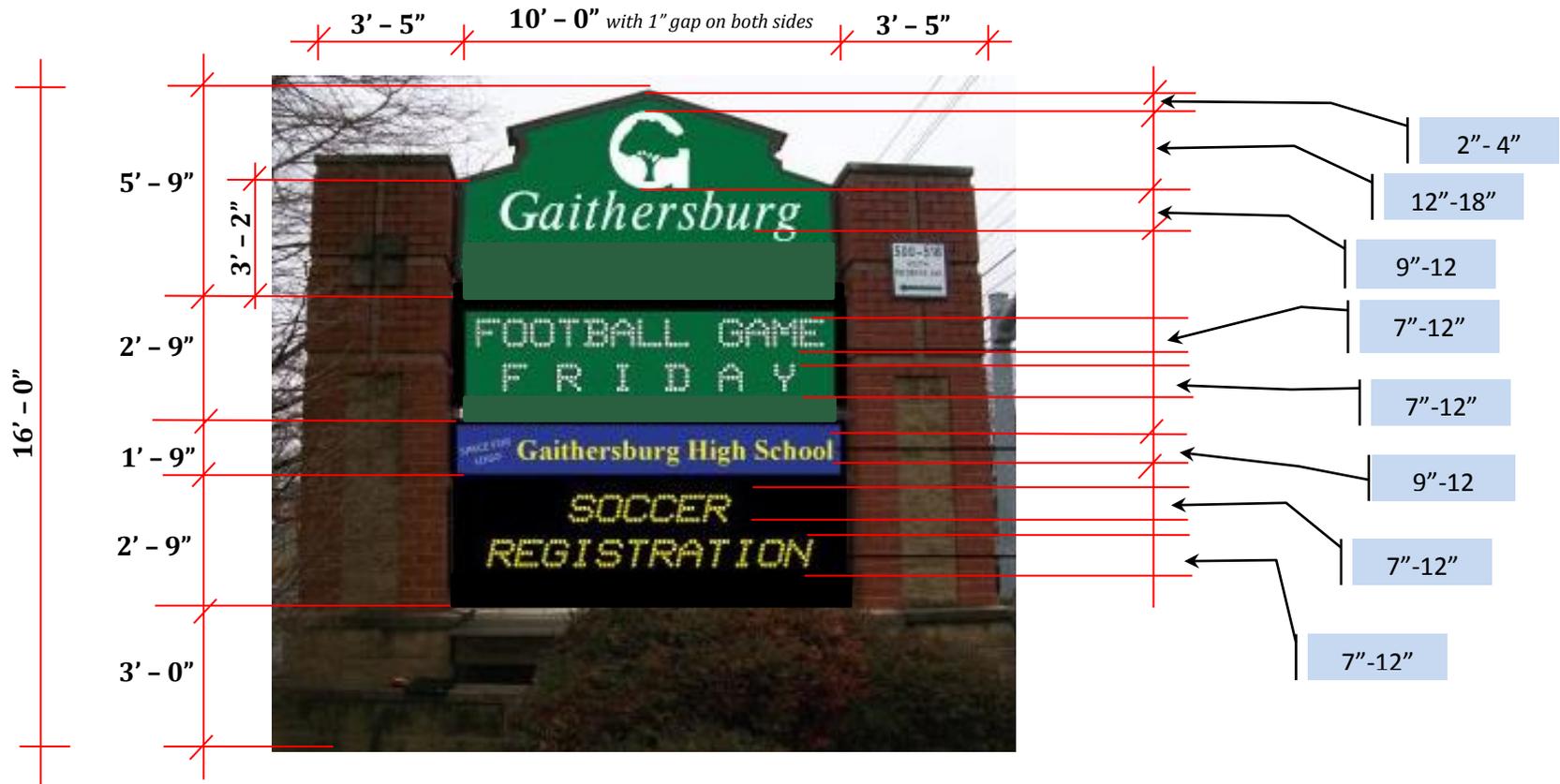


NOTE:

1. First and third panels shall be double sided illuminated signs with the following requirements:
 - Aluminum frames, acrylic panels with green opaque background and white illuminated letters and logos
 - City of Gaithersburg's logo height shall be between 12" - 18"
 - Lettering height for the word "Gaithersburg" and Gaithersburg High School" shall be between 9" - 12"
 - All other lettering shall be between 7" - 10"
2. Second and fourth panels shall be replaced with two double sided electronic sign signs with the following requirements:
 - Sign panel frame and lettering color shall be black and non-amber color spectrum respectively.
 - All lettering on the electronic sign shall be between 6" - 12"
3. For mounting purposes, gaps between each sign panel and the brick wall shall not exceed 1-1/2".
4. For maintenance purposes, the gap at the bottom of the last sign panel shall not exceed 6".
5. There shall be no gaps between the panels when installed

DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.

 CITY OF GAITHERSBURG	Owner: CITY of GAITHERSBURG	Drawing #: 01 Scale: None	Date: 12/29/15	Drawn By: Jacob M. Fayad
	Location: Educational Blvd., Gaithersburg MD Zone: R-A	Review #:	Approved By: Date Approved:	



DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. DUE TO CONSTRUCTION CONSTRAINTS, SIZES AND OR LAYOUTS MAY CHANGE SLIGHTLY.



CITY OF GAITHERSBURG

Owner: CITY of GAITHERSBURG

Drawing #: 02
Scale: None

Date: 12/29/15

Drawn By: Jacob M. Fayad

Location: Educational Blvd., Gaithersburg MD
Zone: R-A

Review #:

Approved By:
Date Approved:

EXHIBIT A - 5: Typical Signs Permitted in all Zones

Subject to the other conditions of article IX and as noted in this section, the following signs shall be permitted in any zone:

(g) *Permanent identification signs:*

(1)

On-site signs of a permanent nature, setting forth the name of a church, community, development, center or other like projects, shall be permitted. Such signs shall be deemed to include community bulletin boards.

(2)

Such signs may be freestanding or may be attached to a building wall or a decorative wall; provided, however, where such sign is a part of a decorative wall, only the message area shall be calculated toward the total signage permitted.

(3)

Any such sign shall not impair site distance to safe egress from the property and shall not exceed twenty-four (24) square feet in area; provided, however, that the planning commission may approve such an identification sign in excess of twenty-four (24) square feet in area upon a finding that the proposed sign, by nature of its purpose and location, and the nature of the project it identifies justifies such larger area, and that such larger sign will not affect the health, safety and welfare of the general public, nor be a hazard to traffic, vehicular or pedestrian.

(4)

All permanent identification signs shall be compatible in appearance and design with the surrounding landscape or buildings to which they may be affixed. Residential community signs shall only be lighted from an exterior light source. Channel letters and internally lit box signs are permitted for places of assembly, worship and schools as follows: the background is opaque where only the letters or logos are illuminated. Illuminated white backgrounds are prohibited. The color white may be used for the letters and logos.

(5)

Places of worship, schools, public parks and public buildings with approval of the planning commission shall be permitted to have electronic message boards, subject to the following regulations:

a.

An electronic message display board must not have any distracting appearance of motion, flashing, blinking, or shimmering, and must not constitute a safety hazard by distraction of drivers. The display shall remain static for a minimum of six (6) seconds with instantaneous change of the display; i.e., no "fading" in/out of the message.

b.

No more than one sign with one electronic message display board is permitted per lot of record.

c.

An electronic message display board may not be located so that its message is visible from any controlled-access highway or ramp.

d.

Individual letter height shall not be less than five (5) inches.

e.

The brightness of the sign shall be limited to a maximum luminance of five thousand (5,000) nits (candelas per square meter) during daylight and five hundred (500) nits (candelas per square meter) between dusk and dawn.

f.

All electronic message signs shall have automatic brightness control keyed to ambient light levels so that at no time shall a sign exceed a brightness level of three-tenths (0.3) foot candles above ambient light, as measure using a foot candle (Lux) meter. Where this section and subsection e. conflict, the more restrictive of the two (2) regulations shall be enforced.

g.

Sign displays shall go dark if there is a malfunction.

h.

When located within one hundred (100) feet of any single-family attached or detached use on a lot in a residential zone, the electronic message board should be oriented so that no portion of the message board face is visible from an existing or permitted residential structure on that lot. Landscape screening or fencing may be used to block the view of the sign from the residential structure;

EXHIBIT A

