



**Gaithersburg**  
*A CHARACTER COUNTS! CITY*

# City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

## REQUEST FOR PROPOSALS

**No. 2019-013**

### Signs and Banners for Special Events

**Solicitation Issued:** February 08, 2019

**Proposals Due:** March 07, 2019 **Time:** 5:00pm

**Proposals Submitted To:** Breanna Oland, Program Coordinator  
City of Gaithersburg  
Activity Center at Bohrer Park  
506 South Frederick Avenue  
Gaithersburg, Maryland 20877

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**CITY MANAGER**  
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**TABLE OF CONTENTS**

**SECTION 1: Definitions ..... 1**

**SECTION 2: Introduction and Notices to Offerors ..... 2**

    2.1. Introduction ..... 2

    2.2. City Profile ..... 2

    2.3. Disclaimer ..... 2

    2.4. Authority to Distribute Solicitation Documents..... 2

    2.5. Acceptance ..... 3

    2.6. Restricted Discussions ..... 3

    2.7. State of Maryland Bid and Contract Requirements ..... 3

    2.8. ADA Requirements ..... 3

**SECTION 3: Solicitation Schedule and Information ..... 4**

    3.1. Solicitation Schedule..... 4

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

    3.3. City’s Answers to Offeror Questions ..... 4

**SECTION 4: Proposal Preparation and Submission Instructions ..... 5**

    4.1. Proposal Preparation ..... 5

    4.2. Proposal Submission ..... 6

**SECTION 5: Evaluation Criteria and Selection Process ..... 8**

    5.1. Award..... 8

    5.2. Selection Committee ..... 8

    5.3. Evaluation Criteria..... 8

    5.4. Selection Process..... 8

**SECTION 6: Solicitation and Contract Terms and Conditions ..... 10**

    6.1. Headings .....10

    6.2. Acceptance and Rejection of Proposals .....10

    6.3. Accurate Information .....10

    6.4. Addenda and Amendments.....10

    6.5. Alternate Proposals.....10

    6.6. Binding Proposal .....10

    6.7. Confidentiality .....11

    6.8. Contract Award .....11

    6.9. Errors in Proposals.....11

    6.10. Interest in More than One Proposal and Collusion .....11

    6.11. Late Proposals .....11

    6.12. Modifications to Proposals.....12

    6.13. Return of Bid Bonds .....12

    6.14. Optional Goods and/or Services .....12

    6.15. Solicitation Documents .....12

    6.16. Solicitation Protest .....12

    6.17. Use of Broker .....13

    6.18. Assignment of the Contract.....13

    6.19. Changes in Goods and/or Services .....13

6.20. Contract Disputes.....	13
6.21. Dissemination of Data .....	14
6.22. Employment as Independent Contractor.....	14
6.23. Ethics Laws and Requirements .....	14
6.24. Force Majeure.....	14
6.25. Governing Law .....	14
6.26. Immigration Reform and Control Act.....	15
6.27. Inconsistent Provisions .....	15
6.28. Indemnification.....	15
6.29. Laws and Regulations .....	15
6.30. No Liens .....	15
6.31. No Waiver.....	16
6.32. Non-Discrimination Requirements .....	16
6.33. Nonexclusive.....	16
6.34. Ownership of Materials .....	17
6.35. Patents .....	17
6.36. Invoices, Payment Terms and Taxes .....	17
6.37. Records.....	17
6.38. Subcontractors .....	18
6.39. Survival.....	18
6.40. Termination.....	18
<b>SECTION 7: Special Terms and Conditions .....</b>	<b>20</b>
7.1. Offeror Qualifications .....	20
7.2. Contract Duration .....	20
7.3. Insurance .....	20
7.4. Payments and Pricing.....	21
7.5. Price Adjustments.....	21
<b>SECTION 8: Project Information and Scope of Work.....</b>	<b>22</b>
8.1. Background Information.....	22
8.2. Scope of Work.....	22
<b>SECTION 9: Attachments and Exhibits .....</b>	<b>24</b>

## SECTION 1: Definitions

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**Proposal:** “Proposal” means the offer submitted to the City by an Offeror in response to this Solicitation.

**Offeror:** “Offeror” means any Person submitting a 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 Offeror awarded the Contract.

**Mayor and Council:** “Mayor and Council” means the Mayor and City Council of the City.

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

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

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

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

**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 Proposals.

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

~ END OF SECTION 1 ~

## **SECTION 2: Introduction and Notices to Offerors**

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### **2.1. INTRODUCTION**

- A. The City is seeking sealed Proposals for the provision of custom signs and banners for its special events, and for other various activities throughout the year as needed. Qualified Offerors will be located within a ten (10) mile radius of 506 South Frederick Avenue, Gaithersburg, Maryland, 20877 as described in Section 7.1 of this solicitation. Additional information regarding the City's special events can be found on the City's website at <https://www.gaithersburgmd.gov/recreation/special-events>.
- B. The City wishes to award a single contract to one (1) successful Offeror for an initial contract term of (1) year followed by up to four (4) automatic renewals of one (1) year each.

### **2.2. CITY PROFILE**

- A. Gaithersburg is among the largest cities in the State of Maryland, with a population in excess of 69,000, 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, storm water management, housing and community development, and snow removal.
- B. The City operates under the council-manager form of municipal government, with the City Manager being appointed by the City Council. The Mayor and City Council are elected to staggered four-year terms; the Mayor serves as Council President. Gaithersburg became a CHARACTER COUNTS! City in 1996. This national ethics education program is based on six pillars of character that people of all cultures, races and religious affiliations can embrace. The pillars include respect, responsibility, fairness, caring, trustworthiness and citizenship.

### **2.3. DISCLAIMER**

This is a Solicitation only; it is not a contract. The City shall assume no obligation to pay or reimburse any Person for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All Proposals submitted to and accepted by the City shall become the exclusive property of the City and shall not be returned. The City reserves the right to reject any or all 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 Offeror until a contract is executed for the Services described herein.

### **2.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents 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 Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

**2.6. RESTRICTED DISCUSSIONS**

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

**2.7. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS**

- A. Offerors must be qualified to bid in the State of Maryland in accordance with §16-202 and §16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- B. To enter into any contract with the City, Offerors must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

**2.8. ADA REQUIREMENTS**

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact the City's Procurement Division by phone at 301-258-6320 or by email to [procurement@gaitthersburgmd.gov](mailto:procurement@gaitthersburgmd.gov).

**~ END OF SECTION 2 ~**

## **SECTION 3: Solicitation Schedule and Information**

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### **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 Procurement Webpage. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	<b>02/08/2019</b>	<b>N/A</b>
<b>B. Bidder Questions Due in Writing:</b> See Subsection 3.3 for additional information	<b>02/21/2019</b>	<b>At 5:00pm</b>
<b>C. City's Answers to Questions Issued:</b> See Subsection 3.4 for additional information	<b>02/28/2019</b>	<b>by 5:00pm</b>
<b>D. Submission Deadline:</b> See Subsection 4.2 for additional information	<b>03/07/2019</b>	<b>at 5:00pm</b>

### **3.2. SUBMISSION OF OFFEROR QUESTIONS**

All questions regarding this Solicitation: (i) shall be submitted by email to Breanna Oland, Program Coordinator, at [breanna.oland@gaitthersburgmd.gov](mailto:breanna.oland@gaitthersburgmd.gov); and (ii) shall be received by the date and time specified in the Solicitation Schedule. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

### **3.3. CITY'S ANSWERS TO OFFEROR QUESTIONS**

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

**~ END OF SECTION 3 ~**

## **SECTION 4: Proposal Preparation and Submission Instructions**

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### **4.1. PROPOSAL PREPARATION**

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

#### **A. Cover Letter**

This section of the Proposal shall include a cover letter that is prepared on company stationery and is signed by an individual authorized to bind the company to its Proposal. In addition, the cover letter shall include, at a minimum, (i) the name of the company; (ii) a company overview/profile; (iii) a statement that certifies the company understands the scope of work hereunder and has the capabilities and resources to successfully perform the Contract; and (iv) the name, business title, mailing address, email address and telephone number of an individual authorized to represent the company and to whom the City should direct correspondence.

#### **B. Table of Contents**

The Proposal shall include a table of contents that references each of the sections therein.

#### **C. Understanding the Requirements and Ability to Meet**

This section of the Proposal shall address and confirm the Offeror understands the requirements of this Solicitation and possesses the ability to meet such requirements; and shall clearly outline the proposed scope of work and objectives of the Proposal as they relate to the scope and objectives of the project, product and/or service deliverables.

#### **D. Work Plan**

This section of the Proposal shall include a proposed work plan (“Work Plan”) for the project, which shall, at a minimum:

- Describe the Offeror policies regarding proofs, changes, and modifications to content before production.
- Describe the Offeror’s available design services.
- Describe the lead time required by the Offeror to produce signage for various types of projects.
- Describe the Offeror policies regarding delivery of finished signage if available.

#### **E. Firm Experience and Capabilities**

This section of the Proposal shall include an overview of the Offeror’s business and its commitment to provide the Services requested. The Offeror shall, at a minimum:

- Summarize the organizational structure and size of their business and provide the business’s date of organization and current principal place of business.

- Describe the business's experience with similar projects.
- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.

**F. References**

This section of the Proposal shall include the contact information for a minimum of five (5) customers that the Offeror wishes to provide as a reference. References shall be for projects completed by the Offeror within the last three (3) years that were similar in size and scope to the Services under this Solicitation. For each reference, the Offeror shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided, including scope and size.

**G. Required Forms**

This section of the Proposal shall include the following forms, blank copies of which are included in Attachment A hereto:

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

**H. Proposal Price Sheet**

This section of the Proposal shall include a completed and signed Proposal Price Sheet, which is incorporated herein and attached hereto as Exhibit A.

**I. Samples of Materials**

The Proposal must include physical samples of vinyl and corrugated plastic typically used by the Offeror when producing banners and signage. Samples must be a maximum size of 8 inches by 10 inches and a minimum of 4 inches by 6 inches, and include completed artwork rendered in full color.

**4.2. PROPOSAL SUBMISSION**

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

**A. The Proposal Package shall contain the following:**

- I. One (1) original paper 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 Offeror.
- II. Three (3) identical paper copies of the original Proposal.
- III. One (1) identical digital copy of the original paper Proposal on a compact disc or flash drive. The digital copy shall be a single combined file in portable document format (PDF).
- IV. Physical samples of vinyl and corrugated plastic typically used by the Offeror when producing banners and signage as described in Section 4.1 H herein.

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

- ↳ Solicitation Number
- ↳ Solicitation Title
- ↳ Name of the Offeror submitting the Proposal Package

C. The Proposal Package shall be addressed to the person and submitted to the location shown below; Proposal Packages not received at the same location by the Submission Deadline shall be deemed non-responsive.

Breanna Oland, Program Coordinator  
City of Gaithersburg  
Activity Center at Bohrer Park  
506 South Frederick Avenue  
Gaithersburg, Maryland 20877

D. The City shall assume no responsibility for delays or errors in the delivery of any Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt.

E. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by e-mail. Any and all Proposals submitted as such shall be rejected as non-responsive and be removed from consideration.

**~ END OF SECTION 4 ~**

## **SECTION 5: Evaluation Criteria and Selection Process**

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### **5.1. AWARD**

Award of the Contract, if any, shall be to the Offeror whose Proposal is deemed by the City to provide the best value, price, print and material quality, and Services that meet the requirements of the City.

### **5.2. SELECTION COMMITTEE**

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

### **5.3. EVALUATION CRITERIA**

The Selection Committee will evaluate each Proposal on the following criteria:

- ↳ Understanding the Requirements and Ability to Meet
- ↳ Work Plan
- ↳ Firm Experience and Capabilities
- ↳ Materials and Print Quality
- ↳ References
- ↳ Pricing

### **5.4. SELECTION PROCESS**

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

#### **A. Review for Responsiveness**

The Program Coordinator shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Program Coordinator shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. Proposals determined to be nonresponsive shall not be distributed to the Selection Committee, subject to approval by the Project Manager and Procurement Manager.

#### **B. Evaluation and Scoring**

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

#### **C. Interviews**

Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest ranking Offerors, each of who may be required to make a presentation. Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview and make a recommendation of tentative award to the City Manager or Designee. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

**~ END OF SECTION 5 ~**

## **SECTION 6: Solicitation and Contract Terms and Conditions**

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

**6.1. HEADINGS**

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

**6.2. ACCEPTANCE AND REJECTION OF PROPOSALS**

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

**6.3. ACCURATE INFORMATION**

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

**6.4. ADDENDA AND AMENDMENTS**

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

**6.5. ALTERNATE PROPOSALS**

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

**6.6. BINDING PROPOSAL**

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

**6.7. CONFIDENTIALITY**

- A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Offeror agrees that all knowledge and information it may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the City as being “confidential” or “privileged”.

**6.8. CONTRACT AWARD**

It is the intent of the City to award the Contract to one (1) Offeror. The City reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days following formal award, the City may withdraw the award and award to another Offeror, or solicit new Proposals. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

**6.9. ERRORS IN PROPOSALS**

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

**6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION**

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

**6.11. LATE PROPOSALS**

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

**6.12. MODIFICATIONS TO PROPOSALS**

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

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

**6.13. RETURN OF BID BONDS**

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

**6.14. OPTIONAL GOODS AND/OR SERVICES**

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

**6.15. SOLICITATION DOCUMENTS**

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

**6.16. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed prior to the Submission Deadline. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**6.17. USE OF BROKER**

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

**6.18. ASSIGNMENT OF THE CONTRACT**

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

**6.19. CHANGES IN GOODS AND/OR SERVICES**

The City, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the City from a change in Services shall be determined by mutual written agreement between the City and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Items not specifically named in the Pricing Worksheet will be charged at a comparable discount to the quoted items. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the City unless made in writing and signed by the City and the Contractor.

**6.20. CONTRACT DISPUTES**

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

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.

- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

**6.21. DISSEMINATION OF DATA**

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

**6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

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

**6.23. ETHICS LAWS AND REQUIREMENTS**

The Contractor shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: <http://www.gaithersburgmd.gov/government/city-code>.

**6.24. FORCE MAJEURE**

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

**6.25. GOVERNING LAW**

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

**6.26. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**6.27. INCONSISTENT PROVISIONS**

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. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

**6.28. INDEMNIFICATION**

- A. The Contractor shall agree to indemnify, hold harmless and defend the City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses ("Claim") suffered or incurred by the City or any third party resulting from any negligent acts by or errors or omissions of the Contractor, its employees, agents or subcontractors in connection with the performance of the Contract, except that if the City reasonably determines that any indemnified Claim might adversely affect the City, the City may take control of the defense at the City's expense. The Contractor may not consent to the entry of any judgment or enter into any settlement of any Claim without the City's prior written consent, which may not be unreasonably withheld.
- B. In the event of litigation between the City and the Contractor arising under, related to, or in connection with the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party at the arbitration, trial and/or appellate levels

**6.29. LAWS AND REGULATIONS**

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

**6.30. NO LIENS**

The Contractor shall have no title or interest in any of the goods delivered to the City under the Contract. In no event shall the Contractor encumber any such goods delivered to the City with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor or other supplier.

**6.31. NO WAIVER**

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

**6.32. NON-DISCRIMINATION REQUIREMENTS**

A. The Contractor acknowledges and agrees that during the term of the Contract it shall:

- I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
- II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

**6.33. NONEXCLUSIVE**

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

**6.34. OWNERSHIP OF MATERIALS**

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

**6.35. PATENTS**

- A. Whenever any article, material, appliance, process composition, means or things called for by the specifications (“Materials”) under this Solicitation is covered by Letters of Patent, the Contractor shall secure, prior to using or employing such Materials, the assent in writing of the owner or licensee of such Letters of Patent and file the same with the City.
- B. The Contractor shall defend, at its own expense, and pay the cost and damages awarded in any action brought against the City based on an allegation that the Materials provided by the Contractor infringe on any patent, copyright, license or trade secret. In the event that an injunction shall be obtained against the City’s use of the Materials by reason of infringement of any patent, copyright, license or trade secret, the Contractor shall, at its own expense, procure for the City the right to continue using the Materials or replace or modify the same so that it becomes non-infringing.

**6.36. INVOICES, PAYMENT TERMS AND TAXES**

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

- A. 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. 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. 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.

**6.37. RECORDS**

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

**6.38. SUBCONTRACTORS**

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

**6.39. SURVIVAL**

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

**6.40. TERMINATION**

**A. Termination for Cause**

- I. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- II. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

**B. Termination for Convenience**

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

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

**C. Termination for Non-Appropriation of Funds**

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

~ END OF SECTION 6 ~

## **SECTION 7: Special Terms and Conditions**

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### **7.1. OFFEROR QUALIFICATIONS**

- A. Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible for award of the Contract:
- I. The Offeror shall have a minimum of five (5) consecutive years of experience providing custom signs and banners for events comparable in size, frequency, and complexity to the City's Events; and shall be able to substantiate that it has the experience and capability to successfully perform the Contract.
  - II. In order to provide timely and efficient delivery of products, both from City facilities to the Offeror and from the Offeror to the City if applicable, the business location of the Offeror that will service the City under the contract shall be located within a 10 air-mile radius of the City's Activity Center at Bohrer Park, located at 506 South Frederick Avenue, Gaithersburg, Maryland, 20877.

### **7.2. CONTRACT DURATION**

The Contract shall become effective on July 1, 2019 and continue in force until June 30, 2020 ("Termination Date"). Upon the Termination Date or applicable anniversary thereof, the term of the Contract shall be automatically extended for up to four (4) successive terms of one (1) year each unless either party provides written notice to the other party no less than sixty (60) days prior to the Termination Date of the then existing term that it does not wish to extend the term of the Contract. The total duration of the Contract, including term extensions, shall not exceed five (5) years.

### **7.3. INSURANCE**

- A. The Contractor shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- I. Comprehensive commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000); and
  - II. Workers' compensation insurance for all non-City employees and workers employed by the Contractor, in an unlimited amount for worker's compensation insurance as required by Maryland law; and for employer's liability insurance, in an amount not less than One Million Dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation of that policy, such that any cancellation 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 of the insurance and that such

cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.

- D. The Contractor shall also immediately notify the City in writing with a copy of any written notice from the Contractor's insurers of any cancellation or adverse material change in that policy. The Contractor acknowledges and agrees that its failure to provide the City with such notice, a certificate of insurance and/or the failure by the City to demand the delivery of said notice or insurance certificate shall not operate or be deemed to operate as a waiver of the notice, insurance and associated endorsements required under this provision, and the Contractor shall indemnify, defend and hold the City harmless from any liability arising as a result of any such failure(s).

**7.4. PAYMENTS AND PRICING**

- A. Compensation for orders shall be paid following the completion and delivery of orders by the Contractor, and the acceptance and receipt of undisputed proper invoices for the same by the City. The City shall only pay invoices that are issued in accordance with Section 6.36 (Payment Terms, Taxes and Invoices) herein.

**7.5. PRICE ADJUSTMENTS**

Pricing will be fixed, with no adjustments allowed, for the first (3) three years of the contract. The contractor may request an increase based the Consumer Price Index (CPI) or 3% - whichever is lower for the 3<sup>rd</sup> and 4<sup>th</sup> renewal periods.

**~ END OF SECTION 7 ~**

## **SECTION 8: Project Information and Scope of Work**

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### **8.1. BACKGROUND INFORMATION**

The Scope of Services and the Specifications herein are based on the orders placed for special events and other programs of previous years, and are intended to provide an overview and a good faith estimate of the requirements under the Contract. The major special events which require signs and banners are described below. The month leading up to an event is busiest for sign and banner orders. Signs and banners frequently display full color logos; some signage will be particularly text heavy. Accuracy and completeness of information is critically important for these events.

#### A. City of Gaithersburg Major Event Schedule:

- ↳ St Patrick's Day Parade - Mid-March
- ↳ Gaithersburg Book Festival - Mid-May
- ↳ SummerFest - Late June/Early July
- ↳ Labor Day Parade - First Monday of September
- ↳ Oktoberfest - Mid-October
- ↳ Winter Lights - Late November through December 31st

#### B. Other events, programs and activities that require custom signs and banners as-needed include, but are not limited to, the following:

- ↳ Farmers Markets
- ↳ Musical Performances
- ↳ Theatrical Performances
- ↳ Community Programs

### **8.2. SCOPE OF WORK**

The Offeror must be able to provide a wide range of signs and banners with custom full-color graphics and logos using state-of-the-art digital printing process to provide photo-realistic images.

The City requires images to be printed single or double-sided on vinyl banners, mesh banners, corrugated plastic signs, polystyrene, foam-board and Sintra panels of various dimensions and thicknesses as appropriate for application. These materials must be provided by the Offeror for each project.

Other products occasionally required from the Offeror are A-frame signs, magnetic vehicle signs, metal signs, 8' x 8' banner frames, and 24" banner pole kits.

The Offeror must be able to install rust-proof grommets, hemming, webbing, wind slits, nylon straps and pole sleeves to banners as requested.

The Offeror must provide printed adhesive-backed vinyl block-out patches to allow for reuse of banners. Every reasonable effort must be made to match existing colors, fonts and appearances to that of the banner to which it is applied.

The Offeror must provide full-color proofs for preview/approval of colors, graphics, text, dimensions and all other aspects of the order prior to start of printing process.

The Offeror must provide multiple proofs of complex or text-heavy signage as necessary.

The City will frequently expect Offeror to meet reasonable short-term deadlines.

The Offeror will be required to fabricate and provide the custom signs and banners as described in the Bid Proposal Price Sheet in accordance with the specifications and estimated quantities described therein.

**~ END OF SECTION 8 ~**

## **SECTION 9: Attachments and Exhibits**

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# **ATTACHMENT A**





# City of Gaithersburg

## Affidavit of Qualification to Propose

Solicitation No. \_\_\_\_\_

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

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

I HEREBY AFFIRM THAT:

1. I am the \_\_\_\_\_ and the duly authorized  
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 Offeror, or any other person substantially involved in the Offeror's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

**Affidavit of Qualification to Propose**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Conflict of Interest Certification

Solicitation No. \_\_\_\_\_

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

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

Name of Entity: \_\_\_\_\_

\* Federal ID No: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

(P) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **CONFLICT OF INTEREST CERTIFICATION**

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

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

\_\_\_\_\_

**Conflict of Interest Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Litigation and Lien Information

Solicitation No. \_\_\_\_\_

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

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **LITIGATION INFORMATION**

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

Yes /  No

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

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

### **LIENS**

Does your entity have any outstanding mechanics liens?

Yes /  No

If yes, please explain: \_\_\_\_\_

Does your entity have any outstanding tax liens?

Yes /  No:

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name



# City of Gaithersburg

## Proposal Submission Certification

Solicitation No. \_\_\_\_\_

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

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Telephone Numbers: (P) \_\_\_\_\_ (F) \_\_\_\_\_

### **PROPOSAL SUBMISSION CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

### **NOTARY ATTESTATION**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

**Witness my hand and Notarial seal:** \_\_\_\_\_

**My Commission expires:** \_\_\_\_\_

**Notary Public:** \_\_\_\_\_

Printed Name

# **EXHIBIT A**



Solicitation No. 2019-013

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

Name of Entity: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

**The quantities herein are based on the special events and other various activities of previous years and are intended to provide an overview and a good faith estimate of the types of signs and banners and quantities thereof that will be required under the contract.**

Line	Description	Estimated Quantities	Unit Price	Extended Price
	SVP13 (Scrim, Vinyl, Print, 13oz)			
1.	Banner, SVP13, 48" x 96", full color, single sided, hemmed edges with webbing, 10' nylon straps, 6 grommets, wind slits	8	\$	\$
2.	Banner, SVP13, 48" x 96", full color, double sided, hemmed edges with webbing, 10' nylon straps, 6 grommets, wind slits	6	\$	\$
3.	Banner, SVP13, 48" x 72", full color, single sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	1	\$	\$
4.	Banner, SVP13, 48" x 72", full color, double sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	1	\$	\$
5.	Banner, SVP13, 36" x 60", full color, single sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	1	\$	\$
6.	Banner, SVP13, 36" x 60", full color, double sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	1	\$	\$
7.	Banner, SVP13, 30" x 120", full color, single sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	2	\$	\$
8.	Banner, SVP13, 30" x 120", full color, double sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	2	\$	\$
9.	Banner, SVP13, 48" x 72", full color, single sided, hemmed edges with webbing, 5' nylon straps, 6 grommets, wind slits	1	\$	\$

10.	Banner, SVP13, pole-pocket, 22" x 70", full color, single sided, hemmed, pole sleeve on top only	3	\$	\$
11.	Banner, SVP13, pole-pocket, 22" x 70", full color, double sided, hemmed, pole sleeve on top only	1	\$	\$
12.	Banner, SVP13, pole-pocket, 22" x 28", full color, single sided, pole sleeves at top and bottom	14	\$	\$
13.	Banner, SVP13, pole-pocket, 22" x 28", full color, double sided, pole sleeves at top and bottom	4	\$	\$
14.	Banner, SVP13, pole-pocket, 8'x 6', full color, single sided, pole pocket at top only, 5 grommets along bottom	1	\$	\$
15.	Banner, SVP13, pole-pocket, 97"x94", full color, single sided, top and bottom pole sleeves	1	\$	\$
16.	Banner, SVP13, pole-pocket, 97"x94", full color, double sided, top and bottom pole sleeves	1	\$	\$
17.	Banner, SVP13, pole-pocket, 30"x 96", full color, double sided, top and bottom pole sleeves	10	\$	\$
18.	Banner, SVP13, pole-pocket, 30"x 72", full color, double sided, top and bottom pole sleeves	10	\$	\$
19.	Banner, Mesh, pole-pocket, 3' x 5', full color, double sided, top and bottom pole pockets, webbing down left and right sides	5	\$	\$
20.	Banner, Mesh, 3' x 10', Full Color, Double Sided, top and bottom pole pockets, webbing down left and right sides	1	\$	\$
21.	Coroplast sign, 18" x 24", full color, double sided, wire stake	10	\$	\$
22.	Coroplast sign, 18" x 24", full color, single sided, wire stake	11	\$	\$
23.	Coroplast sign, 18" x 24", full color, single sided, grommets at top corners	16	\$	\$
24.	Coroplast sign, 18" x 30", full color, single sided, grommets at top corners	1	\$	\$
25.	Coroplast sign, 10" x 6", full color, single sided, velcro	122	\$	\$
26.	Coroplast sign, 20" x 30", single color, single sided, velcro	5	\$	\$
27.	Coroplast sign, 22" x 28", full color, single sided	17	\$	\$
28.	Coroplast sign, 14" x 36", full color, single sided, 2 holes for stakes	2	\$	\$
29.	Coroplast sign, 22" x 28", full color, single sided, 2 holes for stakes, velcro strips	10	\$	\$
30.	Coroplast sign, 24" x 36", full color, single sided	6	\$	\$
31.	Coroplast sign, 24" x 36", full color, single sided, grommets at top corners	16	\$	\$

32.	Coroplast sign, 24" x 60", full color, single sided, grommets at top corners, velcro strips	2	\$	\$
33.	Coroplast sign, 24" x 96", full color, single sided, 3 top grommets	1	\$	\$
34.	Coroplast sign, 24" x 60", full color, single sided, 3 top grommets	5	\$	\$
35.	Coroplast sign, 24" x 72", full color, single sided, 3 top grommets	1	\$	\$
36.	Coroplast sign, 30" x 36", full color, single sided	1	\$	\$
37.	Coroplast sign, 36" x 60", full color, single sided, 3 top grommets	1	\$	\$
38.	3-dimensional 12.25" x 18" pvc with 9" x 11" non-glare acrylic, full color	2	\$	\$
39.	Sintra 15" x 20" 1/8" pvc, full color	1	\$	\$
40.	Dibond, 8" x 11", ACM, full color	1	\$	\$
41.	Dibond, 9" x 11", ACM, full color	1	\$	\$
42.	Dibond, 5" x 7", ACM, full color	2	\$	\$
43.	Dibond, 3' x 3', ACM with reflective vinyl print, single sided, round corners	5	\$	\$
44.	Metal, 30"x18", single color, single sided, pole-mount holes top center and bottom center	2	\$	\$
45.	Banner vinyl patch, .66" x 7.66", single color	14	\$	\$
46.	Banner vinyl patch, 12" x 41", single color	1	\$	\$
47.	Banner vinyl patch, 2" x 5", single color	4	\$	\$
48.	Banner vinyl patch, 5" x 10", full color	1	\$	\$
49.	Blackout vinyl patch, 9" x 10", full color	2	\$	\$
50.	Banner vinyl patch, 15" x 90", full color	1	\$	\$
51.	Banner vinyl patch, 15" x 90", full color	4	\$	\$
52.	Banner vinyl patch, 16" x 4", full color	2	\$	\$
53.	Banner vinyl patch, 18" x 24", full color	9	\$	\$
54.	Banner vinyl patch, 2" x 8", full color	2	\$	\$

55.	Banner vinyl patch, 5" x 5", full color	5	\$	\$
56.	Banner vinyl patch, 7.5" x 22", full color	6	\$	\$
57.	Banner vinyl patch, 11" x 30", full color	2	\$	\$
58.	Banner vinyl patch, 10" x 20", full color	1	\$	\$
59.	Banner vinyl patch, 5" x 13", single	1	\$	\$
60.	Banner vinyl patch, 6" x 54", single color	1	\$	\$
61.	Banner vinyl patch, 7.5" x 12", full color	1	\$	\$
62.	Banner blackout patch, 13" x 24", 2 colors on white	3	\$	\$
63.	Banner vinyl patch, 6" x 24", single color on white	1	\$	\$
64.	Banner vinyl patch, 16" x 90", single color on white	18	\$	\$
65.	Banner vinyl patch, 9" x 22", full color	2	\$	\$
66.	Banner vinyl patch, 16" x 90", full color	6	\$	\$
67.	Banner vinyl patch, 6.5" x 15", 2 colors	1	\$	\$
68.	Banner vinyl patch, 7" x 28", full color	2	\$	\$
69.	Polystyrene sign, .60 poly plastic, 34" x 36", full color, single sided	1	\$	\$
70.	Polystyrene sign, .60 poly plastic, 30" x 50", full color, single sided	1	\$	\$
71.	Polystyrene sign, .60 poly plastic, 22" x 47", full color, single sided	1	\$	\$
72.	Polystyrene sign, .60 poly plastic, 15" x 40", full color, single sided	1	\$	\$
73.	Polystyrene sign, .60 poly plastic, 27" x 35", full color, single sided	1	\$	\$
74.	Polystyrene sign, .60 poly plastic, 28" x 49", full color, single sided	1	\$	\$
75.	Polystyrene sign, 40" x 108", full color, single sided	1	\$	\$
76.	Pre-spaced lettering, 6" black	10	\$	\$
77.	Sign stake, 5' metal with step-in bar	13	\$	\$

78.	Wire stake, heavy duty	20	\$	\$
79.	PVC Plastic, white, 1/8 inch, no print, cut to size, 8" x 10"	200	\$	\$
80.	Outdoor A-Frame sign holder, plastic, 24" x 36", Velcro strips	2	\$	\$
81.	Telescopic portable banner stand, 8'x8', Pegasus	1	\$	\$
82.	24" Pole Banner Kit- Full kit 2x bracket 2x pole and 4x straps	1	\$	\$
83.	38" Wall Mount Banner Brackets, Ball Finial	5	\$	\$
<b>TOTAL MATERIALS PRICE:</b>				<b>\$</b>

**Please list any additional fees associated with the design and production of the materials above.**

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**In addition to the items listed above, the City may request similar goods from Contractor which are related to the scope of this solicitation. The pricing schedule for any similar goods shall be similar to the items listed above, subject to City approval prior to purchase.**

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Printed Name