



Gaithersburg
A CHARACTER COUNTS! CITY

City of Gaithersburg

31 South Summit Avenue, Gaithersburg, Maryland 20877

REQUEST FOR PROPOSALS

No. 2019-020

Vehicle Wash System Design and Build

Solicitation Issued: May 31, 2019

Proposals Due: 07/08/2019

Time: 2:00Pm

Proposals Submitted To: Kevin Etters, Project Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

MAYOR
Jud Ashman

COUNCIL MEMBERS
Neil Harris
Laurie-Anne Sayles
Michael A. Sesma
Ryan Spiegel
Robert T. Wu

CITY MANAGER
Tony Tomasello

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SECTION 1: Definitions

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

2.1. INTRODUCTION

The City is seeking sealed Proposals to secure the design and build services of a qualified and experienced firm for the design, construction, and installation of a brand new wash system into an existing bay structure. The wash system shall be designed specifically for the dimensions of the structure at the Department of Public Works facility, located at 800 Rabbitt Road, Gaithersburg, Maryland 20878 "Facility".

All work under the Contract shall be performed in accordance with the Scope of Work, the OnSite Water & Sewer Plan which is incorporated herein as Exhibit A, DPW Oil Grit Separator which is incorporated herein as Exhibit B, First Floor Plans which are incorporated herein as Exhibit C, and DPW Facility Site Plan which is incorporated herein as Exhibit D.

CITY PROFILE

- A. 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.
- 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.

2.2. 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.

2.3. ACCEPTANCE

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

2.4. 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. 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.

2.6. 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.

2.7. 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.

~ 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 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:	05/31/2019	N/A
B. Pre-Submission Meeting: See Subsection 3.2 for additional information	06/07/2019	at 1:30pm
C. Bidder Questions Due in Writing: See Subsection 3.3 for additional information	06/17/2019	by 3:00pm
D. City's Answers to Questions Issued: See Subsection 3.4 for additional information	06/24/2019	by 5:00pm
E. Submission Deadline: See Subsection 4.2 for additional information	07/08/2019	At 2:00pm

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. Offerors 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
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20878

3.3. SUBMISSION OF OFFEROR QUESTIONS

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

3.4. CITY'S ANSWERS TO 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

4.1. PROPOSAL PREPARATION

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized bid proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. Proposals shall contain information that is organized into separate sections as specified below.

A. Part A: Technical Proposal

The Technical Proposal shall be submitted separate from the Price Proposal and include material organized into sections as follows:

I. Executive Summary

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

- Lead company name and the location of the nearest local office and the main office.
- The name, business title, address, email address, and telephone number of the lead companies point of contact to whom the City should direct correspondence.
- Company names of each partnering organization and the location of the nearest local office and the main office.
- Management structure of the lead company. Explain decision tree making responsibilities.

II. Table of Contents

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

III. Section 1: Understanding the Requirements and Ability to Meet

- (1) This section of the Technical Proposal shall address and confirm the Offeror understands the requirements of this Solicitation and possess the ability to meet such requirements; and shall clearly outline the proposed scope of work and objectives of the Proposal as they relates to the scope and objectives of the project, product and/or service deliverables.
- (2) This section should also describe your firm's understanding of the City's needs, as well as comprehensive narrative of the specific objective stated in the scope of work. This should also demonstrate your firm's knowledge and understanding of all applicable local, state, and federal regulations.

IV. Section 2: Work Plan

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

- Identify all of the tasks required to complete the project.
- Describe the purpose of each task and the requirements and responsibilities thereunder.
- Differentiate between the responsibilities of the Contractor and the responsibilities of the City. The failure by the Offeror to make any such distinction shall signify the Offeror assumes full responsibility for the respective task.
- Identify any anticipated obstacles and propose solutions to such obstacles.
- Identify any meetings that will be required.
- Identify any approvals that will be required from the City, if any.

V. Section 3: Management Plan and Timeline

This section of the Technical Proposal shall include a timeline (“Timeline”) and management plan (“Management Plan”) for the project as follows:

- The Timeline, which should coincide with the Work Plan, shall, at a minimum: set forth a realistic plan for the timing of each task in the Work Plan; establish beginning and completion dates for the project; and set forth any and all milestones.
- The Management Plan shall: clearly describe how the Offeror will manage and control all proposed tasks under the Work Plan and Timeline; and explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is performed properly and in accordance with the Work Plan and Timeline.

VI. Section 4: Firm Experience and Capabilities

This section of the Technical 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.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- Describe the business’s experience with similar projects.

- Indicate whether or not the company has an organized practice addressing the requested scope of services, who formally heads such practice and where the person is located.
- Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person.

VII. Section 5: Staff Qualifications, Experience and Capabilities

- (1) This section of the Technical Proposal shall address the qualifications of staff assigned by the Offeror to the proposed project. The Offeror shall: (i) include the names of the primary project manager, alternate project manager, and each project team member; (ii) describe the functional discipline and responsibilities for all such persons; and (iii) provide a complete resume or a detailed description of each person's education, professional experience, and length of time employed by the Offeror.
- (2) In addition, the Offeror shall clearly state if it intends to subcontract any of the proposed work and, if so, provide the names of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

VIII. Section 6: Financial Wellness

This section of the Technical Proposal shall include a letter of recommendation from a financial institution that attests whether the Offeror is financially responsible to provide the Services.

IX. Section 7: References

This section of the Technical Proposal shall include the contact information for a minimum of [three (3)] customers that the Offeror wishes to provide as a reference. References shall be for projects completed by the Offeror within the last [five (5)] 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.

X. Section 8: Required Forms

This section of the Technical 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
- Bid Bond

B. Part B: Price Proposal

The Price Proposal shall be a Guaranteed Maximum Price (GMP), and shall include all costs necessary to complete scope of services. The Proposal shall include a signed Proposal Price Sheet, which is included in Attachment A hereto and incorporated herein. In addition, the Offeror shall submit a detailed cost breakdown sheet, in order to justify the Offerors Price Proposal. Cost breakdown shall follow the CSI Divisions and organized according to MasterFormat.

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. (2) 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).
- 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.
- Kevin Eppers, Project Manager
City of Gaithersburg
Department of Public Works
800 Rabbitt Road
Gaithersburg, Maryland 20879
- 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

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 and technical factors considered.

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 Technical Proposal on the following criteria, which shall consist of a total possible 100 points:

- ↳ Understanding the Requirements and Ability to Meet
- ↳ Work Plan
- ↳ Management Plan and Timeline
- ↳ Firm Experience and Capabilities
- ↳ Staff Qualifications, Experience and Capabilities
- ↳ Financial Wellness
- ↳ Inclusion of Wash System Preferences
- ↳ Pricing
- ↳ Add Alternates

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

A designated employee 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 designated employee 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. Formal award

may be contingent on the approval by the City's Mayor and City Council. The City reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

D. Presentations

Any Offeror selected to make a presentation shall be required to show at a minimum:

- I. Samples of all proposed materials.
- II. 3D rendering of proposed vehicle wash system
- III. All construction and installation details (work to existing bay, work to adjacent bay, drainage and oil grit separator work, etc.)
- IV. Vehicle wash system details (operation and maintenance, system preferences included, etc.)

~ END OF SECTION 5 ~

SECTION 6: Solicitation and Contract Terms and Conditions

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

6.1. HEADINGS

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

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

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

6.3. ACCURATE INFORMATION

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

6.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. 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 an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the City at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.7. CONFIDENTIALITY

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

6.8. CONTRACT AWARD

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 an 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. 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. 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.

6.32. 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.

6.33. 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.

6.34. 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

7.1. **BONDS**

- A. The Offeror shall submit with its Proposal an executed bid bond in an amount equal to five (5) percent of the Offeror's total 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; (iii) be executed prior to the effective date of the Contract and not expire prior to the end of the term of the Contract; and (iv) 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 bid bond, payment bond and performance 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.*
 - III. In addition, the bid bond and performance bond shall also include a provision similar to the following:
 - **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.*

7.2. 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. 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).
- III. PROFESSIONAL LIABILITY
- 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).

7.3. PAYMENTS

Payments under the Contract shall be paid following the completion of milestones by the Contractor, to be later established and agreed upon between the City and the Contractor, and following the City's acceptance and receipt of an undisputed proper invoice(s) for the same. The City shall only pay invoices issued in accordance with Section 6.36 of this Solicitation.

7.4. WATER RECLAMATION SYSTEM (ADD ALTERNATE)

Offeror shall submit in their Proposal a water reclamation system capable of reclaiming water from the vehicle wash system, processing and cleaning the water, and recycling the clean water back through the vehicle wash system. The water reclamation system shall operate to the highest industry standards. The City anticipates that at a minimum eighty-five (85) percent of the water will be recycled.

7.5.WASH TRACKING INFORMATION (ADD ALTERNATE)

Offeror shall submit in their Proposal a software based information collection system to track performance of the wash system. The items below specify functions that the City envisions for the information tracking system. Details for the City's IT infrastructure are provided as well. However, each Offeror shall submit the most compatible system to meet the City's needs.

i. Functions Envisioned by the City

The City is interested in a software system to track usage of the wash system. Some of the usage information which the City would be interested might include, but not necessarily be limited to, is:

- a. Number of vehicles over various time periods Track number of vehicles
 - b. Types of vehicles
 - c. Summary of usage per department/division or per individual user
- ### **ii. The Offeror shall submit in their Proposal a description of their proposed system to collect and report usage information. The description should include the following:**
- a. The method by which the wash system will identify the various information types to be collected, such as vehicle identifier, vehicle type, user, department, etc.
 - b. An overview of how the proposed system operates.
 - c. An explanation of how City staff will interface with the system to access the usage information.
 - d. An explanation of all software and/or hardware components which the Offeror will provide.
 - e. An explanation of all software and/or hardware components which the Offeror expects the City to provide.
 - f. Any assumptions the Offeror is making regarding the City's IT infrastructure and its ability to support the wash reporting system.
- ### **iii. The City's Current Technical Infrastructure**
- a. The City has approximately 365 standard desktop computers running 64-bit Windows 10 Enterprise Build 1709 with a minimum of 4 gigabytes of RAM and 1 gigabit LAN connections. Desktops all have 32-bit Microsoft Office Professional Plus 2016 installed. Exchange 2016 and Outlook 2016 are utilized for email and calendars.
 - b. The City has a 100 megabit synchronous connection to the internet. Most remote facilities are connected together by a 1 gigabit or faster fiber-based WAN link.
 - c. VMware vSphere version 6 is utilized for on-site virtualized servers where applicable. Most servers, either physical or virtual, run Windows Server 2012 or 2016.
 - d. SQL Server 2008 R2 or later is the preferred RDBMS where applicable.
 - e. SQL Server Reporting Services is the preferred reporting platform, followed secondarily by Crystal Reports, where applicable.

7.6.MAINTENANCE SERVICE PROGRAM (ADD ALTERNATE)

- A. The Offeror shall submit a monthly maintenance program designed to ensure that the vehicle wash system operates as designed and that preventative maintenance is performed. The Offeror shall submit a complete list of services necessary. The maintenance proposal shall clearly indicate any services City staff is required to perform and how often City staff shall perform those services, any and all reports/details that need recorded, and any and all products/tools that would be necessary for use under the maintenance service program

- B. The maintenance service program shall be proposed at a yearly cost, and shall include all costs necessary to complete the maintenance service program on an annual basis.

7.7.WARRANTY

Warranty work specified herein is for three (3) years from substantial completion against defects in materials and in labor and workmanship.

- a. Operation; Noisy, rough or substandard operation
- b. Parts; Loose, damaged and missing parts
- c. Finish; Abnormal deterioration

7.8.WORK HOURS

The Department of Public Works facility has established work hours of Monday through Friday from 7 AM to 3 PM, excluding all Federal holidays. Any work outside of the aforementioned hours must be approved by the City's Project Manager at least one (1) week in advance.

~ END OF SECTION 7 ~

SECTION 8: Project Information and Scope of Work

8.1. BACKGROUND INFORMATION

This Design/Build Solicitation is for selecting a Design/Build Firm (D/B Firm) for the design, construction, and installation of a new vehicle wash system for an existing bay structure at the Department of Public Works facility (DPW facility). The wash system shall be designed to accommodate multiple sizes of vehicles from police cars to buses, with the emphasis on trucks ranging from ½ ton pick-up trucks to 10 ton dump trucks. The existing bay designated for the wash system is a short and narrow structure. However, the wash system equipment can be installed within the bay directly adjacent to the intended wash bay. An RFI (No. 2019-008) was issued to research feasibility. The RFI produced results that confirm it is feasible to install a wash system within the dimensions of the existing bay at the DPW facility. The existing bay structure is located at the City of Gaithersburg's Department of Public Works facility, 800 Rabbitt Road, Gaithersburg, Maryland 20878.

The D/B Firm shall be responsible for providing all labor, architectural and engineering services, materials, tools, equipment, etc. for the design, construction, and installation of the vehicle wash system into the existing bay structure.

All Architect/Engineer (A-E) Services required in this RFP shall be performed by licensed Architects and Engineers licensed and registered in the State of Maryland. All A/E's shall have at least ten (10) years of experience.

The City's needs shall be integrated throughout the design/build process through a series of design development meetings. The City's representatives shall review all drawings, reports, and analysis to verify that the vehicle wash bay will meet or exceed the intent of the City's expectations for cleaning of the vehicle fleet.

Offerors shall submit with their Proposal a max energy consumption report. This report shall be for verification that the electrical panels at the DPW facility can support the electric load of the intended wash system.

8.2. GENERAL REQUIREMENTS

I. The D/B Firm shall be experienced in the installation of vehicle wash systems and shall be staffed with competent employees and/or Sub-Contractors who are skilled in this specific work.

II. The vehicle wash system shall be manufactured, sold, and warrantied by a sole vendor.

The wash system Manufacturer shall; be an actual manufacturer of vehicle wash systems (not a reseller), own its manufacturing plant in the U.S. and control its own production 100%.

III. The D/B Firm shall adhere to all City codes adopted by the Mayor and City Council, as applicable.

<http://www.gaithersburgmd.gov/government/city-code>

- IV. Perform site reconnaissance to identify and verify existing site features and conditions. Confirm all necessary modifications for the structure holding the vehicle wash system.
- V. Measures shall be taken to protect the existing paved areas during construction. Any damage to the existing paving or any other site feature that is to remain will be repaired or replaced at the expense of the D/B Firm.
- VI. Construction Plan
The D/B Firm shall be responsible for installing a safe and clearly defined/marked construction area for the duration of the project and shall ensure that all pedestrian, road traffic, and DPW shop traffic is considered. A detailed plan shall be submitted to the City's Project Manager for review/approval.
- VII. Traffic Control Plan (as applicable)
The D/B Firm shall be responsible for complying with all local and state laws and regulations regarding the procedures for temporary traffic control. Referencing the *Manual on Uniform Traffic Control Devices for Streets and Highways (§25-104)*. A detailed plan shall be submitted to the City's Project Manager for review/approval.
- VIII. The D/B Firm shall be responsible for any and all Federal, State, and Local codes and regulations/laws regarding land disturbance, sediment control, and stormwater management. The D/B Firm shall adhere to Chapter 8 of the Code of the City of Gaithersburg, as applicable.
- i. On behalf of the City, D/B Firm will prepare any and all necessary permits including the Notice of Intent (NOI) application for signature by the City. After NOI is signed by the City, forward the application to Maryland Department of the Environment for processing. (*Note: the NOI processing time is around 60 days and the City will serve as the applicant*)
 - ii. Preparation of a plan detailing the grading, drainage, and erosion control that will show the proposed underdrain system and their respective outfalls or connections to the existing storm drain system, existing and proposed contours (or spot elevations), existing and proposed site features, and the irrigation system. The plan shall include the required erosion and sediment control measures and devices, limits of disturbance, access routes from Rabbitt Road, and temporary stockpiles (exact locations to be determined). This may include email communication and meetings, including a site visit with Public Works Storm Water Management Staff.
- IX. Permits and Inspections

The D/B Firm shall be responsible for application, payment, and acquiring of all required permits. **The City agrees to wave the fee for any permit both required and issued by the City.**

The D/B Firm shall coordinate any and all inspections and tests as required by Local, State, and Federal codes and regulations. D/B Firm shall be responsible for all associated fees and costs incurred with any and all third party inspections or test that may be necessary. All tests and inspections shall be brought to the attention of the City's Project Manager at least three (3) working days prior to the inspection or test date. Any and all inspection and testing reports shall be submitted to the City's Project Manager at the time results are produced.

X. Utility/Outside Agencies

The D/B Firm shall be responsible for contacting and scheduling any and all work with outside utility agencies. Sufficient time for coordination with outside utility agencies must be allotted for in the project schedule. All work must be scheduled with the City's Project Manager at least two (2) working days in advance.

XI. Delivery, Storage, and Protection

- i. Storage of materials that is necessary at the DPW facility must be approved and scheduled with the City's Project Manager at least two (2) days prior to delivery. **No exceptions shall be made.**
- ii. Products and materials shall be delivered and stored on-site in a wrapped/boxed condition and shall be stored under cover and elevated above grade.
- iii. The D/B Firms equipment shall be stored in a safe manner and locked/secured.

XII. Quality Assurance/Quality Control Procedures

The D/B Firm shall submit a QA/QC program to the City's Project Manager. The QA/QC program shall ensure coordination between all phases of the project. The Quality Plan shall be submitted to the City's Project Manager for review/approval or revision.

XIII. Construction Supervision

The D/B Firm shall have a highly qualified Superintendent on site at all times during any and all activities. The Superintendent shall have a minimum of eight (8) years of experience as a construction Superintendent and be knowledgeable in all aspects of construction and vehicle wash systems.

XIV. Job Site

D/B Firm's use of the job site for work and storage shall be restricted to the areas designated by the City's Project Manager, which must be approved at least two (2)

working days in advance.

Maintain job site cleanliness at all times. Trash and debris shall be picked up daily around the entire job site. All materials and equipment stored on site shall be kept clean and shall not contain any loose trash or debris that can get blown and carried off of the job site. If any trash or debris from the work activities is found outside of the job site area, the D/B Firm shall be responsible for collecting said trash or debris.

Any and all trash created by the D/B Firm, or any Sub-D/B Firms, shall be collected and hauled away by the D/B Firm. Any and all trash or recycling containers shall be purchased, scheduled, and maintained by the D/B Firm. The placement of said trash containers must be approved and scheduled with the City's Project Manager at least two (2) days in advance.

XV. Training

The D/B Firm shall provide one (1) training session for City employees on the operation and maintenance of the vehicle wash system. The City shall designate essential personnel to participate in the training. Video shall be conducted of the operational training session for City employees for future use. The training session shall be scheduled with the City's Project Manager and videotaped by D/B Firm for future use by the City. All operating and maintenance manuals and warranties shall be reviewed with the City during training.

XVI. Address any and all concerns raised by the City.

MEETINGS

The D/B Firm shall have the appropriate personnel attend all meetings. The D/B Firm shall record meeting minutes and update the decision log for all meetings. **All meeting times are estimates.**

- I. Pre-Design Development Meeting (1.5 hrs.)
- II. 50% Design Development Submission and Review Meeting (1 hr.)
 - I. 80% Design Development Submission and Review Meeting (1 hr.)
 - II. 100% Design Development Submission and Review Meeting (1 hr.)
- III. 50% Construction Documents Submission and Review Meeting (1 hr.)
- IV. 100% Construction Document Submission and Review Meeting (1 hr.)
- V. Pre-Construction Meeting (1.5 hrs.)
- VI. Weekly On-Site Progress Meetings, **Date and time set by the City's Project Manager**
- VII. Punch List Meeting (2 hrs.) *D/B Firm submit official punch list for discussion*

VIII. Close-Out Meeting (2 hrs.)

The following shall detail the format for all plans, electronic files, and reports/meeting logs.

I. Plans and Drawings:

- i. The title sheet shall feature a location plan, general notes, benchmark information, and signature blocks.
- ii. The outside dimensions of all drawings shall not be smaller than 12X18 inches and shall not exceed 30X42 inches.
- iii. Drawings shall be clear and legible.
- iv. Documents shall provide all information required by agencies issuing the permits.
- v. Submit samples prior to full submission to ensure compatibility.

II. Electronic Files:

- i. Files shall be submitted on DVD's or flash drives (not on CD-ROM's)
- ii. Text files shall be in a format compatible with the Microsoft Windows operating system.
- iii. The D/B Firm acknowledges that all files may be used by the City for marketing, presentation, project documents, meeting handouts, and any and all other need that the City may have as an Owner. If in the future, there is a need for renovation or repair of a facility, CADD drawings may be used by City employees or consultants for the production of such drawings as background information. The intent is not to design and construct any other facilities by duplicating the design or violating the copyright.
- iv. Files shall be submitted in:
 - a. Native file system
 - b. JPG
 - c. PDF
 - d. All renderings shall be produced in high resolution
- v. Submit samples prior to full submission to ensure compatibility.

III. Report Logs and Meetings:

- i. Decision Log: Must list all decisions made (approved by the City's Project Manager) and be logged sequentially in a table format. Must include title, date of decision made, approving party, and affecting disciplines for coordination.

- ii. Project Schedule: Must be submitted to the City no later than two (2) weeks after the pre-design development meeting. The schedule must be a critical path method and shall include name of project, date of data entry, print date, and project phases, at a minimum.
- iii. Meeting Minutes: Must be submitted to the City no later than two (2) calendar days after each meeting.

8.3. **SCOPE OF WORK**

DESIGN

The D/B Firm shall design a wash system for the dimensions of the existing structure at the DPW facility. Design shall encompass the intent of the City, with regards to system performance and specific vehicle use and washing needs for DPW vehicles. D/B Firm warrants and represents that the vehicle wash system, in its entirety, shall be designed to have at minimum a fifteen (15) year life expectancy with minimal service, repairs and maintenance. During the design phase, the D/B Firm shall:

I. Plans and Specifications –

- i. All specifications shall be in the latest CSI format.

II. Participate in design development meetings

Design development meetings are intended to facilitate communication of the City's needs for the wash system and to ensure that the finished product provides a long term solution for the problems that affect proper maintenance of municipal vehicles.

- a. Pre-design kickoff meeting
- b. 50% design development review meeting
- c. 80% design development review meeting
- d. 100% design development review meeting

III. Design the wash system for the DPW existing bay

- i. Submission of all design and engineering drawings
- ii. Engineering drawings must have the Floor Plan Views and the Isometric Views with bill of materials separately for the following:
 - a. Equipment general layout
 - b. Electrical layout
 - c. Mechanical layout

- d. Any related in-ground electrical or mechanical installation
- e. Provide UL listing card or equivalent document of Nationally Recognized Testing Laboratories
- f. Restrict submitted material to pertinent data. For instance, do not include manufacturer's complete catalog when pertinent information is contained on a single page.

IV. Design of Modifications to Existing Bay

Submit all plans and specifications for any and all work required to modify the existing bay and/or drains and oil grit separators for installation of the new wash system. Modification shall consider, but not be limited to, the following:

- i. Sitework
- ii. Concrete
- iii. Mechanical
- iv. Electrical
- v. Drains/Oil Grit Separator

Reference Exhibit B, DPW Oil Grit Separator, for determining the successful operation of the oil grit separator. Design must show either; that the current oil grit separator will be sufficient for operation of the proposed wash system, or proposal of a modification/upgrade of the oil grit separator, if necessary, to function properly with the proposed wash system.

Design must verify that all drains are sufficient to function properly with the proposed wash system.

- vi. HVAC

V. **Water Reclamation System (Add-Alternate)**

Reference Section 7.4 Special Terms and Conditions

VI. **Wash Tracking Information System (Add-Alternate)**

Reference Section 7.5 Special Terms and Conditions

- VII. Develop specifications for modification of existing bay to meet requirements of the intended wash system
- VIII. Develop specifications (if necessary) for the adjacent bay for equipment storage or pre-wash area.
- IX. Develop comprehensive and detailed operation and maintenance manuals

- X. Training of City employees at project close-out
- XI. Design drawings shall be made available to the City and reviewed in the design development meetings with the City's representatives. Drawings shall be made available no less than three (3) working days prior to any meeting.
- XII. Adhere to all Local, State, and Federal codes and regulations
- XIII. Address all other City concerns

CONSTRUCTION

The D/B Firm shall comply with all local, State, and Federal laws, building codes and regulations for building construction. In the event of conflicting requirements between applicable laws, codes, rules and regulations, the more stringent requirement shall prevail. All permits and inspections shall be acquired and scheduled by the D/B Firm, and shall notify the City's Project Manager of all inspection schedules. The D/B Firm shall provide all necessary construction activities including, but not limited to:

- I. Mobilization
- II. Site Investigations
- III. Concrete/brick work
- IV. Plumbing
- V. Electrical
- VI. Stormwater

CONSTRUCTION DOCUMENTATION

The D/B Firm shall perform all construction activities to the existing bay and/or the adjacent bay as necessary, in order to meet the requirements of the newly designed wash system. Coordination with the design and installation is a high priority. All modifications necessary must be completed and verified that the wash system proposed will work as designed.

The D/B Firm shall prepare, to include, but not limited to the following plans, specifications, and reports. All reports shall be delivered in the format of three (3) hard copies and one (1) electronic file on a CD or flash drive, per each submission.

- I. Quality Assurance
 - i. The system shall be produced by a manufacturer of established reputation with a minimum of five (5) years of experience supplying specified equipment in similar applications.
 - ii. Installation: A qualified manufacturer's representative will supervise work related to equipment installation, check out and start-up, or the D/B Firm may supervise the Manufacturer that will perform the equipment installation. In either scenario, the D/B Firm shall ultimately be responsible for proper

installation and operation.

- iii. Training: Provide technical representative to train Owner's maintenance personnel in operation and maintenance of specified equipment.

II. Submittals

Within ten (10) business days of the issuance of the Notice to Proceed, the D/B Firm shall submit to the City's Project Manager all submittals for review and approval. Any Submittals designated as long lead items shall be reviewed and scheduled with the Project Manager for submission. Submittals shall include, but not be limited to:

- i. Schedule of values
- ii. Project schedule
- iii. Construction plan
- iv. DPW shop traffic disturbance plan
- v. QA/QC plan
- vi. Product data
- vii. Shop drawings
- viii. Templates of all required logs and reports

III. Submittal Procedures

- i. D/B Firm shall coordinate the preparation and processing of submittals with the performance of work items, and shall transmit each submittal sufficiently in advance of performance of related work to avoid delay.
- ii. D/B Firm shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity. The City's Project Manager may withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- iii. D/B Firm shall allow seven (7) working days for processing of each submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals to the City's Project Manager at least seven (7) business days in advance of the work to permit processing. A review of a submittal causing a resubmittal constitutes a new submittal and consequently an additional seven (7) business days for processing shall be accommodated by D/B Firm with no extension of Contract time.
- iv. Submittals are not Contract Documents. Contractor shall review all submittals for compliance with the Contract Documents. The review by the City's Project Manager shall not constitute a change to the Contract

Documents or relieve Contractor from compliance to any part of the Contract Documents.

- v. D/B Firm shall package each submittal appropriately, and use a transmittal form. Submittals received from sources other than D/B Firm will be returned without action. The transmittal shall record relevant information and requests for data, and shall note deviations from Contract Documents, including minor variations and limitations.
- vi. D/B Firm shall review all submittals for compliance with the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the work. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by D/B Firm may be returned without action.
- vii. D/B Firm shall perform no portion of the work for which the Contract Documents require submittals until the respective submittal has been approved by the City's Project Manager.

IV. Shop Drawings

Prior to material purchasing (field layout, field marking plan, roll/seam layout, methods of attachment, etc.)

V. Product Data

D/B Firm shall assemble Product Data into a single submittal for each element of work. Where Product Data must be specially prepared because standard printed data is not suitable for use, D/B Firm shall submit such data as Drawings. Where applicable include maintenance manuals. D/B Firm shall mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, D/B Firm shall mark copies to indicate the applicable information.

Product Data shall, at a minimum, include the following information:

- i. Manufacturer's printed recommendation
- ii. Compliance with recognized trade association standards
- iii. Application of testing agency labels and seals
- iv. Notation of dimensions verified by field measurement
- v. Notation of coordination requirements

D/B Firm shall submit three (3) hard copies of Product Data and one (1) electronic copy.

VI. Apply for all needed permits (including making all needed adjustments on the construction drawings and specifications)

VII. Decision Log

Process for recording all decisions made and approved by the City. The decision log must be updated and submitted at each progress meeting and shall list all decisions sequentially in a table format.

VIII. Submittal Log

Process for tracking and recording all submittals. The submittal log shall be updated for each submittal and shall be provided to the City's Project Manager on a monthly basis and shall list all submittals in a table format. The log shall include information on review/approval or rejection notices from the City.

IX. Meeting Minutes

Meeting minutes shall be recorded and copies of sent to the City's Project Manager within two (2) business days thereafter. Minutes shall be recorded for all meetings and shall include, at a minimum, the following information:

- i. Name and address of project
- ii. Date and time of the meeting and the names of attendees
- iii. Location of the meeting
- iv. Agenda
- v. Every subject or issue must be numbered sequentially
- vi. At the next subsequent meeting if an issue is resolved, it shall be noted or grayed out
- vii. A list of actions required for the following meetings including responsible party and time frame and deadline to perform the task

X. Project Schedule

- i. (CPM) – The project schedule shall be delivered in MS Project format and shall outline the critical path.
- ii. Delays – In the event of any adverse weather conditions, or any other disruption to the critical path, that negatively affect the project schedule, the D/B Firm shall immediately request a modification to the schedule. Only delays to the critical path shall be accepted.
- iii. All requests for extensions to the project schedule shall be recorded and submitted to the City's Project Manager within three (3) business days any disruption. All weather delay requests must show impact to work affecting the critical path and the recorded adverse weather conditions. All other disruptions must show that the D/B Firm, or any of their Sub-Contractors, were not responsible for the delay.

- iv. An updated MS Project schedule shall be submitted for approval for each request for extension.

XI. Schedule Log

Process for documenting all events that change the project schedule. All information regarding the change and City decisions must be recorded. The schedule log is an independent document from the Project Schedule and, if applicable, shall be submitted at each weekly progress meeting.

XII. Daily Work Reports

A daily work report shall be kept for all days of work at the project site. The daily reports shall record, at a minimum, the following information:

- i. Project Name and address
- ii. Date
- iii. Trades on site
- iv. Weather conditions
- v. Hours worked
- vi. Materials delivered/stored/used – *Include quantities*
- vii. Work completed
- viii. Disruptions and delays
- ix. Potential risks and concerns of future delays
- x. Notes and comments
- xi. Accidents/incidents reported **Note – Formal accident/incident report to be filled out separately**

XIII. Accident/Incident Report **Signed by Superintendent**

A comprehensive report of each accident/incident shall provide at a minimum:

- i. Date and time
- ii. Location
- iii. Person(s) involved
- iv. Detailed description of event
- v. Injuries

- vi. Equipment/property damage
- vii. Contributing factors
- viii. Corrective actions

XIV. Schedule of Values

- i. The schedule of values shall coincide with the project schedule for purposes of confirming and verifying payment for completed work.

XV. Photography and Video Documentation

D/B Firm shall be responsible for submitting photography and video documentation, as per the details below.

- i. Photography – D/B Firm shall provide high resolution photo documentation of the project via electronic format (JPEG's and HD Video) on a flash drive/s or compact disc/s, which must be capable of payback and editing. Each photo file is intended to be less than 2 MB, unless a larger file is necessary for optical viewing performance. Photography documentation shall include pre-existing conditions before commencing work, daily progress during all phases of construction and installation, conflicts and issues, and final site and product showing all completed work.

- ii. Video Documentation

Video – D/B Firm shall provide high resolution (1080P/60fps) video documentation of the wash system operation, which must show all aspects of operation and maintenance. Video shall be shot in no less than 1920 X 1080 pixels and 60 frames per second. Video shall be conducted of the operational testing phase and the operational training session for City employees for future use, *as detailed in Section 8.3, General Requirements.*

- iii. This documentation shall be organized on the flash drive/s or compact disc/s with the following folder classifications:

- a. Pre-Existing Site Conditions Phase
- b. Construction Phase
- c. Installation Phase
- d. Operational Test Phase
- e. Operational and Maintenance Training Session

XVI. As-Built Record Drawings

Prepare a set of reproducible record drawings, which show changes in the work made during the construction process, based on neatly and clearly marked-up contract

drawings, prints, and other data. As-Built drawings must include two (2) sets of hard copies and one digital set in CADD format.

XVII. Final Report Booklet

A comprehensive detailed report of the project from start to finish. Must show the timeline of events and highlight all major occurrences and incidents and all changes. The report booklet shall be bound or in a three ring binder. Three (3) hard copies and one (1) digital copy must be submitted.

XVIII. Maintenance Manuals

- i. Include all necessary instructions for the proper care and preventative maintenance of the wash system. All contact information for questions and/or repairs shall be highlighted and easily located. The manuals shall contain a checklist of any and all items/parts that need to be inspected on a regular basis.
- ii. Maintenance manuals shall include three copies of complete parts, operations, and maintenance manuals for the system. Manuals shall include a table of contents and index, a description of the system and components, starting and stopping procedures, special operating instructions, routine maintenance procedures, servicing and lubrication schedules, wiring diagrams, troubleshooting procedures, and a list of original manufacturer's spare parts, price, recommend quantities to keep in stock (if applicable), and a local supply source.

8.4. WASH SYSTEMS PREFERENCE

The City's intent for the wash system is for cleaning the snow and salt from all DPW vehicles, from pickup trucks to dump trucks and buses. The City intends to wash other vehicles such as, cars, vans, and SUV's, however, the main focus and top priority are the aforementioned DPW vehicles. The undercarriage wash is the most important aspect from the DPW perspective. However, the ability to pre-wash heavily snow/salt packed areas of the vehicles is also an important aspect and a very important feature.

- A. Pre-Construction meeting with the City's representatives.
- B. QA/QC measures.
- C. Undercarriage wash (definite requirement)
- D. Wheel spinners
- E. Chemical arches
- F. High pressure arches (number and type of arches specified in Proposal)
- G. Hand pre-wash area (highly desired)

For the specific purpose of loosening and knocking off piles of snow and salt. Also, for hand washing the snow plow attachments prior to entering the wash bay (if snow plow attachments will not fit through the wash system).

H. Water Reclamation system (see section 7 Special Terms and Conditions) (Add Alternate)

- I. Computerized Monitoring and Tracking System
- J. Keypad/Code Entry System
- K. Commissioning plan submittal.
- L. System demonstration and training.
- M. Commissioning execution.

8.5. MAINTENANCE SERVICE PROGRAM (ADD ALTERNATE)

Reference Section 7.6 Special Terms and Conditions

8.6. WARRANTY

Reference Section 7.7 Special Terms and Conditions

8.7. PROJECT CLOSE OUT

The D/B Firm shall provide the following information prior to Final Acceptance and Notice of Project Completion:

- I. Submit a fully executed and signed Manufacture warranty
- II. As-built record drawings
- III. Final report booklet
- IV. Three (3) copies of operation and maintenance manuals
- V. Photo and video documentation as required
- VI. Training session for City employees
- VII. Ensure all product data and material purchase information is submitted

~ END OF SECTION 8 ~

SECTION 9: Attachments and Exhibits

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