



REQUEST FOR BIDS

Construction of a Monument Sign at Kelley Park

RFB2026-023

Solicitation Issued: February 18, 2026

Proposals Due: March 19, 2026

Time: 5:00 PM

Proposals Submitted To: 2026-023@gaitthersburgmd.gov

TABLE OF CONTENTS

1.	Definitions	1
2.	Introduction and Scope of Work.....	2
	2.1. Introduction	2
	2.2. Background	2
	2.3. Minimum Qualifications Of Bidders	2
	2.4. Scope Of Work.....	2
	2.5. Permits And Licenses	5
	2.6. Superintendence By Contractor.....	5
	2.7. Representations Of Contractor.....	5
	2.8. Prices And Price Adjustments.....	5
3.	SOLICITATION SCHEDULE AND INFORMATION.....	6
	3.1. Solicitation Schedule.....	6
	3.2. Pre-Submission Meeting.....	6
	3.3. Submission of Bidder Questions.....	6
	3.4. City's Answers to Bidder Questions	6
4.	Bid Preparation and Submission Instructions	7
	4.1. Bid Preparation.....	7
	4.2. Bid Submission.....	8
5.	Notices to Bidders	9
	5.1. Disclaimer	9
	5.2. Acceptance.....	9
	5.3. Authority to Distribute Solicitation Documents.....	9
	5.4. Restricted Discussions.....	9
	5.5. State of Maryland Bid and Contract Requirements	9
	5.6. ADA Requirements	9
6.	Solicitation and Contract Terms and Conditions.....	10
	6.1. Headings	10
	6.2. Acceptance and Rejection of Bids.....	10
	6.3. Accurate Information	10
	6.4. Addenda and Amendments.....	10
	6.5. Alternate Bids.....	10
	6.6. Binding Bid	10
	6.7. Confidentiality.....	10
	6.8. Contract Award.....	11
	6.9. Errors in Bids.....	11
	6.10. Interest in More than One Bid and Collusion	11
	6.11. Late Bids	11
	6.12. Modifications to Bids.....	11
	6.13. Return of Bid Bonds.....	11
	6.14. Optional Goods and/or Services.....	12
	6.15. Solicitation Documents.....	12
	6.16. Solicitation Protest	12
	6.17. Use of Broker	12

6.18.	Assignment of the Contract.....	12
6.19.	Changes in Goods and/or Services	12
6.20.	Contract Disputes.....	12
6.21.	Dissemination of Data.....	13
6.22.	Employment as Independent Contractor.....	13
6.23.	Ethics Laws and Requirements.....	13
6.24.	Force Majeure.....	13
6.25.	Governing Law	13
6.26.	Immigration Reform and Control Act.....	14
6.27.	Inconsistent Provisions	14
6.28.	Indemnification.....	14
6.29.	Laws and Regulations	14
6.30.	No Liens	14
6.31.	No Waiver.....	14
6.32.	Nonexclusive.....	14
6.33.	Non-Discrimination Requirements	14
6.34.	Ownership of Materials	15
6.35.	Patents.....	15
6.36.	Invoices, Payment Terms and Taxes.....	16
6.37.	Records.....	16
6.38.	Subcontractors.....	16
6.39.	Survival	16
6.40.	Termination.....	16
7.	Special Terms and Conditions	17
7.1.	Insurance.....	17
7.2.	Payments.....	18
8.	Attachments and Exhibits	18

1. Definitions

Bid: the offer submitted to the City by a Bidder in response to this Solicitation.

Bidder: any Person submitting a Bid in response to this Solicitation.

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

City Manager: the City Manager of the City or his or her designee.

Contract: the binding agreement awarded pursuant to this Solicitation, if any.

Contractor: the Bidder awarded the Contract.

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

Mayor and Council: the Mayor and City Council of the City.

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

Procurement Webpage: <http://www.gaithersburgmd.gov/government/procurement>.

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

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

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

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

Solicitation: Request for Bids.

Submission Deadline: the date and time, specified in this Solicitation, by which all Bids shall be submitted to and received by the City.

2. Introduction and Scope of Work

2.1. INTRODUCTION

This Request for Bids is for the engineering, manufacture, and construction of a monument sign to be installed at Kelley Park, located at 404 Victory Farm Drive, Gaithersburg, Maryland 20877.

2.2. BACKGROUND

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, stormwater management, housing and community development, and snow removal. Read more about our mission and vision at [Gaithersburg Strategic Mission and Vision](#).

2.3. MINIMUM QUALIFICATIONS OF BIDDERS

- A. The Contractor shall have at least eight (8) years of related construction experience.
- B. The Contractor shall provide a supervisor with at least five (5) years of experience as a construction supervisor. Provide resume as outlined in **section 4.1**.
- C. The Contractor shall utilize a Maryland licensed surveyor to confirm sign location with regards to property lines, right of way easements, setbacks, and floodplain and stream valley buffer. Provide resume and license per **section 4.1**.
- D. The Contractor must be registered to provide services and be in good standing to do business in the state of Maryland.

2.4. SCOPE OF WORK

The Contractor shall construct a monument sign based on existing design specifications. The sign will be installed on a small, sloped hill located between a floodplain barrier and an adjacent Harriet Tubman Elementary School property line. The scope includes engineering, permitting, manufacture and procurement of materials, construction, and delivery of complete as-built documentation.

A. Design & Specifications:

- i. Contractor will receive detailed monument sign specifications, including dimensions, materials, colors, and finishes.
 - a) There shall be a kickoff meeting, in person onsite, for the Contractor to meet with City staff to review all specifications, materials, and finishes to ensure the basis of design are understood.
- ii. No deviations from the specifications provided shall be approved, unless notified in writing by the City's Project Manager.
- iii. Contractor shall submit material samples for approval prior to manufacture/ordering.
- iv. Any discrepancies or missing details shall be reported in writing to the City's Project Manager immediately. The contractor shall work with the City to correct any issues discovered.
- v. The name of the park, Kelley Park, shall be added to the monument sign and must be approved by the City's Project Manager prior to manufacturing.

- vi. Foundation and structural specifications must be tailored to the terrain and topography at Kelley Park for a successful installation.
 - vii. Installation shall be level and at a grade suitable for visibility from Victory Farm Drive and shall conform to sign installation requirements for necessary permits.
- B. Site Conditions:
- i. Location: Sloped hill between a floodplain barrier and adjacent school property line.
 - ii. Contractor's responsibilities include:
 - a) Assessing slope stability and soil conditions.
 - b) Ensuring compliance with floodplain regulations.
 - c) Maintaining minimum setbacks from property lines, easements, and floodplain buffer zones. Confirmation from the City of Gaithersburg is required.
 - d) Meeting all permitting requirements set forth by the City of Gaithersburg. The City acknowledges and agrees to waive the fees for any permits that are both required and issued by the City.
- C. Prior to Construction:
- i. Engineering & Permitting:
 - a) Develop a detailed site plan showing the sign's location relative to property lines, right of way easements, setbacks, and floodplain and stream valley buffer. Revise according to requirements to obtain all required permits.
 - b) Identify and mark underground utilities.
 - c) Provide stamped engineering drawings for:
 - 1. Foundation design that is suitable for installation on a sloped terrain.
 - 2. Foundation height that is suitable for traffic on Victory Farm Drive to clearly see the monument sign.
 - 3. Structural integrity of the monument sign.
 - 4. Drainage and erosion control measures, if required.
 - 5. Obtain all necessary permits.
 - d) Coordinate with the City of Gaithersburg's permitting department for compliance with floodplain and stream valley buffer regulations and any required permitting.
 - ii. Utility Coordination:
 - a) Contractor shall coordinate with all relevant utility companies to verify that the proposed monument sign location does not encroach upon any utility easements or rights-of-way.
 - b) Contractor must obtain written approval for installation if located in utility easement from utility providers prior to excavation or construction and submit to the City's Project Manager.
 - c) Contractor is required to contact Miss Utility (811) and follow all utility marking protocols before any ground disturbance. ***This shall include locating any private utilities, if necessary.***
 - d) All utility coordination activities must be documented and included in the project records.

D. Construction Scope:

- i. Site Preparation:
 - a) Grade and stabilize slope as needed.
 - b) Install erosion control measures
- ii. Foundation Installation:
 - a) Call Miss Utility (811)
 - b) Mark any private utilities, if necessary.
 - c) Excavate and pour concrete footing per engineered design.
 - d) Ensure proper anchoring and leveling.
- iii. Monument Sign Installation:
 - a) Fabricate or procure sign components per specifications.
 - b) Assemble, construct, and install sign structure.
- iv. Site Restoration:
 - a) Backfill and compact soil.
 - b) Restore landscaping and drainage features.
 - c) Restore/remediate any damage from construction activities.
 - d) Seed and straw all disturbed grass areas. Obtain seed requirements from the City's Project Manager.
 - e) Call for any final inspections, as necessary.
 - f) Cleanup entire project site area.

E. Documentation & Deliverables - Contractor shall submit the following:

- i. Pre-construction survey and engineering reports.
- ii. Permits and inspection approvals.
- iii. Utility approvals.
- iv. Daily construction logs and progress photos.
- v. Final as-built drawings showing:
 - a) Exact location and orientation of the sign.
 - b) Foundation details.
 - c) Height and line of sight details.
 - d) Utility locations.
- vi. Receipts/delivery tickets for all materials ordered for confirmation of adherence to all approved specifications.
- vii. Warranty documentation for materials and workmanship.

F. Quality & Compliance Control - All work and plans submitted for the following must comply with all requirements of the City of Gaithersburg's permitting department:

- i. All relevant building codes and zoning ordinances.
- ii. Floodplain management regulations. Contractor is responsible for scheduling inspections and obtaining approvals.
- iii. Utility right of way confirmation.
- iv. Permit coordination.
- v. All federal, state, and local site safety regulations.

2.5. PERMITS AND LICENSES

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State and municipal laws, codes and regulations, in connection with the execution of the work without additional expense to the City. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire project.

2.6. SUPERINTENDENCE BY CONTRACTOR

At the work site, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that the representative shall be acceptable by and report to the City's Project Manager.

2.7. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

- A. The firm is financially solvent and that its team is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be performed or furnished.
- B. The Contractor has carefully examined the plans, the specifications and the site of the work and that from the Contractor's own investigations, he/she has satisfied themselves as to the nature and location of the work, the integrity, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect performance of the work.

2.8. PRICES AND PRICE ADJUSTMENTS

- A. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of the resultant contract.
- B. Labor rates requested shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- C. Any Bidder that enters \$0 or N/A in a pricing blank or leaves it blank may be considered nonresponsive. If you are not bidding on a specific item number please list "No Bid".
- D. Prices shall remain firm for the first 365 days of the resultant contract.
- E. The successful Bidder may be required to provide materials, equipment rental, and subcontractors to fulfill the requirements of the resultant contract. If a successful bidder provides materials, equipment rental or subcontractors, the Contractor will invoice all materials, equipment rental and/or subcontractors based on the actual cost. No additional costs of any kind will be allowed. The contractor shall make every attempt to obtain the lowest price for materials, rental equipment, and subcontractors.

~This page left intentionally blank.~

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:	February 18, 2026	N/A
B. Pre-Submission Meeting:	February 26, 2026	at 11:00 AM
C. Offeror Questions Due in Writing:	March 5, 2026	by 5:00 PM
D. Q&A Addendum Issued:	March 11, 2026	by 5:00 PM
E. Submission Deadline:	March 19, 2026	by 5:00 PM

3.2. PRE-SUBMISSION MEETING

An optional 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
Kelley Park
404 Victory Farm Drive
Gaithersburg, Maryland 20877

3.3. SUBMISSION OF BIDDER QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted by email to the Procurement Division, at procurement@gaithersburgmd.gov; and (ii) shall be received by the date and time specified in the Solicitation Schedule. The solicitation number and title must be included in the subject line of the email. Any and all questions received not in compliance with this paragraph will not be answered unless the City, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

3.4. CITY'S ANSWERS TO BIDDER QUESTIONS

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

~This page left intentionally blank.~

4. Bid Preparation and Submission Instructions

4.1. BID PREPARATION

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

A. Business Profile

A cover letter prepared on official business stationary signed by an individual authorized to bind the Bidder to its Bid, and shall include the contact information of an individual to whom the City should direct correspondence. This business profile shall include a summary of the business, history, capabilities and qualifications and shall not exceed two (2) pages in length.

B. Understanding of the Requirement and Technical Approach

- i. Discussion of the requirements as they are analyzed by the Bidder and proposed scope of work directly correlated to this solicitation.
- ii. Preliminary Work Plan that describes the phases into which the proposed project can be logically divided and performed and a timeline for executing the plan. Bidder should also indicate its intent to use subcontractors for completion of any portion of this project. ***Complete Subcontractors form in the Attachment A.***
- iii. Discussion of the Bidder's awareness of the potential difficulties in the completion of this undertaking and resolution strategies, as well as any alternative approaches.

C. Organizational and Staff Experience – Offerors must describe their qualifications and experience in performing the work prescribed in this solicitation, and include resumes of all staff proposed for this project. ***Provide how the Bidder is meeting the minimum qualifications in Section 2.4.***

D. Financial Wellness

The Bidder shall include evidence of financial solvency, e.g, audited financial statements, attestation letter from a financial institution, etc.

E. Pricing

This Section of the Bid shall include all costs necessary to complete the scope of work detailed in this Solicitation, including but not limited to, materials, labor, fuel, travel, permitting, debris disposal, site restoration, etc. The Offeror shall complete and submit the attached pricing sheet. ***Refer to Attachment B.***

F. Required Forms

- I. This section of the Bid shall include the following completed forms, blank copies of which are included in Attachment A hereto:
 - a. Addendum and Amendment Acknowledgement
 - b. Affidavit of Qualification to Bid/Propose
 - c. Bid/Propose Submission Certification
 - d. Bidder References ***(At least three (3) customers from projects completed by the Bidder within the last three (3) years that were similar in size and scope of this solicitation.)***
 - e. List of Subcontractors
 - f. Conflict of Interest Certification
 - g. Litigation and Lien Information

- h. W-9
- i. Vendor Registration form

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

4.2. BID SUBMISSION

The Bidder shall submit its Bid in accordance with and subject to the following instructions and conditions:

A. The Bidder shall submit its Bid to the Procurement Division by email to 2026-023@gaitHERsburgmd.gov. The Bid shall be a portable document format (PDF) file consisting of:

- i. Technical Proposal (Sections A-E)
- ii. Required Forms (Attachment A)
- iii. Cost Proposal (Attachment B)

B. Bids not received by the Submission Deadline shall be deemed non-responsive.

C. The City shall assume no responsibility for delays or errors in the delivery of any Bid.

D. The Bidder is strictly prohibited from submitting its Bid by facsimile or by postal mail. The Bidder may not submit its Bid to any email address other than the one provided at Section 4.2.A above. Bidder shall **NOT** submit any downloadable file links to Bid. Any and all Bids submitted not in compliance with this Section shall be rejected as non-responsive and be removed from consideration.

E. Bidders will receive a confirmation of receipt email with date and time stamp after proper submission of Bid. If no email is received, please contact Procurement immediately at Procurement@gaitHERsburgmd.gov or by phone at 240-805-1165. **Do Not submit Bids to this email address.**

~This page left intentionally blank.~

5. Notices to Bidders

5.1. 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 Bids 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 Bids in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the City. The City is under no obligation to any Bidder until a contract is executed for the Services described herein.

5.2. ACCEPTANCE

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

5.3. 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.

5.4. RESTRICTED DISCUSSIONS

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

5.5. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

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

5.6. 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.

~This page left intentionally blank.~

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 BIDS

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

6.3. ACCURATE INFORMATION

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

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 Bidder 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 BIDS

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

6.6. BINDING BID

All Bids shall remain binding for 180 calendar days following the Submission Deadline; Bids may not be withdrawn at any time within this period. In the event an award is not made during such period, all Bids shall be automatically extended and remain binding for an additional 180 calendar day period. Bids shall automatically be renewed until such time as either an award is made or proper notice is given to the City by a Bidder of its intent to withdraw its Bid. Bids 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 Bidder in strictest confidence. The Bidder shall specify in writing to the City the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

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

6.8. CONTRACT AWARD

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

6.9. ERRORS IN BIDS

Obvious error(s) in calculations in any Bid may not be corrected without the prior written consent of the City and may be cause for the Bid 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 BID AND COLLUSION

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

6.11. LATE BIDS

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

6.12. MODIFICATIONS TO BIDS

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

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

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 Bidder requests its Bid to be withdrawn in accordance with Section 5.6 (Binding Bid) of this Solicitation. The City shall immediately return the bid bond of any Bidder whose Bid 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 Bidder or with another Bidder, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

6.15. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid shall be taken as prima facie evidence of compliance with this provision and that the Bidder 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 Bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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](#).

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 United States, 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. 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.

6.33. 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 race, color, creed,

religion, ancestry, sex, sexual orientation, national origin, affection preference, gender identity, genetic testing, 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 identity, genetic testing, 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 identity, genetic testing, 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

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

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.

7. Special Terms and Conditions

7.1. 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 Two Million Dollars (\$2,000,000); 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. Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - IV. Professional liability Insurance (errors and omissions) in an amount not less than Two Million Dollars (\$2,000,000)
- 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).

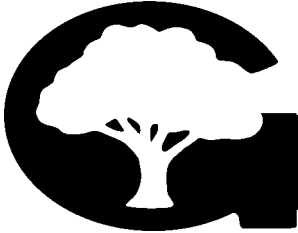
7.2. PAYMENTS

Payments under the Contract shall be paid monthly for the Services completed by the Contractor in the immediately preceding month, 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.

8. Attachments and Exhibits

Attachment A: Required Forms
Attachment B: Bid Cost Proposal

ATTACHMENT A



City of Gaithersburg

Addendum and Amendment Acknowledgment

=

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. Addendum / Amendment No: _____ Date of Issuance: _____

2. Addendum / Amendment No: _____ Date of Issuance: _____

3. Addendum / Amendment No: _____ Date of Issuance: _____

Addendum / Amendment^{4.} No: _____ Date of Issuance: _____

5. Addendum / Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Bid Proposal.

Signature Title Date

Printed Name



City of Gaithersburg

Affidavit of Qualification to Bid/Propose

Solicitation No. _____

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

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

I HEREBY AFFIRM THAT:

1. I am the _____ and the duly authorized representative of the entity _____ and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Bidder, or any other person substantially involved in the Bidder's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a violation of

Affidavit of Qualification to Bid/Propose

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

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

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

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Bid/Proposal Submission Certification

Solicitation No. _____

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

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

BID PROPOSAL SUBMISSION CERTIFICATION

The response this Solicitation includes this Bid/Proposal Submission Certification Form and the Affidavit of Qualification to Bid Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name



City of Gaithersburg

Bidder References Form

Solicitation No. _____

Please complete this form in its entirety and include it with your Bid/Proposal. The City reserves the right to reject Bid/Proposals from any Bidder/Offeror that does not meet the minimum qualifications. The Bidder shall be competent and experienced with an established reputation within the community performing the type of work required under the Solicitation and subsequent contract.

Name of Bidder: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Provide contact information for three customers for which the Bidder/Offeror completed projects within the last five (5) years that were similar in size and scope to the Services under the Solicitation.

1. REFERENCE	
Name (Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Construction:	
Location of Construction:	
Construction Period (in days):	
Construction Completion Date:	
Scope/Description of Work:	

2. REFERENCE	
Name (Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Construction:	
Location of Construction:	
Construction Period (in days):	
Construction Completion Date:	
Scope/Description of Work:	

3. REFERENCE	
Name (Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Construction:	
Location of Construction:	
Construction Period (in days):	
Construction Completion Date:	
Scope/Description of Work:	



City of Gaithersburg

Subcontractors

Solicitation No. _____

Please complete this form in its entirety for each subcontractor and include it with your Bid/Proposal. The City reserves the right to reject any subcontractor that does not meet the minimum qualifications. The subcontractor shall be competent and experienced with an established reputation within the community in the performance of the type of work required under the Solicitation and subsequent contract.

Offeror: _____
Street Address: _____
City, State & Zip Code: _____, _____

Provide contact information for three potential subcontractors the offeror may employ to fulfill the requirements of the referenced solicitation.

1. SUBCONTRACTOR

Name (Business):			
Address:			
Name of Contact:		Phone Number:	
Description of Work:			

2. SUBCONTRACTOR

Name (Business):			
Address:			
Name of Contact:		Phone Number:	
Description of Work:			

3. SUBCONTRACTOR

Name (Business):			
Address:			
Name of Contact:		Phone Number:	
Description of Work:			



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

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

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

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

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

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

Conflict of Interest Certification

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

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

Yes / No

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

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

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name



VENDOR REGISTRATION FORM

Date: _____

Vendor Information:

Employer Identification Number **or** Social Security Number: _____

Company **or** Individual Name: _____

Address: _____

City _____ State _____ Zip Code _____

Remit to Address: (If the same as Company **or** Individual Name address write SAME)

Company **or** Individual Name: _____

Address: _____

City _____ State _____ Zip Code _____

Contact Information:

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

Classification

Individual

Large Business

Small Business

Small Disadvantaged Business

Minority Owned Business

8(A) Certified

Woman Owned Business

Other:

HubZone

Veteran Owned Business

Service Disabled Veteran Owned Business

Native American Owned Business

AK Native American Owned Business

Historically Black College & University

Non Profit

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT B



KELLEY PARK MONUMENT SIGN CONSTRUCTION

ATTACHMENT B

RFB2026-023

City of Gaithersburg Contact		Contractor Contact	
Kevin Etters, Project Manager		Company	
Department of Public Works		Contact Name	
800 Rabbitt Road		Address	
Gaithersburg, Maryland 20878		City, State, Zip	
Email: Publicworks@gaitersburgmd.gov		Email	
Phone: 301-258-6370		Phone	
Phase		Description of Work	Total Cost
Design/Engineering/Permitting	Develop a detailed site plan with stamped engineering drawings and all necessary information to meet permitting requirements. *Refer to details in the RFB under 2.4 Scope of Work sections A, B, and C.*	\$	
Manufacture/Construction	Manufacture and procurement of all necessary materials and construction of the new monument sign. *Refer to details in the RFB under 2.4 Scope of Work section D.*	\$	

Signature of Contractor or Authorized Representative:

Print Name: _____

Title: _____

Signature: _____

Date: _____