City of Gaithersburg
31 South Summit Avenue, Gaithersburg, Maryland 20877

REQUEST FOR PROPOSALS
Robertson Park Field #3 Sports Lighting System Upgrade to LED
RFP2027-001

Solicitation Issued: August 3, 2026

Proposals Due: September 3, 2026 **Time:** 5:00 PM

Proposals Submitted To: 2027-001@gaithersburgmd.gov

MAYOR
Jud Ashman

COUNCIL MEMBERS
Neil Harris
Lisa Henderson
Yamil Hernández
Jim McNulty
Robert T. Wu

CITY MANAGER
Tanisha Briley

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1. Definitions

Proposal: the offer submitted to the City by an Offeror in response to this Solicitation.
Offeror: any Person submitting a Proposal 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 Offeror awarded the Contract.
Lowest Responsive Proposal: the Proposal accepted by the City, which offers the lowest total price, including alternates if awarded, and that fully conforms in all material respects to the requirements of this Solicitation, all form and substance included.
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 Offeror: Offeror 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 Proposals, including but not limited to: addendums, amendments, forms and specifications.
Solicitation Schedule: the events and dates and times thereof specified in Section 3.1 of this Solicitation.
Solicitation: Request for Proposals
Submission Deadline: 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.

2. INTRODUCTION AND SCOPE OF WORK

2.1. INTRODUCTION

The City is seeking Proposals for the demolition, removal, and proper disposal of the existing metal halide lighting system and the design and build of a new sports lighting system for a soccer field at Robertson Field #3, located at Robertson Park, 801 Rabbitt Road, Gaithersburg, Maryland 20878. This design and build project shall incorporate all aspects of demolition and removal, design, manufacture, permitting and construction, and installation for the new LED sports lighting system.

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 Mission, Vision, Values & Strategic Plan | Gaithersburg, MD.

B. Located at Robertson Park, Field #3 is a synthetic turf field situated below the two upper baseball fields and the Youth Center. Robertson Field #3 is an all-purpose football/baseball/soccer synthetic turf field. Robertson Field #3 is used year round for rentals and may be rented out to individuals or organizations when the City's sports program is not utilizing the facility. The fields are used primarily for spring, summer, and fall: adult softball, spring girls' softball, spring co-ed baseball, spring co-ed baseball and spring youth t-ball. A new sports field lighting system will provide safer and more desirable playing conditions and efficient use of electricity.

C. The poles on the far side of the field, near the wood line, will be difficult to access for removal of the existing lighting system and installation of the new lighting system.

2.3. GENERAL DESCRIPTION OF SERVICES

A. The Contractor shall provide outdoor sports lighting design and build services. Services include but are not limited to:

i. Design of the new outdoor sports lighting system;
ii. Removal and proper disposal (recycling) of existing lighting system; and
iii. Manufacture, construction, and installation of the new outdoor sports lighting system for Robertson field #3.

B. The Contractor shall be responsible for all necessary labor, equipment, supplies, permits, etc. necessary for the completion of the project.
C. All existing lighting system parts shall not be reused in any manner; all existing parts must be recycled or destroyed and properly disposed of.
D. The City of Gaithersburg will not assume any liability for any and all materials until final completion of the project.
E. It shall be the sole responsibility of the Contractor to provide a safe and secure workplace/site to protect workers, bystanders, and equipment. The access to the existing lighting will be difficult and require careful planning and protection of existing conditions and property, especially the synthetic turf field.

2.4. SCOPE OF WORK

I. Design

A. The Contractor shall inspect the worksite for verification of existing site conditions, utilities present, accessibility, materials storage space, and specific job site sensitivities that may impact the design of the lighting system. Prior to commencing any design work, the Contractor shall report any discrepancies or issues that may impact the design to the City's Project Manager.

B. Design services and criteria shall include, but are not limited to, the following:

i. Adherence to the highest industry (outdoor LED lighting) standards, with the consideration of energy efficiency while maintaining the most effective grid points and grid spacing for the safety of all players and spectators involved.

ii. Light levels of a minimum twenty-five (25) years.

iii. Specifications and lighting calculations shall be developed and field measurements performed to light the field for 50 foot candles for parks, recreation, and high school level play.

iv. Dark sky technology shall be utilized to prevent spill light into neighboring communities. The Offeror shall show how much spill light is reduced with the dark sky technology.

v. The lighting system software must include/have the capability to detect and report outages and energy usage over a twenty-five (25) year life cycle. Life cycle costs shall be controlled and minimized for efficiency and cost effective operation as proposed in the Contractor's approved design. The Contractor shall proactively monitor the system and report any outages to the City within 24-hours of the outage.

II. Hours of Usage

A. The Contractor shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the City.

i. Cumulative Hours
Cumulative hours shall be tracked to show the total hours used by the facility.

ii. Current Lamp Hours
Current lamp hours shall be tracked separately to reflect the amount of hours on the current set of lamps being used, so re-lamping (if applicable) can be accurately scheduled.

III. Communication Costs

A. Offeror shall include communication costs for operating the controls and monitoring the system for a period of twenty-five (25) years.

i. A remote on and off control system shall be installed to allow for optimized efficiency during operation of the facility.

ii. The remote system shall allow the City and users with a security code to schedule on and off system operation and store seven (7) day schedules via a web site, phone, fax or email.

iii. The Contractor shall provide and maintain a two-way communication link. Trained staff shall be able to provide around the clock (24/7) scheduling support and assist with reporting needs. City staff shall have various security levels of operation.

iv. The control system shall accept and store seven (7) day schedules that are protected against memory loss during power outages, and shall reboot when power is restored, and execute any commands that were scheduled during the power outage.

v. Upon the City's request and at any time prior to the City's final approval of the designs, the Contractor shall provide through explanation in response to any concerns or questions that may arise, and shall execute any and all modifications to the lighting design as directed by the City.

vi. The construction documents shall be delivered to the City's Project Manager for review and approval prior to permit application. Two (2) sets of printed and one (1) electronic file of the drawings and specifications shall be delivered.

2.5. PRE-CONSTRUCTION

A. Project Site Verification
Inspect the project site for verification of existing site conditions, utilities present, accessibility, materials storage space, and specific job site sensitivities prior to commencing any construction activities and report any discrepancies found to the City's Project Manager. The following responsibilities shall be completed (not necessarily in the order listed below) prior to commencement of construction activities:

i. Develop and submit for approval a construction plan and schedule of work. The schedule shall contain, at a minimum, the timeline of activities with milestones in a critical path method.

ii. Prepare and submit for approval a schedule of values.

iii. Permit coordination - Contractor shall adhere to all permitting requirements and follow all applicable Federal, State, and Local codes and regulations. The City acknowledges and agrees to waive the fee for any permits both required and issued by the City. Copies of all permits and permit inspection notifications shall be sent to the City's Project Manager for notification and record.

iv. Perform a geotechnical investigation and report for design and installation of new poles.

v. Develop and submit for approval a site plan with complete awareness of the sensitive areas that cannot be affected during construction. The site plan shall include a plan for the staging of equipment/supplies, construction access, protection of sensitive areas, and access to lighting locations while protecting the turf field.

vi. The Contractor shall inspect and test all printed circuit boards (PCBs) associated with the existing lighting and control systems prior to demolition. Testing shall include visual inspection, electrical integrity verification, and functional assessment to document current condition and identify any faults or safety concerns. All PCB components shall be evaluated by qualified personnel, and any damaged, unsafe, or non-operational boards shall be reported to the Owner. Test results, photographs, and condition documentation shall be submitted prior to removal or replacement of any equipment.

vii. The Contractor shall perform testing for polychlorinated biphenyls (PCBs) on all existing lighting system components that may contain PCB materials, including but not limited to ballasts, capacitors, and associated electrical equipment installed prior to the PCB ban era. Any suspect components shall be sampled and analyzed by a qualified laboratory, and all materials confirmed or presumed to contain PCBs shall be handled, removed, and disposed of in accordance with all applicable federal, state, and local environmental regulations. Documentation of testing results and disposal manifests shall be provided to the Owner prior to demolition or system replacement.

B. Access and Removal Plan

The Contractor shall develop a plan that provides access to all existing light poles for demolition and removal. The removal and installation of light poles will be challenging. There is an earthen swale near the field at the S/SW side. See the assumptions on challenges below.

i. Building an access path around the field for access will encounter slopes, drainage basins, and earthen swales.

ii. Access over the field encounters protection to distribute weight to ensure no damage to the curbs, field, sub-base, and asphalt paths.

C. Submittals

Within fourteen (14) business days after the Contractor is issued a Notice to Proceed, the Contractor shall provide all submittals required for approval by the City. Submittals shall include, but not be limited to, the following:

i. All product data and specifications.
ii. Construction plans for entrance, storage, access and protection, demolition and removal, and installation.
iii. Final revised project plan and schedule.
iv. Schedule of values.

v. The Contractor must obtain all necessary permits and the City's written approval prior to ordering or purchasing of any goods.

2.6. CONSTRUCTION

A. Preparation of existing site conditions plan for demolition and removal of the existing lighting system. The existing turf shall be protected from any damage.

   i. Address how you will protect the turf field if it is determined access is necessary over the field.

   ii. Address how you will protect the field and existing drains if it is determined to construct a path beside and behind the field.

B. Set up temporary safety barriers (temporary fencing, cones, barricades, etc.) and provide accurate security to protect against vandalism or theft.

C. Demolition and proper removal (recycling) of existing lighting system (poles and lights), and electrical wiring, if necessary.

D. Compliance with all applicable laws and/or regulations in removing and disposing of any electrical components containing PCB's.

   i. The lighting system at this park is over 42 years old, so the Contractor shall follow all laws and guidance for confirming the presence of Polychlorinated Biphenyls (PCBs) and take any necessary actions, if present.

E. Preparation of existing site conditions for installation of the newly designed sports field lighting system (poles and lights).

F. Installation of newly designed sports field lighting system (poles and lights), and electrical wiring, if necessary.

G. Final clean-up of job site.

2.7. POST CONSTRUCTION QUALITY CONTROL

A. Illumination measurements shall be conducted to verify the proper performance of the new sports field lighting system. This test shall be performed in the presence of the Contractor, Project Engineer, Manufacturer's Representative, and the City's Project Manager. The illumination measurements shall be conducted in accordance with all applicable codes and standards.

B. If, in the opinion of the City or its appointed representative(s), the actual performance levels do not meet the standards within the specifications as designed, the Contractor shall adhere to the following steps for correcting the non-conformance issues:

   i. The Contractor shall, at no cost to the City, provide and install any additional fixtures or poles necessary to meet the specifications as designed.

   ii. The Contractor shall, at no additional cost to the City, remove the non-conforming lighting system in its entirety and replace it with a new lighting system to meet the designed specifications, including if the lighting system fails to meet the City's energy consumption costs.

2.8. OTHER REQUIREMENTS

A. Permits and Licenses

The Contractor shall, at its expense, procure and maintain in effect all licenses, permits and certifications which are or may be required by regulatory bodies for the performance of the Services. The City acknowledges and agrees to waive the fees for any permits that are both required by and issued by the City.

B. Safety and Cleanliness

The Contractor shall be responsible for keeping the job site clean and orderly. All vehicles, trailers and

other equipment of the Contractor shall be clean and in proper working order. All excess material shall be removed from the site and disposed of by the Contractor after completion. Barricades shall be used in accordance with industry standards and government regulations.

C. Standard of Conduct
The Contractor shall exhibit proper decorum, act in a professional manner and maintain a neat appearance at all times while performing the work.

D. The Contractor shall adhere to **ALL** City codes (https://www.gaithersburgmd.gov/government/city-code-regulations) adopted by the Mayor and City Council, as applicable, especially with specific reference to Section 15-8. Disturbing the peace, Section 15 A. Parks and Other Properties, and Section 18 A. Smoking and Vaping Placement and Prohibition ***(Refer to links below)***.

Disturbing the Peace
https://library.municode.com/md/gaithersburg/codes/code_of_ordinances?nodeId=PTIITHCO_CH15OFIS_S15-8DIPE

Parks and Other Properties
https://library.municode.com/md/gaithersburg/codes/code_of_ordinances?nodeId=PTIITHCO_CH15APAOTPR

Smoking and Vaping Placement and Prohibition
https://library.municode.com/md/gaithersburg/codes/code_of_ordinances?nodeId=PTIITHCO_CH18ASMVAPLPR

2.9. RECORD DRAWINGS

The Contractor shall submit record drawings to the City immediately following the final approval notification by the City.

A. Damage Repair
The Contractor shall repair all damage to any landscape or hardscape surface (synthetic turf field, grass, asphalt, concrete, etc.) and replace with the same material and specifications; wires, irrigation, phone or power lines, and any other park feature that is disturbed during the removal of the old lighting system and installation of the new lighting system.

B. Pepco Rebate
The Contractor shall assist with calculations and submissions of any Pepco incentive rebate for upgrading to LED lighting. The assistance shall be to complete any required forms and submissions and complete any details for Pepco to determine the rebate approval.

C. Utilities and Notifications

i. The Contractor shall be responsible for locating all existing utilities, including private utilities Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the Contractor shall: immediately notify the utility owner and the City's Project Manager, and immediately begin to repair or replace all damaged or destroyed components as necessary to restore the utilities to a satisfactory operating condition as directed by the utility owner, and at no cost to the City.

ii. The Contractor shall be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon, Comcast Cable, and the Washington Suburban Sanitary Commission. In addition, the Contractor shall notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours but no more than five (5) working days prior to any digging or excavation.

2.10. WARRANTY

Prior to the completion of the Services, the Contractor shall submit to the City a signed warranty that covers the entire system for twenty-five (25) years. Warranty shall guarantee light levels, lamp replacements, system energy consumption, monitoring, maintenance and control services, spill light control, and structural integrity. The Contractor shall maintain specifically-funded financial reserves to assure fulfillment of the

warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse, and unauthorized repairs or alterations.

2.11. MINIMUM QUALIFICATIONS OF OFFERORS

A. The Offeror must have at least ten 10 years of experience designing, manufacturing, and installing outdoor LED sports lighting systems with similar scope and complexity to the work detailed herein.
B. Offeror must be registered and in good standing to provide services in the state of Maryland.
C. Site Superintendent must have at least eight (8) years experience. Site Superintendent must have OSHA 30 certification. ***Provide documentation as outlined in section 4.1, C.***
D. Offeror must have OSHA 29 CFR 1926 Subpart CC certification. (Cranes and Derricks in Construction)
E. Offeror must have licensed Electrician with OSHA 29 CFR 1926 Subpart K certification (Electrical).
F. Offeror must have OSHA 29 CFR 1926 Subpart E certification (Occupational Health and Environmental Controls).

2.12. CONTRACT PERIOD AND RENEWALS

A. The resultant contract period shall be from the date of award September 1, 2026 through June 30, 2027.
B. By mutual agreement of parties, the resultant contract will be automatically renewed at existing prices, terms and conditions. Any change shall be executed via contract amendment.

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:	**August 3, 2026**	**N/A**
B. Pre-Submission Meeting:	**August 13, 2026**	**At 11:00AM**
C. Offeror Questions Due in Writing:	**August 19, 2026**	**by 5:00 PM**
D. Q&A Addendum Issued:	**August 28, 2026**	**by 5:00 PM**
E. Submission Deadline:	**September 3, 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
Robertson Park Field #3
801 Rabbitt Road
Gaithersburg, Maryland 20878

3.3. SUBMISSION OF OFFEROR QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted in writing 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. The City's responses to questions received will be issued via Addendum to this solicitation on the date specified in the Solicitation Schedule.

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 Proposal format is required; any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall include material organized into sections 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 as a minimum summary of the business, history, vision, philosophy, etc.

B. Understanding of the Requirement and Technical Approach

i. Discussion of the requirements as they are analyzed by the Offeror 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. Offeror should also indicate its intent to use subcontractors for completion of any portion of this project ***(Refer to Subcontractor Form in Attachment A).***

a) Provide three(3) projects completed by Subcontractor of lighting installations similar in scope and size as outlined in in this solicitation.

iii. Discussion of the Offeror's awareness of the potential difficulties in the completion of this undertaking and resolution strategies, as well as any alternative approaches including but not limited to the following:

a) Plan for accessing the light poles on the south side of the field.
b) Plan for protecting the synthetic turf field from damage.

C. Organizational and Staff Experience – Offerors must describe their qualifications and experience in performing the work prescribed in this solicitation.

a) Provide three (3) completed projects of similar size and scope as outlined in this solicitation.
b) Include resumes of all staff proposed for this project, including Site Superintendent and Electrician.
c) Include resumes of Sub-contractors proposed for this work.

D. References – Offerors must provide at least three (3) customer references, within the last five (5) years, for similar or related tasks performed for organizations of similar size and complexity. A reference sheet is provided in ***Attachment A*** of this solicitation.

E. Financial Wellness

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

F. Pricing

This Section of the Proposal shall include a Robertson Field #3 Sports Lighting Design and Build Proposal Price Sheet, a copy of which is attached hereto as ***Attachment B***.

G. 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/Proposal Submission Certification
d. References
e. Provide documentation OSHA Certifications outlined in section 2.10.

f. List of Subcontractors
g. Conflict of Interest Certification
h. Litigation and Lien Information
i. W-9
j. Vendor Registration Form

All documents and forms shall be completed in their entirety and, be or signed by an authorized or duly authorized representative of the Offeror.

4.2. PROPOSAL SUBMISSION

The Offeror shall submit its Proposal in accordance with and subject to the following instructions and conditions:

A. The Offeror shall submit its Proposal to the Procurement Division by email to 2027-001@gaithersburgmd.gov. The Proposal shall be a portable file document consisting of:

   i. Technical Proposal
   ii. Proposal Price Sheet (Attachment B)
   iii. Attachment A (Required Forms)

B. Proposals 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 Proposal.

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

E. Offeror will receive a confirmation of receipt email with date and time stamp after proper submission of proposal. If no email is received, please contact Procurement immediately at Procurement@gaithersburgmd.gov. **Do NOT submit proposals to this email address**.

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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 Proposal on the following criteria:

a. Demonstrated understanding of the requirement – 25 pts.
b. Scope of work – 30 pts
c. Qualifications, Experience and Capabilities – 25 pts
d. Pricing – 20 pts.

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

Procurement 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 Committee Chair 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 whom 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.

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6. NOTICE TO OFFERORS

6.1. 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 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.

6.2. ACCEPTANCE

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

6.3. 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.

6.4. 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.

6.5. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

A. Offerors must be qualified to propose 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.

6.6. 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@gaithersburgmd.gov.

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7. SOLICITATION AND CONTRACT TERMS AND CONDITIONS

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

7.1. 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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".

7.8. CONTRACT AWARD

A. 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. Award shall be to the Responsible Offeror that submits the Lowest Responsive Proposal. If for any reason, through no fault of the City, the Contract is not executed within thirty (30) days of formal award, the City may withdraw the award and award to the Responsible Offeror that submitted the next Lowest Responsive Proposal, or solicit new Proposals.

B. 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.

7.9. 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.

7.10. 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.

7.11. 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 postal 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.

7.12. 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”.

7.13. RETURN OF BID BONDS

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

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. 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.

7.21. 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.

7.22. 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.

7.23. 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 .

7.24. 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.

7.25. 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.

7.26. 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.

7.27. 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.

7.28. 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.

7.29. 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.

7.30. 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.

7.31. 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.

7.32. 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.

7.33. 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.

7.34. 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.

7.35. 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.

7.36. 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.

7.37. 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.

7.38. 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.

7.39. SURVIVAL

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

7.40. 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.

8. SPECIAL TERMS AND CONDITIONS

8.1. BONDS

A. The Offeror shall submit with its Proposal an executed bid bond in an amount equal to five percent (5%) 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 oblige 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.*

8.2. 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); and
   III. Professional liability insurance (errors and omissions) in an amount not less than One Million Dollars ($1,000,000); and
   IV. Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation of that policy, such that any cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.

C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation of the insurance and that such cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.

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

8.3. 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 7.36 of this Solicitation.

8.4. RETAINAGE

The City shall retain five percent (5%) of the amount from each progress payment until the project is approved for use as intended and only after submission and approval of all close-out procedure documents.

8.5. WORK HOURS

The standard work hours for the City of Gaithersburg are from 7 AM to 4 PM, Monday through Friday. Weekend work must be requested in writing and approved by the City's Project Manager. **The anticipated project timeline is from September 1, 2026 to December 30, 2026.**

8.6. CHANGE ORDERS

A. All change orders submitted under a contract shall be supported by all relevant data to verify the requested change in work. Overhead and profit shall be negotiable and will not exceed ten percent (10%) of the total change order amount. All costs, including overhead and profit, shall not be reimbursed for any change orders necessary to correct negligence or poor workmanship by the contractor.

B. Chande orders shall be submitted and approved prior to continuing and completing the work. Payment for change orders submitted after the work is complete, or prior to approval, shall be at the contractor's own risk.

9. ATTACHMENTS AND EXHIBITS

Attachment A: Required Forms
Attachment B: Proposal Price Sheet

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: _____

4. ☐ Addendum / ☐ Amendment 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
Title
representative of the entity _____ and that I possess the
Name of Entity
legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

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

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

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

_____

_____

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

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

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

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

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

_____ _____

Signature Witness

_____

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

City of Gaithersburg

Bid/Proposal 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 <u>each subcontractor</u> 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 _____ (*Name of Entity*) that no 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 _____ (*Name of Entity*) that no employee or agent of _____ (*Name of Entity*) is a member, employee, 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:

_____

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.

Case Number	**Jurisdiction**	**Status**	**Summary**

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ _____

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.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

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

CITY OF GAITHERSBURG™

Proposal Price Sheet
Solicitation No. RFP2027-001

PROPOSAL PRICE SHEET

Robertson Park Field #3 Sports Lighting System Upgrade to LED This Price Proposal Sheet shall list the lump sum amounts for Offerors Proposal for the Design and Build for the demolition, removal, and proper disposal of the existing metal halide lighting system and the design and build of a new sports lighting system for a soccer field at Robertson Field #3, located at Robertson Park, 801 Rabbitt Road, Gaithersburg, Maryland 20878. The total Proposal shall be a guaranteed maximum price (GMP). Offerors Price Proposal shall include all costs necessary to fulfill its obligations under the Contract. Costs shall include, but not be limited to: materials, labor, management, travel, fuel, equipment, tools, traffic control, clean-up, permits, etc. Offeror shall attach a detailed cost breakdown along with this Price Proposal Sheet to justify Offerors price.

Offeror Name (Design/Build Firm Name): _____

Offeror (Design/Build Firm) Address _____

_____

Synthetic Turf System:

Robertson Park Field #3 LED Lighting Upgrade	**Cost**
Design of construction documents and plans for the removal of the exiting lighting system and manufacture and installation of the new LED lighting system	
Geotechnical investigation	
Demolition and removal of the existing lighting system	
Manufacture of the new LED lighting system	
Installation of the new LED lighting system	
Performance measurement and testing of the new LED lighting system	
Restoration, cleanup, and close-out procedures	
GMP TOTAL OF ALL COSTS	

CITY OF GAITHERSBURG™

Proposal Price Sheet

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

Printed Name:_____ **Title**:_____

Signature:_____ **Date**:_____