



# Request for Proposal #13-17

---

## Gateway Sign Design and Installation

Bid Posted: 04/20/2017

Pre Proposal Meeting: 05/01/2017 @ 10:00 a.m.

Last Day for Questions: 05/05/2017 @ 12:00 p.m.

Proposal Opening: 05/19/2017 @ 2:30 p.m.  
Government Office Bldg.  
125 N. Division St., Room 104  
Salisbury, MD 21801

Department of Internal Services – Procurement Division  
125 N. Division St., Room 104 Salisbury, MD 21801  
PH: 410-548-3190 FX: 410-548-3192  
Salisbury, MD 21801  
[www.salisbury.md](http://www.salisbury.md)

## **ADVERTISEMENT**

CITY OF SALISBURY

RFP 13-17

### Gateway Sign Design and Installation

The City of Salisbury is seeking proposals from qualified and experienced firms to design, fabricate and install Gateway signs at two (2) locations within the City of Salisbury. The new Gateway signs will replace existing Welcome to Salisbury signs and will be located in the same general vicinity as the existing signs.

Proposal documents for RFP 13-17 may be obtained from the City of Salisbury Procurement Division, Room 104, Government Office Building, 125 N. Division Street, Salisbury, Maryland 21801, by calling 410-548-3190, during normal business hours, or via our website, [www.salisbury.md](http://www.salisbury.md) ; Information Center; Bids & RFPs. Vendors are responsible for checking this website for addenda prior to submitting their bids. The City of Salisbury is not responsible for the content of any Proposal Document received through any 3<sup>rd</sup> party bid service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the Completed Proposal Documents.

A Pre-Proposal Meeting will be held on Monday, May 1st, 2017 at 10:00 A.M. (local time) in Room 306 of the Government Office building, address listed above. A site visit will be held immediately after the pre-proposal meeting. Attendance is not mandatory but highly recommended.

Questions are due no later than Friday, May 5<sup>th</sup>, 2017 at 12:00 p.m. (local time), at the above location. No further questions will be accepted after this date. All questions will be written and can be faxed, mailed, hand delivered, or emailed to Michael Lowe, Senior Buyer-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at [mlowe@salisbury.md](mailto:mlowe@salisbury.md).

Sealed Proposal Documents are due in the Office of the Assistant Director of Internal Services – Procurement Division, address above, Room 104, on Friday, May 19<sup>th</sup>, 2017 at 2:30 p.m. (local time), at which time and place they will be publicly opened and only the names of vendors read aloud. No late Completed Proposal Documents (“CPD”) will be accepted; late CPD’s will be returned unopened.

All Minority Business Enterprise Vendors are encouraged to compete for award of said Services.

Jennifer L. Miller  
Assistant Director of Internal Services-Procurement Division  
City of Salisbury, Maryland

## TABLE OF CONTENTS

### ADVERTISEMENT

<b>SECTION I: INTRODUCTION</b>		<b><u>PAGE #s</u></b>
1	PURPOSE .....	5
2	CLARIFICATION OF TERMS .....	5
3	QUESTIONS AND INQUIRIES .....	5
4	FILLING OUT PROPOSAL DOCUMENTS .....	5
5	SUBMISSION OF PROPOSAL DOCUMENTS .....	6
6	OPENING OF PROPOSAL DOCUMENTS .....	6
7	ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS .....	6
8	NOTICE TO VENDORS .....	7
 <b>SECTION II: GENERAL INFORMATION</b>		
1	ECONOMY OF PROPOSAL .....	8
2	RESPONSIBILITIES OF THE VENDOR .....	8
3	PROPRIETARY INFORMATION OR TRADE SECRETS .....	8
4	OWNERSHIP OF MATERIALS .....	8
5	CONTRACT AWARD .....	9
6	AUDIT .....	9
7	KEY PERSONNEL .....	9
8	NONPERFORMANCE .....	10
9	ASSIGNMENT .....	10
10	MODIFICATION OR WITHDRAWAL OF PROPOSAL .....	10
11	DEFAULT .....	10
12	COLLUSION/FINANCIAL BENEFIT .....	10
13	TAX EXEMPTION .....	11
14	EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION .....	11
15	INDEMNITY .....	11
16	STATUS OF VENDOR .....	11
17	APPLICABLE LAWS .....	11
18	SUSPENSION OR TERMINATION FOR CONVENIENCE .....	12
19	CONTRACT CHANGES .....	12
20	ADDENDUM .....	13
21	DEBARMENT .....	13
22	INSURANCE REQUIREMENTS .....	13
 <b>SECTION III: SCOPE OF SERVICES</b>		
1	PROJECT DESCRIPTION .....	15
2	SCOPE OF WORK .....	15
3	MORE INFORMATION .....	15
 <b>SECTION IV: EXPERIENCE, STAFFING AND QUALIFICATIONS</b>		
1	EXPERIENCE, STAFFING AND QUALIFICATIONS .....	17

**SECTION V: EVALUATION AND SELECTION PROCESS**

1	EVALUATION .....	18
---	------------------	----

**SECTION VI: FORM OF PROPOSAL**

1	FORM OF PROPOSAL.....	19
2	REFERENCES .....	20
3	EXCEPTIONS AND ADDENDA.....	21
4	OWNERSHIP DISCLOSURE FORM .....	22
5	AFFIDAVIT OF QUALIFICATION TO BID .....	24
6	NON-COLLUSIVE AFFIDAVIT .....	25

**ATTACHMENT 1-** CONCEPTUAL DRAWING OF NEW GATEWAY SIGNS

**ATTACHMENT 2-** MAP OF PROPOSED LOCATION OF NEW GATEWAY SIGNS

## SECTION I: INTRODUCTION

### 1. PURPOSE

- A. The City of Salisbury is seeking proposals from experienced and qualified firms to design, fabricate and install Gateway signs at two (2) locations within the City of Salisbury.

### 2. CLARIFICATION OF TERMS

- A. Professional firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

### 3. QUESTIONS AND INQUIRIES

- A. Questions regarding the Proposal Documents or procedures should be referred to Michael Lowe, Senior Buyer-Procurement Division, 125 N. Division Street, Room 104, Salisbury Maryland 21801, during normal business hours, or by fax at 410-548-3192, or by email at [mlowe@salisbury.md](mailto:mlowe@salisbury.md).
- B. Copies of the Proposal Documents are available in the Office of the Assistant Director of Internal Services-Procurement Division, 125 North Division Street, Room 104, Salisbury, Maryland 21801 or by calling (410) 548-3190 during normal business hours, or via our web site, [mlowe@salisbury.md](mailto:mlowe@salisbury.md) ; Information Center; BIDS & RFPs.

### 4. FILLING OUT PROPOSAL DOCUMENTS

- A. Use only forms supplied by the City of Salisbury ("City").
- B. Submit one unbound original and three (3) bound copies of completed Proposal Documents.
- C. Proposals should be tab-sequenced as follows: (1) Cover letter, (2) Scope of Services/Project Understanding/ Project Approach/ Time Schedule, (3) Qualifications/ Standard Form 330, (4) Form of Proposal and signed addenda.
- D. All blanks on the Proposal Documents will need to be filled in electronically or manually in ink.
- E. Where so indicated by the make up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
- F. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
- G. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
- H. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
- I. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the City.

## 5. SUBMISSION OF PROPOSAL DOCUMENTS

- A. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Assistant Director of Internal Services–Procurement Division and will be identified with the project name and the Vendor’s name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED PROPOSAL DOCUMENTS ENCLOSED” on the face thereof.
- B. Proposal Documents will be deposited at the designated location prior to the time and date for receipt of Proposal Documents as indicated in the Advertisement or Request for Proposal, or any extension made by Addendum. Proposal Documents received after the time and date for receipt will be returned unopened.
- C. Vendor will assume full responsibility for taking whatever measures necessary to ensure that the Proposal Documents reach the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of Proposal Documents. The City will NOT BE RESPONSIBLE for any Proposal Document delayed in the postal or other delivery service nor any late Proposal Document, amendment, or request for withdrawal of Proposal Document, received after the Proposal Document submission date.
- D. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor’s own risk.
- E. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
- F. ALL MINORITY BUSINESS ENTERPRISE VENDORS ARE ENCOURAGED TO PARTICIPATE.
- G. All Vendor-submitted Proposal Documents will be valid for a minimum of ninety (90) days from the date of Proposal Document opening.

## 6. OPENING OF PROPOSAL DOCUMENTS

- A. Proposal Documents received on time will be opened publicly and only the vendor’s names will be read aloud for the record.
- B. The Contract will be awarded or all Proposal Documents will be rejected within ninety (90) days from the date of the Proposal Document opening.

## 7. ACCEPTANCE OR REJECTION OF PROPOSAL DOCUMENTS

- A. Unless otherwise specified, the Contract will be awarded to the most RESPONSIBLE and RESPONSIVE Vendor complying with the provisions of the Proposal Documents, provided the proposal price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The City reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the City for any debt or contract.
- B. In determining a Vendor’s RESPONSIBILITY, the City may consider the following qualifications, in addition to price:

1. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
2. Character, integrity, reputation, experience, and efficiency;
3. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability;
4. Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Vendor's employment practices;
5. Evidence of adequate insurance to comply with Contract terms and conditions;
6. Statement of current work load and capacity;
7. Explanation of methods to be used in fulfilling the Contract;
8. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to perform the Services; such evidence to be supplied within a specified time and to the satisfaction of the City.

C. In determining a Vendor's RESPONSIVENESS, the City will consider whether the Proposal Documents conform in all material respects to the Request for Proposal. The City reserves the right to waive any irregularities that may be in its best interest to do so.

D. The City will have the right to reject any and all Proposal Documents, where applicable, to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Proposal Security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City will have the right to award the Contract in its own best interests.

#### 8. NOTICE TO VENDORS

A. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

**END OF SECTION**

## **SECTION II: GENERAL INFORMATION**

### **1. ECONOMY OF PROPOSAL**

A. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

### **2. RESPONSIBILITIES OF THE VENDOR**

A. The Vendor will be responsible for the professional quality and technical accuracy of their advice and other services furnished in the Proposal Documents. The Vendor will perform services with the degree of skill that is normally exercised by recognized professionals as the Standard of Care with respect to services of a similar nature.

B. Neither the City's review, approval or acceptance of, nor payment for, any of the services required under the Contract will be construed to operate as a waiver of any rights under the Contract or any cause of action arising out of the performance of the Contract, and the Vendor will be liable to the City in accordance with applicable law for all damages to the City caused by the Vendor's negligent performance of any of the services furnished under the Contract.

C. The rights of the City provided for under the Contract are in addition to any rights and remedies provided by law.

### **3. PROPRIETARY INFORMATION OR TRADE SECRETS**

A. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The City reserves the right to ask for additional clarification prior to establishing protection.

### **4. OWNERSHIP OF MATERIALS**

A. Ownership of all material and documentation originated and prepared pursuant to the Proposal Documents will belong exclusively to the City and is subject to public inspection in accordance with the Public Information Act. Trade secrets or proprietary information submitted by a Vendor in connection with a procurement transaction will not be subject to disclosure under the Public Information Act. However, the Vendor must invoke the protections of this section and be in accordance with Section 3.A.

B. All data collected, or developed, during the course of the project will be delivered to the City of Salisbury prior to the completion of the project. This data will be delivered both in its native format and in any format to which it has been transformed.

1. Geospatial data is data or information that identifies the geographic location of features and boundaries of either natural or constructed features. Spatial data is usually stored as coordinates and topology, and is data that can be mapped.

2. Tabular data (GIS) is descriptive information, usually alphanumeric, that is stored in rows and columns in a data base and can be linked to spatial data.



3. All spatial and related tabular data that is collected or developed during the course of a project will be considered the property of the City of Salisbury. A listing of all spatial and related tabular data that is expected to be collected or produced during the course of the project will be included in the Successful Vendor's contract deliverables. If the scope of this data increases or decreases, it is the responsibility of the Vendor to notify and receive written confirmation from the City of Salisbury. This data will be delivered to the City of Salisbury prior to the final invoice of any project unless this requirement has been waived. This data will be delivered in both its native format and in any format to which it has been transformed. For example: if a survey is conducted of an area and that data is then used to construct a CAD drawing or a GIS layer, The original survey data will be delivered in COGO format, The CAD data will be delivered in .dwg files and the GIS layer will be delivered in either .shp files or a geodatabase format.

5. CONTRACT AWARD

A. A written award by the City to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the City will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fifteen (15) working days of receipt of the Contract.

B. Proposal Documents and Contracts issued by the City will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all Federal, State, and Municipal laws, rules, regulations, and limitations.

C. City personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.

D. The City reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable, and professionally competent to provide the required services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise. Proprietary information from competing Vendors will not be disclosed to the public or to competitors.

E. The City may award in whole or in part to multiple vendors.

6. AUDIT

A. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five (5) years after final payment, or until audited. The City, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

7. KEY PERSONNEL

A. The personnel named in the technical Proposal Document will remain responsible throughout the period of the awarded Contract. No replacement may be made without

submission of a resume of the proposed replacement with final approval being granted by the Assistant Director of Internal Services–Procurement Division.

**8. NONPERFORMANCE**

A. The City reserves the right to inspect all operations and to withhold payment for any Services not performed or not performed in accordance with the specifications in this Proposal Document. Errors, omissions, or mistakes in performance will be corrected at no cost to the City. Failure to do so will be cause for withholding of payment for that Service. In addition, if deficiencies are not corrected in a timely manner, the City may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

**9. ASSIGNMENT**

A. Successful Vendor will not assign, transfer or subject the Contract, or its rights, title interests or obligations therein without City’s prior written approval.  
B. Violation of the terms of this paragraph will constitute a breach of Contract. All rights, title, interest and obligations of the Successful Vendor will thereupon cease and terminate.

**10. MODIFICATION OR WITHDRAWAL OF PROPOSAL**

A. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

**11. DEFAULT**

A. The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the City for cost to the City in excess of the defaulted Contract price.

**12. COLLUSION/FINANCIAL BENEFIT**

A. The Vendor certifies that its Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.  
B. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the City, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Mayor or Council, has received or has been promised, directly or indirectly, any financial benefit related to this Contract.

### 13. TAX EXEMPTION

A. The City is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Vendors doing business with the City. Vendors are responsible for State Sales Tax of real property furnished and installed or constructed for the City.

### 14. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

A. All Vendors are subject to, and must comply with, the provisions of all applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.

B. The successful Vendor will not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Vendor further agrees that this nondiscriminatory agreement will be incorporated by the Vendor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

### 15. INDEMNITY

A. The Successful Vendor agrees to indemnify, defend, and hold harmless the City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Vendor's operations under the Contract, whether such operations be by the Vendor or by any subcontractor or by anyone directly or indirectly employed by either the Vendor or subcontractor.

B. Vendor further agrees to furnish adequate protection against damage(s) as a result of the Vendor's and Vendor's subcontractors' negligence in providing the Services under this Contract.

### 16. STATUS OF VENDOR

A. The Vendor will be responsible to the City for acts and omissions of their employees, subcontractors, and their agents and employees, and other persons performing portions of the Services under the Contract or other arrangement with the Vendor.

B. It is understood that the relationship of Vendor to the City will be that of an "Independent Contractor." Nothing contained herein will be deemed or construed to (1) make the Vendor the agent, servant, or employee of the City, or (2) create any partnership, joint venture, or other association between the City and the Vendor.

### 17. APPLICABLE LAWS

A. Vendor will observe and comply with all applicable Federal, State, and local laws and regulations in the performance of the Contract. The Contract will be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder will be determined in accordance with such laws.

## 18. SUSPENSION OR TERMINATION FOR CONVENIENCE

- A. The City will have the right, at any time by written notice, for its convenience, to suspend the Services under the Contract for such time as may be determined by the City to be necessary or desirable up to ninety (90) days, unless a longer time is agreed upon in writing by both parties; and thereafter, to require resumption of the whole or any part of the Services without invalidating the provisions of the Contract.
- B. The City will have the right, at any time by written notice, for its convenience, to terminate the Services in whole or in part.
- C. Any notice issued pursuant to Sections 18.A and/or 18.B will state the extent and effective date of such notice. Except as otherwise directed, the Vendor will stop Services on the date of receipt of the Notice of Termination or other date specified in the notice; nor place further orders or subcontracts for materials, services, or facilities, except as necessary for the completion of such portion of the Services not terminated.
- D. The Vendor, within thirty (30) days of the Notice of Termination, will submit a final invoice reflecting Services actually furnished pursuant to the Contract to the satisfaction of the City and for which no previous invoice was submitted to the City.
- E. In the event of a termination, pursuant to Section 18.B, the City will pay the Vendor's expenses verified by final invoice as set forth in Section 18.D for the following:
  - 1. Completed and acceptable Services executed in accordance with the Contract prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such Services;
  - 2. Expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials, or equipment as required by the Contract in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit.
- F. The Vendor will not be paid on account of loss of anticipated profits or revenues or for Services not completed prior to the date of termination of the Contract.

## 19. CONTRACT CHANGES

- A. NO CLAIMS may be made by anyone that the scope of the project or that the Vendor's Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) UNLESS such changes or adjustments have been made by an approved WRITTEN AMENDMENT (Change Order) to the Contract signed by the Assistant Director of Internal Services-Procurement Division (and the City Council, if required), prior to additional Services being initiated. Extra Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the City.
- B. NO ORAL conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any City employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Assistant Director of Internal Services-Procurement Division (with City Council approval, if required) will be honored or valid.
- C. If any Change Order in the Services results in a reduction in the Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Services that are eliminated.

D. No inspection, or any failure to inspect, at any time or place, will relieve the Vendor from its obligation to perform all the Services strictly in accordance with the requirements of the specifications of the Contract. The City's Project Representatives (construction inspectors) are NOT authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of Services, nor to issue instruction contrary to the drawings and specifications of the Contract.

## 20. ADDENDUM

A. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services, Procurement Division, Government Office Building, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of Proposal Documents.

B. Any and all interpretations, corrections, revisions, and amendments will be issued by the Department of Internal Services-Procurement Division to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any City employee that materially change any portion of the Proposal Documents will not be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.

C. All addenda will be issued so as to be received at least five (5) days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.

D. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the City intends to issue an amendment reflecting an oral statement made by any employee, contact Jennifer L. Miller, Assistant Director of Internal Services–Procurement Division, at 410-548-3190 during normal business hours.

E. The Assistant Director of Internal Services–Procurement Division, reserves the right to postpone the Proposal Document opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

## 21. DEBARMENT

A. By submitting the proposal, the vendor warrants and certifies that he is eligible to submit a proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department agency.

## 22. INSURANCE REQUIREMENTS

A. Unless otherwise required by Special Conditions for the Proposal Documents, if a Contract is awarded, the Successful Vendor will be required to purchase and maintain during the life of the Contract the following types and amounts of insurance (at minimum).

1. Commercial General Liability: \$1,000,000 (One million dollars) per occurrence \$3,000,000 (Three million dollars) aggregate for bodily injury and property damage.
2. Commercial Automobile: \$1,000,000 (one million dollars) combined single limit per accident for bodily injury and property damage. Including hired, non-ownership coverage and owned vehicle coverage if company owns a vehicle.
3. The Vendors will provide the City with certificates of insurance evidencing the coverage required above. Such certificates will provide that the City be given at least thirty (30) days prior written notice of cancellation of, intention to not renew, or material change in such coverage. Vendor must provide certificates of insurance before commencing Services in conjunction with the Contract.
  - a. ON ALL LIABILITY INSURANCE POLICIES, CITY, ITS EMPLOYEES, AND OFFICERS MUST BE NAMED AS ADDITIONAL INSURED, AND INSURANCE CERTIFICATES FURNISHED TO THE CITY WILL INDICATE SUCH COVERAGE.
  - b. THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE VENDOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE VENDOR IN THE AWARDED CONTRACT, OR FOR WHICH THE VENDOR MAY BE LIABLE BY LAW OR OTHERWISE.
  - c. Failure to provide and continue in force such insurance as required above, will be deemed a material breach of the Contract, will cause the Vendor to be in DEFAULT, and will operate as an immediate termination thereof. The City reserves the right to require higher limits on any Contract. A 30-day notice in writing of cancellation or non-renewal will be furnished by certified mail to the Assistant Director of Internal Services–Procurement Division at the address listed in solicitation. The Vendor agrees to be responsible for, indemnify, defend, and hold harmless the City, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen in connection with and during the performance of the Contract including, but not limited to, claims under the Worker’s Compensation Act.

## **END OF SECTION**

## **SECTION III: SCOPE OF SERVICES**

### **1. PROJECT DESCRIPTION**

- A. The City of Salisbury is seeking qualified Vendors to design, fabricate and install Gateway signs at two (2) locations within the City of Salisbury. The new Gateway signs will replace existing Welcome to Salisbury signs and will be located in the same general vicinity as the existing signs.
- B. The sign locations are in the median of Route 50 on the west side of the intersection of Hobbs Road, and in the median of Route 13 on the south side of Tony Tank Branch. Note that the existing sign on Route 50 has been removed.
- C. Conceptual drawings of the signs are attached to this RFP. Concepts envision the signs to be between 12 and 14 feet tall and for the signs to have a total width of 24 feet.

### **2. SCOPE OF WORK**

- A. Using the conceptual drawings prepared by the City, develop three (3) design concepts for each location and develop the concepts to a 30% level.
- B. The 30% design concepts should include a rendering, materials list and budget estimate.
- C. After review of the 30% design, the City will select one sign for each location. Prepare 90% and final documents for each sign. Submit the 90% design to the City for review before initiating to final design. Submit the final design to the City for review before fabricating the sign.
- D. Design of the signs shall include all aspects necessary to fabricate and install the signs including the foundation, materials and up lighting.
- E. Each sign shall have up lighting. Solar panels are an acceptable option for lighting. If an electric service is to be provided for the lighting the Successful Vendor shall coordinate with the electric company to establish service. The City does not have an electric service at either sign location.
- F. Sign renderings shall include color selections.
- G. The City requests that durability of the sign components be considered when selecting materials.
- H. The City will apply for permits from State Highway Administration and the Planning & Zoning Department, as needed. Any other permits are the responsibility of the Successful Vendor.
- I. Include four (4) meetings and/or presentations with the City staff, and/or City Council including a kickoff meeting and design review meeting.

### **3. MORE INFORMATION**

- A. The City's budget for the above-mentioned scope of work is \$80,000.
- B. All three concepts including designs, all presentations, fabrication and installation services must be within the budgeted amount.
  - 1. Item 100. on the Form of Proposal should include costs for submittal of three (3) concepts to the 30% design level for each location, final selected concept or concepts to the 90% design level, final design and four (4) meetings and/or presentations with the City staff, and/or City Council including a kickoff meeting and design review meeting.

C. The Schedule for this project is to have the installation of the signs completed within eight (8) months after the date of the Notice to Proceed.

D. Two additional Gateway signs have been proposed in the City of Salisbury FY18 budget. Should this funding be approved, the City may, in its sole discretion, choose to award this additional work to the Successful Vendor for RFP 13-17.

## **END OF SECTION**



## **SECTION IV: EXPERIENCE, STAFFING AND QUALIFICATIONS**

### **1. EXPERIENCE, STAFFING AND QUALIFICATIONS**

A. Provide a current Standard Form 330, and any other additional information that will document the Vendor's qualifications and ability to provide the required services.

B. Include five (5) recent examples of completed projects, similar in nature to this RFP. Include the name and telephone number of the client contact for each project. Examples should be of the same type of work as requested within this Proposal Document. Recent examples should be projects performed within the past five (5) years.

**END OF SECTION**

## SECTION V: EVALUATION AND SELECTION PROCESS

### 1. EVALUATION

A. Proposals will be evaluated using the following criteria:

<u>Weighting Factor</u>	<u>Criterion</u>
35%	Expertise, experience, and qualifications of the Vendor as related to the Scope of Work, including successful related experience and relevant project references.
35%	Ability to complete the scope within the allotted budget and overall price estimate of project.
30%	Ability to complete the scope within the requested schedule.

A. Each Vendor will be rated for each criterion on a scale of zero to four as described below:

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

B. A Vendor's final grade will be the sum of each criterion's rating multiplied by the weighting factor listed above.

**THIS AND PRECEDING SECTIONS DO NOT NEED  
TO BE RETURNED WITH SUBMITTAL.**

**END OF SECTION**

## FORM OF PROPOSAL

Date \_\_\_\_\_

To Whom It May Concern:

We hereby submit our Proposal Documents for "Gateway Sign Design and Installation" as indicated in the Proposal Documents.

Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Contract. All lump sum fees quoted are on a not-to-exceed basis and includes all labor, materials, subcontractors, and expenses.

ITEM	TASKS	LUMP SUM FEE
100.	Lump sum cost to provide three (3) design concepts at the 30% level for each location including renderings, materials list, design of selected sign or signs to the 90% level, final design of selection or selections and all required meetings requested.	\$

Item 101: \_\_\_\_\_  
Written

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

## REFERENCES

List five (5) references for projects successfully completed in the last five (5) years. References should also include the local government point of contact in each community/project referenced as well as other key organizations which are familiar with this project.

Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Dates of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	
Type of Project:	
Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Date of Project Completion:	
Local Gov't Contact for Project:	
Key Organization Contact:	

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

## EXCEPTIONS AND ADDENDA

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Proposal Document covers all items as specified.

### EXCEPTIONS:

(If none, write NONE) \_\_\_\_\_

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

Number/Date/Initials

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

## OWNERSHIP DISCLOSURE FORM

**COMPANY NAME:** \_\_\_\_\_

**TYPE OF COMPANY (circle one):**

**ADDRESS:** \_\_\_\_\_

\*Sole Proprietorship

\_\_\_\_\_

\*Partnership

\_\_\_\_\_

\*Corporation

**FEIN#:** \_\_\_\_\_

\*Limited Liability Corporation

**INSTRUCTIONS:** Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**INSTRUCTIONS:** Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## OWNERSHIP DISCLOSURE FORM – cont'd

### COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	_____

**CERTIFICATION:** I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that the City of Salisbury is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Salisbury to notify the City in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with the City of Salisbury and the City at its option, may declare any contract(s) resulting from this certification void and unenforceable.

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**AFFIX CORPORATE SEAL HERE**

## CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, \_\_\_\_\_ am the \_\_\_\_\_  
(Printed Name) (Title)

and the duly authorized representative of the Vendor of  
\_\_\_\_\_ whose address is  
(Name of corporation)

\_\_\_\_\_

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State 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 or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to the City, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature



## NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Vendor that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness (Print Name)

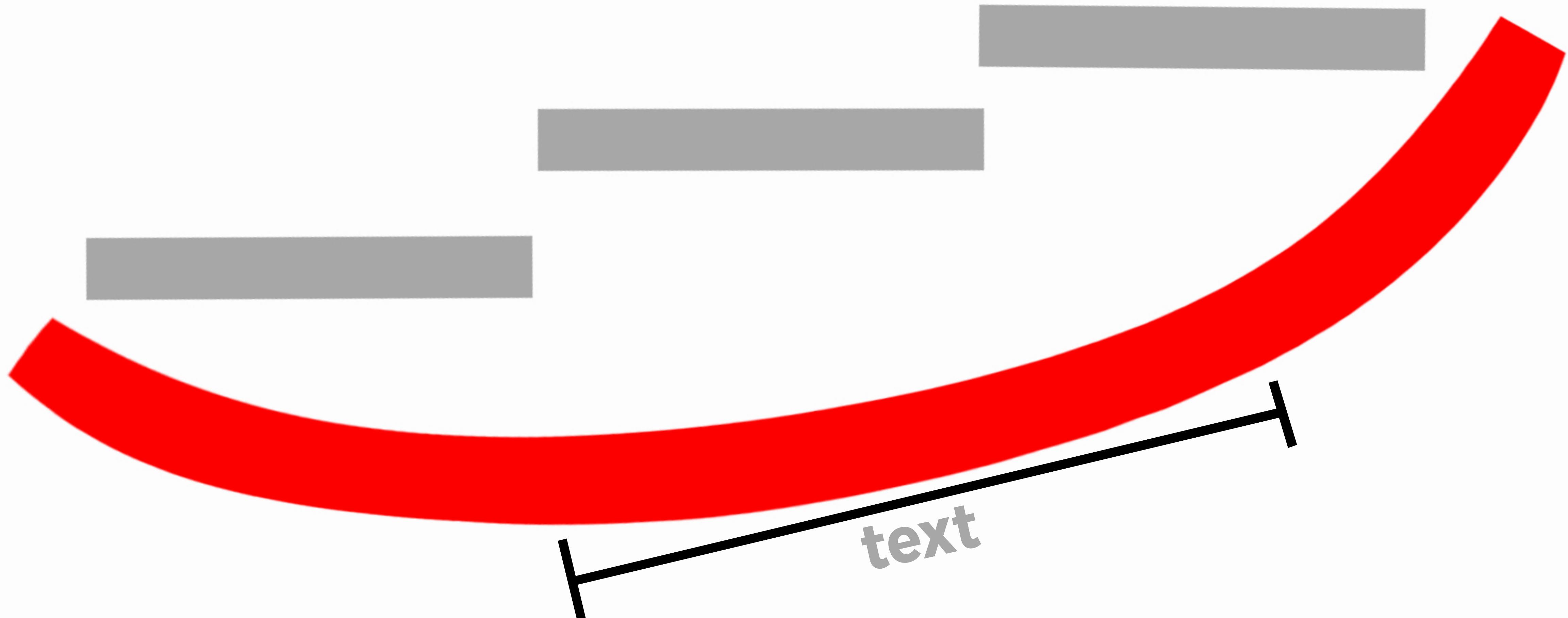
\_\_\_\_\_  
Witness (Signature)



# SBY

Welcome to Salisbury, Maryland  
Capital of the Eastern Shore





**Top-Down**

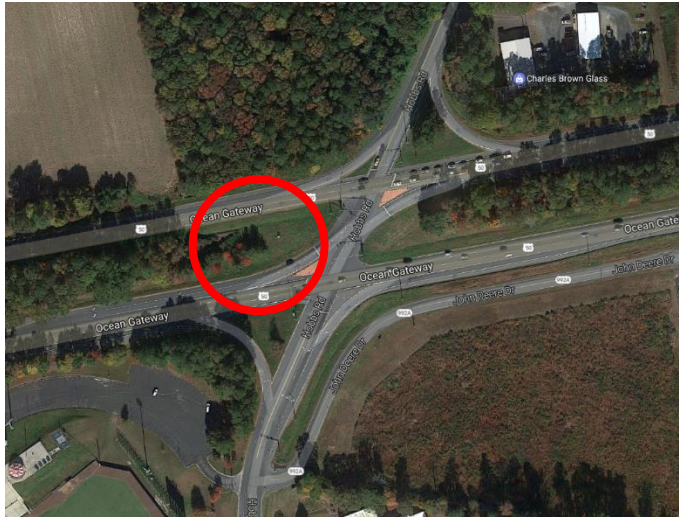


# City of Salisbury

Jacob R. Day, Mayor

## Gateway Sign locations:

### East side of Salisbury



### South side of Salisbury

