

REQUEST FOR PROPOSALS

NO. 2022-022

Annual Financial Audit Services

Solicitation Issued: 12/22/2021

Proposals Due: 2/9/2022 **Time:** 2:00 PM

Proposals Submitted To: Proposals must be submitted by email

to: 2022-022RFP@gaitthersburgmd.gov

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1. Definitions

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

Offeror: "Offeror" means any Person submitting a Proposal in response to this Solicitation.

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

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

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

Contractor: "Contractor" means the Offeror awarded the Contract.

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

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

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

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

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

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

Solicitation: "Solicitation" means Request for Proposals.

Submission Deadline: "Submission Deadline" means the date and time, specified in Section 3.1 of this Solicitation, by which all Proposals shall be submitted to

2. Introduction and Notices to Offerors

2.1. INTRODUCTION

The City is seeking Proposals from qualified certified public accountants (CPAs) to conduct a financial statement audit and a single audit for the City of Gaithersburg for each of the next five (5) fiscal years ending June 30, 2022 through June 30, 2026.

The City's financial statements must be completed in time to meet the State of Maryland's reporting deadline of October 31, annually.

2.2. MINIMUM QUALIFICATIONS OF OFFERORS

Notwithstanding any of the qualifications specified in any other section of this Solicitation, the Offeror shall meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- A. The Offeror shall have a minimum of eight (8) years' experience providing audit services to state and local government entities similar to the City of Gaithersburg.
- B. The Offeror shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.
- C. The proposed Principal and audit manager must possess active CPA licenses.

2.3. CITY PROFILE

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 <https://www.gaithersburgmd.gov/about-us/mission-vision-guiding-principles>.

2.4. DISCLAIMER

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

2.5. ACCEPTANCE

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

2.6. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the City may be incomplete or incorrect. The City assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the City. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

2.7. RESTRICTED DISCUSSIONS

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

2.8. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

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

2.9. ADA REQUIREMENTS

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

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:	December 22, 2021	N/A
B. Pre-Submission Meeting:	January 10, 2022	At 10:00am
C. Bidder Questions Due in Writing:	January 14, 2022	by 2:00pm
D. City's Answers to Questions Issued:	January 25, 2022	by 5:00 PM
E. Submission Deadline:	February 9, 2022	at 2:00pm

3.2. PRE-SUBMISSION MEETING

There will be a virtual Pre-Submission Meeting via GoToMeeting accessible by computer, tablet or smartphone. Log on to <https://global.gotomeeting.com/join/760586469> or call +1(571)317-3112; Access Code 760-586-469. Attendance of the Pre-Submission Meeting is not mandatory but is strongly encouraged. Offerors are expected to have a copy of all the Solicitation Documents available for reference.

3.3. SUBMISSION OF OFFEROR QUESTIONS

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

3.4. CITY'S ANSWERS TO OFFEROR QUESTIONS

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

4. Proposal Preparation and Submission Instructions

4.1. PROPOSAL PREPARATION

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

A. Executive Summary

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

B. Table of Contents

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

C. Understanding the Requirements and Ability to Meet

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

D. Audit Approach and Methodology

This section of the Proposal shall describe the strategy used to conduct the audit, the proposed work plan for the engagement, timeline, and management plan.

I. Work Plan

- a. Identify and describe all major phases of the engagement;
- b. Describe the audit approach, fieldwork, and testing methodology;
- c. Provide information on any specialized audit tools or resources that are used;
- d. Describe the proposed method to be taken to understand and document the City's internal control structure;
- e. Identify practices used for entrance, exit conferences, and status meetings;
- f. Describe typical processes used for communication with the City's governing body including estimated timing for any required meetings;
- g. Identify processes used for issuing reports and Management Letter, communicating weaknesses noted in the accounting, internal control, and information technology systems and other meetings that will be required.

II. The Timeline

- a. Describe the scheduling, timing, and staffing plan for each major phase of the audit, including the number of hours allocated by staff level; and
- b. Identify the audit timeline including deliverable dates

III. The Management Plan

- a. Describe how the Offeror will manage and control all proposed tasks under the Work Plan and Timeline;
- b. Identify how the Offeror expects to use City staff to facilitate the work, being sure to differentiate between the responsibilities of the Offeror and the responsibilities of the City;
- c. Explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is performed properly and in accordance with the Work Plan and Timeline;

- d. Identify any anticipated obstacles, including problems or concerns with the Scope of Services and propose solutions to such obstacles; and
- e. Describe the anticipated location for the work (on-site or remote).

E. Firm Experience and Capabilities

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

- I. Summarize the organizational structure and size of the business and provide the business's date of organization and current principal place of business.
- II. Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this Solicitation.
- III. Describe the business's experience with similar projects for state and local governments.
- IV. Indicate whether the company has an organized practice addressing the requested scope of services, who formally heads such practice, and where the person is located.
- V. Describe any local office(s) that will service the City, including size, services, area covered, and principal contact person and experience with auditing local government and grants;
- VI. Describe the firm's current workload, including the capacity of the local office to comply with the requirements of the first engagement period and potential subsequent periods, including ensuring deliverables are completed in accordance with required deadlines;
- VII. Describe the firm's involvement with government specific organizations and other industry involvement in organizations such as: GFOA, Maryland GFOA, the Government Audit Quality Center, Association of Government Accountants, etc.

F. Staff Qualifications, Experience and Capabilities

- I. This section of the Proposal shall address the qualifications of staff assigned by the Offeror to the proposed project. The Offeror shall: (i) describe the number and nature of professional staff to be employed in this engagement; (ii) describe the role and responsibilities for all such persons; and (iii) provide a complete resume or a detailed description of each person's education, functional discipline, professional experience, and length of time employed by the Offeror.
- II. In addition, the Offeror shall clearly state if it intends to subcontract any of the proposed work and, if so, provide the names and qualifications of all such subcontractors. The Offeror shall assume full responsibility and liability for any and all work performed by a subcontractor.

G. Financial Wellness

This section of the Proposal shall include a letter from a financial institution that attests whether the Offeror maintains account(s) in good standing and is financially responsible to provide the Services. Alternatively, the Offeror may submit a copy of its audited financial statements for the most recent year of operations.

H. **References**

This section of the Proposal shall include the contact information for a minimum of three (3) clients that the Offeror wishes to provide as a reference. References shall be for projects where the firm provided services similar in size and scope to the Services under this Solicitation. For each reference, the Offeror shall provide a company's name and address, a company representative's name, telephone number and e-mail address, and a description of the services provided. Within the description indicate if the clients prepare their own financial statements, if the clients issue an ACFR, and whether a single audit is performed or not.

I. **Required Forms**

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

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

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

J. **Pricing**

This section of the Proposal shall include the Offeror's proposed pricing for the Services, as follows:

I. Pricing must be provided as shown on the Pricing Worksheet, which is included as Attachment B. This shall include:

- Pricing for each item under scope of services for the base year and each subsequent year; and
- Position title and corresponding hourly rates for audit team members, should the City need to add additional services.

II. Pricing must be an all-inclusive fixed fee for each year, and include travel, printing, and all out-of-pocket costs.

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 2022-022RFP@gaitthersburgmd.gov. The Proposal shall be a single file (all documents combined into one document) in portable document format (PDF). Proposals not received by the Submission Deadline shall be deemed non-responsive.

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

C. 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 in Section 4.2.A above. Any and all Proposals submitted not in compliance with this Section shall be rejected as non-responsive and be removed from consideration.

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. Understanding the Requirements and Ability to Meet (15 points)
- B. Audit Approach and Methodology (25 points)
- C. Firm Experience and Capabilities (10 points)
- D. Staff Qualifications, Experience and Capabilities (15 points)
- E. References (10 points)
- F. Pricing (25 points)

5.4. SELECTION PROCESS

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

A. Review for Responsiveness

The Procurement Division 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 Procurement Manager 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.

6. Solicitation and Contract Terms and Conditions

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

6.1. HEADINGS

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

6.2. ACCEPTANCE AND REJECTION OF PROPOSALS

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

6.3. ACCURATE INFORMATION

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

6.4. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Offeror to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

6.5. ALTERNATE PROPOSALS

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

6.6. BINDING PROPOSAL

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

6.7. CONFIDENTIALITY

A. The City agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the City the

information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

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

6.8. CONTRACT AWARD

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

6.9. ERRORS IN PROPOSALS

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

6.10. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

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

6.11. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 4.2 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or 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.

6.12. MODIFICATIONS TO PROPOSALS

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

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

6.13. RETURN OF BID BONDS

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by the City until the Contract is executed or until such time that an Offeror requests its Proposal to be withdrawn in accordance with Section 6.6 (Binding Proposal) of this Solicitation. The City shall immediately return the bid bond of any Offeror whose Proposal is deemed by the City to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by the City.

6.14. OPTIONAL GOODS AND/OR SERVICES

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

6.15. SOLICITATION DOCUMENTS

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

6.16. SOLICITATION PROTEST

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

6.17. USE OF BROKER

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

6.18. ASSIGNMENT OF THE CONTRACT

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

6.19. CHANGES IN GOODS AND/OR SERVICES

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

6.20. CONTRACT DISPUTES

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

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager.
- B. The City Manager must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.
- C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the City Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.

- D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

6.21. DISSEMINATION OF DATA

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

6.22. EMPLOYMENT AS INDEPENDENT CONTRACTOR

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

6.23. ETHICS LAWS AND REQUIREMENTS

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

6.24. FORCE MAJEURE

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

6.25. GOVERNING LAW

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

6.26. IMMIGRATION REFORM AND CONTROL ACT

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

individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

6.27. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

6.28. INDEMNIFICATION

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

B. In the event of litigation between the City and the Contractor arising under, related to, or in connection with the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party at the arbitration, trial and/or appellate levels

6.29. LAWS AND REGULATIONS

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

6.30. NO LIENS

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

6.31. NO WAIVER

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

6.32. NONEXCLUSIVE

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

6.33. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
- I. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender identity, genetic testing, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender identity, genetic testing, disability, age marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender identity, genetic testing, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the City or its officials or employees, and the Contractor may be declared ineligible for further contracts with the City.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

6.34. OWNERSHIP OF MATERIALS

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

6.35. PATENTS

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

6.36. INVOICES, PAYMENT TERMS AND TAXES

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

- A. Original invoices shall include at a minimum, the Contractor’s name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to: City of Gaithersburg, Accounts Payable Division, 31 South Summit Avenue, Gaithersburg, Maryland 20877.
- B. The City’s standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past due may be subject to incurred interest not to exceed one percent (1%) per month.
- C. The City is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Contractor for any such taxes.

6.37. RECORDS

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

6.38. SUBCONTRACTORS

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

6.39. SURVIVAL

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

6.40. TERMINATION

A. Termination for Cause

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

B. Termination for Convenience

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

C. Termination for Non-Appropriation of Funds

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

7. Special Terms and Conditions

7.1. INSURANCE

- A. The Contractor shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
 - I. Comprehensive commercial general liability insurance in an amount not less than 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 no less than one million dollars (\$1,000,000).
- B. The City shall be named as an additional insured under the comprehensive commercial general liability policy, and shall receive at least thirty (30) days written notice of any cancellation of that policy, such that any cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- C. Prior to the execution of the Contract, the Contractor shall provide the City with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the City as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the City with a written notice of any cancellation of the insurance and that such cancellation shall not be effective with respect to the City for thirty (30) days after such written notice is given.
- D. The Contractor shall also immediately notify the City in writing with a copy of any written notice from the Contractor's insurers of any cancellation or adverse material change in that policy. The Contractor acknowledges and agrees that its failure to provide the City with such notice, a certificate of insurance and/or the failure by the City to demand the delivery of said notice or insurance certificate shall not operate or be deemed to operate as a waiver of the notice, insurance and associated endorsements required under this provision, and the Contractor shall indemnify, defend and hold the City harmless from any liability arising as a result of any such failure(s).

7.2. PAYMENTS

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

8. Project Information and Scope of Work

8.1. BACKGROUND

- A. **Reporting Entity** - For financial reporting purposes, the reporting entity consists solely of the primary government, which in FY21 included six funds. Three of these funds are considered to be major funds: the General Fund, CIP Fund, and the Stormwater Management Fund. Three of these funds are considered to be non-major funds: the Forest Conservation Fund, the Asset Replacement Fund, and the Housing Program Fund. The City is a debt free municipality and operates on a pay-as-you-go philosophy.

The City has prepared an Annual Comprehensive Financial Report (ACFR), which has received the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the last 43 years. The City's FY21 ACFR can be found at the following website:

<https://www.gaithersburgmd.gov/government/departments/finance-and-administration>

The City received a Single Audit in FY21. Prior to that, the City did not require a Single Audit for several years. Due to funding received from the American Rescue Plan Act (ARPA), the City anticipates it will require a single audit for FY22 and FY23. The majority of federal funding will be from ARPA with additional federal funding coming from Community Development Block Grant (CDBG) funds.

The City adopts an annual budget for the General Fund, which is adopted in accordance with GAAP, except for the inclusion of encumbrance accounting. All encumbrances open at yearend are reported as expenditures when opened for budgetary purposes. The City's budget received GFOA's Distinguished Budget Presentation Award for the past 20 years. The City's FY22 budget can be found at the following website:

<https://www.gaithersburgmd.gov/government/budget-strategic-planning>.

- B. **City Staff** - The City is committed to quality financial reporting, maintaining adequate systems of internal control and proper stewardship of public funds. The Contractor's primary contacts at the City will be the Director of Finance and Administration and the Comptroller. The City's Finance Department includes two CPAs and is comprised of the following staff:

- Director of Finance and Administration
- Comptroller
- Chief Accountant
- Accountant II
- Accounting Specialist
- Payroll Coordinator
- Senior Accounting Technician
- Administrative Assistant II
- Budget Manager
- Procurement Manager
- Procurement Specialist

- C. **Software/Systems** - The City uses Munis as its general ledger accounting system, Kronos for timekeeping and ADP for payroll processing. Cash receipting is completed through Munis for general City receipts, Energov for permits, and Active.Net for parks, recreation and culture.

All accounts payable invoices and manual journal entries are stored electronically within the Munis system. The Contractor will be provided inquiry access and basic instructions on utilizing the Munis system in order to review invoices and journal entries within the system.

8.2. **SCOPE OF WORK AND DELIVERABLES**

The Contractor shall perform the following Scope of Work in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States for years ending June 30, 2022 through June 30, 2026:

- A. **Financial Statement Audit:** Audit the City's Annual Comprehensive Financial Report.
 - I. Audit the City's Annual Comprehensive Financial Report, wherein the basic financial statements are expected to include the governmental activities; each major fund and the remaining aggregate fund information; and the respective changes in the budgetary comparison for the General Fund and any major Special Revenue Funds, if applicable.
 - II. Prepare an Independent Auditor's Report to express an opinion on the basic financial statements.
- B. **Single Audit:** In years when the City's federal expenditures exceed the threshold set by OMB Uniform Grant Guidance, audit the City's report on federal awards; complete the data collection form and prepare Independent Auditor's Reports on the City's compliance and internal control over financial reporting based on an audit of financial statements compliance with requirements applicable to each major program, internal control over compliance and schedule of expenditures of federal awards in accordance with OMB Uniform Grant Guidance; status of prior year findings and questioned costs; and current year schedule of findings and questioned costs, if applicable.
- C. **Maryland State Uniform Financial Report (UFR):** prepare the City's uniform financial report, transmit completed forms as required, and file the City's ACFR with the State.
- D. **Presentation:** Present the auditor's report to the Mayor and City Council once annually.
- E. **Copies:** Provide up to 25 bound, hard copies and one electronic copy of the following:
 - Completed Annual Comprehensive Financial Report (ACFR)
 - Completed single audit report package, as described above
 - Management letter
 - Internal Control letter
 - Communication with Those Charged with Governance
- F. **Optional - Preparation of financials:** Prepare an Annual Comprehensive Financial Report that includes basic financial statements, notes, required supplementary information; and other supplementary information, and meets the minimum qualifications to receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

8.3. DELIVERABLES AND TIMING

- A. All fieldwork dates should be proposed by the Contractor no later than April 1 each year and will need to coordinate with City vacation and conference schedules.
- B. Interim fieldwork, including preliminary IT fieldwork, should be completed by June 30 each year.
- C. In order to meet the above deadlines the City anticipates being ready for final audit fieldwork beginning the second full week in September. All work papers requested at least three weeks in advance of preliminary and final fieldwork will be provided electronically to the Contractor upon arrival, excluding those which are maintained in paper format, such as cash receipts and certain payroll files.
- D. The City will prepare all parts of the ACFR for audit no later than October 15, unless the optional task of having the contractor prepare the financials is selected. If the optional task of ACFR preparation is deemed necessary and selected by the City, the City will prepare the introductory and statistical sections, and management's discussion and analysis within ten days of receiving the draft ACFR.
- E. If the City opts to have the Offeror prepare the Annual Comprehensive Financial Report, a draft shall be provided to the City no later than October 10 and a final version no later than October 26.
- F. The Contractor shall prepare the Maryland State Uniform Financial Report (UFR) electronically for filing by October 26.
- G. The City's ACFR is required to be submitted to the State of Maryland no later than October 31, annually. The Contractor will be responsible for filing the City's ACFR with the State and providing documentary evidence of such filing prior to the deadline.
- H. In years when a Single Audit is required based on Federal OMB Uniform Grant Guidance thresholds, the Single Audit Report, including any accompanying letters, must be provided to the City by November 15.
- I. The partner on the audit engagement will present the auditor's report to the Mayor and Council on an annual basis. The City's governing body meets at regular sessions on the first and third Mondays of each month. The Contractor should be prepared to present at one of the meetings in November or December.

9. Attachments and Exhibits

ATTACHMENT A



City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

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

Signature Title Date

Printed Name



City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

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

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

I HEREBY AFFIRM THAT:

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

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

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

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

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

Affidavit of Qualification to Propose

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

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

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

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

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

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

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

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

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

Conflict of Interest Certification

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____
Printed Name



City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

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

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

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

Yes / No

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

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

LIENS

Does your entity have any outstanding mechanics liens?

Yes / No

If yes, please explain: _____

Does your entity have any outstanding tax liens?

Yes / No:

If yes, please explain: _____

Signature Title Date

Printed Name



City of Gaithersburg

Proposal Submission Certification

Solicitation No. _____

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

Name of Entity: _____

Contact Person: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

PROPOSAL SUBMISSION CERTIFICATION

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

Signature

Witness

Date

NOTARY ATTESTATION

State of: _____

County of: _____

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

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

ATTACHMENT B

**City of Gaithersburg
Pricing Worksheet
Request for Proposals (2022-022)**

ATTACHMENT B

Pricing by Deliverable, by Year

Deliverable	FY22	FY23	FY24	FY25	FY26	Total
Financial Statement Audit						\$ -
Single Audit *						\$ -
UFR and State Annual Financial Report						\$ -
ACFR Preparation, Optional **						\$ -
Total Price Proposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Position Category and Hourly Rates

Position Title	Anticipated Hours - Year 1	Anticipated Hours - Year 2	Anticipated Hours - Year 3	Anticipated Hours - Year 4	Anticipated Hours - Year 5	Hourly Rate
	-	-	-	-	-	

* Single Audit will only be performed on an as needed basis, as required by Federal OMB Uniform Grant Guidance.
 ** ACFR preparation will be an optional task that the City may elect each year, as needed.