City of Rockville
Rockville, Maryland

INVITATION FOR BID 31-18
RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS

BIDS DUE BY 2:00 P.M., Wednesday, April 4, 2018

ISSUED BY:
Tiffany Murriel
Buyer
Procurement Division
City of Rockville, City Hall, 2nd Floor
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314.8446
Fax: (240) 314.8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation’s requirements for possible consideration and/or inclusion in future solicitations are encouraged.

FAXED BIDS SHALL NOT BE ACCEPTED
Sealed bids addressed to the City of Rockville, Maryland for RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS will be received at the: CITY OF ROCKVILLE, ATTN: PURCHASING OFFICE, 111 MARYLAND AVENUE, ROCKVILLE, MARYLAND 20850 until 2:00PM, WEDNESDAY, April 4, 2018 at which time, the bids will be publicly opened and read aloud in the Mayor and Council Chambers at the same address.

The bidder assumes full responsibility for the timely delivery to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly open at the time set for the receipt of bid and read aloud in the Mayor and Council chambers at the same address.

1. **Procurement Rules:**

   A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.

   B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.

   C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

   D. **Definitions:**

      1. The term “Invitation for Bid” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.

      2. The acronym “ADA” means the Americans with Disabilities Act of 1990, as amended.

      3. The terms “bid” and “bid proposal” means the offer submitted by you, the Bidder, in response to this IFB.
4. The term “Bidder” means the entity making an offer to the City of Rockville in response to this IFB.
5. The term “City” means the City of Rockville.
6. The term “Contractor” means a Bidder that is awarded a contract as a result of this IFB.
7. The term “day” means calendar day unless otherwise specified in this document.
8. The term "dollar" and the symbol "$" mean United States of America dollars.
9. The terms “you” and “your” means the same as the term “Bidder” above.
10. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2. **Proposed Schedule:**

   A. IFB release date – Wednesday, March 14, 2018
   B. Questions Due – Wednesday, March 28, 2018 by 2:00 PM
   C. IFB closing date – Wednesday, April 4, 2018 at 2:00 PM
   D. Opening/Reading of bids – Wednesday, April 4, 2018 at 2:01 PM

**BID RELATED QUESTIONS**

Technical and contractual questions pertaining to this IFB before contract award shall be directed to:

   Tiffany Murriel, Buyer
   City of Rockville
   Purchasing Division
   111 Maryland Avenue
   Rockville, MD 20850
   Telephone (240) 314-8446
   E-mail: tmurriel@rockvillemd.com

**SUBMISSION**

All bids must be sealed and labeled on the outside of a sealed container to show the following:

**RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS**

   Name and Address of Bidder
   Bid Number
   Closing Date

**EVALUATION OF BIDS:**

A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:
   1. Has the Bidder conformed to all requirements of this Invitation for Bid?
   2. Are all forms properly signed and sealed as required?
   3. Did the Bidder take any exceptions to the requirements?

B. Price Reasonableness and Price Realism Reviews:

   1. The Director of Procurement will have all price proposals analyzed against City’s initial price estimate for price reasonableness (price too high) and price realism (price too low);
2. The Director of Procurement may have additional confidential price analysis(es) conducted on any price proposal;

3. If based upon the price analysis, the Director of Procurement determines that the price proposed appears unreasonable or unrealistic the Director of Procurement will require that the Bidder submit documentation justifying the bid price(s) proposed.

4. If the Bidder’s justification does not satisfy the Director of Procurement, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Director of Procurement will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.

2. If the Director of Procurement determines that the bid appears to be unbalanced, the Director of Procurement will require that the Bidder submit documentation justifying the bid price(s) proposed.

3. If the Bidder’s justification does not satisfy the Director of Procurement, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Director of Procurement will reject the bid proposal as non-responsive in order to protect the public interest.

AWARD

Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept.

Bidders must bid on all line items to be considered for award.

The City reserves the right to award the contract by line item and to make a primary and secondary award based on the best interest of the City.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

http://rockvillemd.gov/business/bids.htm#bids

Please note, that it is the Bidders responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

AGREEMENT and RENTAL FORM

The successful Contractor shall be required to complete a two-party standard form of agreement and the City of Rockville Rental Form (samples attached).
INSURANCE
The successful Contractor shall meet all of the insurance requirements contained within this document. The Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

NOTICE TO BIDDERS
"Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

US TREASURY IDENTIFICATION NUMBER
Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY
Bidders must be qualified to bid in the state in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION
ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.
1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder’s proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:

   - Bid proposal page(s) in duplicate
   - Non-collusion/non-conviction affidavit
   - References, if requested
   - Other forms as requested in the document.

   The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder’s responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: [http://rockvillemd.gov/Bids.aspx](http://rockvillemd.gov/Bids.aspx)

   Please note, that it is the bidder’s responsibility to check this site frequently for Addendums, which may impact pricing, this document’s requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City’s website: [http://rockvillemd.gov/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=](http://rockvillemd.gov/Bids.aspx?CatID=17&txtSort=Category&showAllBids=on&Status=)

6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.

7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:

   a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.

   b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;

   c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by
objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.

e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.

8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.

10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.

11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.

12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.

13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance on previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;

j. Such other information as may be secured by the City having a bearing on the decision to award the contract.

14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City’s right to exercise any option period, the City may consider the vendor in default, which may affect that vendor’s eligibility for future contracts.

15. **BIDDER’S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer’s name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless ‘brand name only’ is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.

20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.

22. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.

23. **BILLING** Unless otherwise specified invoices are to be submitted to the “Bill To” address on the Purchase Order immediately upon completion of the shipment or services.

24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor’s failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

25. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department’s efforts to improve customer services. Program information and registration can be viewed at the following web address: [http://rockvillemd.gov/index.aspx?NID=234](http://rockvillemd.gov/index.aspx?NID=234)

26. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.

27. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

28. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City’s discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices
submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications’ intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor’s responsibility to obtain said authorization.

29. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.

30. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

33. **ETHICS REQUIREMENTS** In accordance with the City’s financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder’s fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

34. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.

35. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.

36. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.

37. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluent bilingual in English and the Contractor's employees’ language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor’s employees or agents are at the site.
38. **SENSITIVE DOCUMENTS**  Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor’s company except Contractor’s project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City’s electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City’s Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address: [http://www.rockvillemd.gov/documentcenter/view/74](http://www.rockvillemd.gov/documentcenter/view/74).

39. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City’s property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.

40. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid 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 (the 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.

41. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

42. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

43. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

44. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such
article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor’s and Attorney’s fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

45. **ABANDONMENT OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

46. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

47. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

48. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

49. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.

50. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.

51. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions
not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor’s obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City’s representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is Made.
Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful Contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

**MANDATORY REQUIREMENTS FOR INSURANCE**

Contractor’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor’s insurance and shall not be called upon to contribute with it.

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Amounts of Insurance</th>
<th>Endorsements and Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Bodily Injury by Accident: $100,000 each accident</td>
<td>Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</td>
</tr>
<tr>
<td>2. Employers’ Liability</td>
<td>Bodily Injury by Disease: $500,000 policy limits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease: $100,000 each employee</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td>Each Occurrence: $1,000,000</td>
<td>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.</td>
</tr>
<tr>
<td>a. Bodily Injury</td>
<td></td>
<td>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</td>
</tr>
<tr>
<td>b. Property Damage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Contractual Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Premise/Operations</td>
<td></td>
<td></td>
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<tr>
<td>e. Independent Contractors</td>
<td></td>
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<tr>
<td>f. Products/Completed Operations</td>
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<tr>
<td>g. Personal Injury</td>
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<td></td>
</tr>
<tr>
<td>4. Automobile Liability</td>
<td>Combined Single Limit for Bodily Injury and Property Damage - (each accident): $1,000,000</td>
<td></td>
</tr>
<tr>
<td>a. All Owned Autos</td>
<td>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.</td>
<td></td>
</tr>
<tr>
<td>b. Hired Autos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Non-Owned Autos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Excess/ Umbrella Liability</td>
<td>Each Occurrence/Aggregate: $1,000,000</td>
<td>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.</td>
</tr>
<tr>
<td>6. Professional Liability</td>
<td>Each Occurrence/Aggregate: $1,000,000</td>
<td>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.</td>
</tr>
</tbody>
</table>

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

**POLICY CANCELLATION**

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

**ADDITIONAL INSURED**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of Contractor’s products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be
named as additional insured on the Contractor’s Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**SUBCONTRACTORS**
All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CERTIFICATE HOLDER**
The Mayor and Council of Rockville
IFB 31-18, Rental/Servicing of Portable Toilets and Hand Wash Stations
111 Maryland Avenue
Rockville, MD 20850
SPECIFICATIONS

1. SCOPE OF WORK
The purpose of this solicitation is to establish a requirements contract for the rental and service of Portable Toilets and Hand Wash Stations for City of Rockville events and several City of Rockville park locations.

2. CONTRACT TERM
The initial term of this contract shall be from the date of award through January 31, 2019. The City reserves the right to extend the contract for two (2) additional one-year periods, through January 31, 2021, subject to all terms and conditions herein and contingent on funding by the Mayor and Council.

Multi-year contracts may be continued each fiscal year (July 1) only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multi-year contracts become null and void, effective July 1 of the fiscal year for which such approvals have been denied.

3. PRICES AND PRICE ADJUSTMENTS
For all delivered items, all prices shall be F.O.B.: Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices shall remain firm for the initial term of the contract, thru January 31, 2019.

If a request for price increase is submitted after the initial term, the unit price may be increased only upon approval of a written request. The request must be received at least 60 days prior to the effective date and shall become effective only upon approval by the Contract Officer. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

The request for a change in the unit price shall include as a minimum: (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer’s price, etc.)

4. ESTIMATED QUANTITIES
Quantities and dates listed on the quote form are estimates only. This is not a guaranteed amount or date. The City reserves the right to add or subtract quantities and changes dates as deemed necessary without affecting the unit prices.

5. GENERAL REQUIREMENTS
The City requires that the Contractor provide transport, service, set-up and take down of the rental portable toilet units and wash stations for various City special events that occur throughout the year and at various City of Rockville parks.

The City requires that the Contractor shall abide by all federal, state, municipal and local laws, regulations and ordinances regarding the pickup, transportation, removal and disposal of waste.

6. HAND WASH STATION UNIT REQUIREMENTS
Wash station units to be provided shall be made from high density polyethylene and shall have two basins in each unit with a fresh water tank and a grey water tank. The units shall have two 30 fluid ounce soap dispensers, two paper towel dispensers, hands free pump operation and must provide 500 uses.

Liquid soap, paper towels and water are to be included in price.

All hand wash station units shall be clean, free of graffiti and in good working order. Good working order shall include working hands-free pump operation, working soap dispensers and paper towel dispensers, both firmly secured to unit.
7. PORTABLE TOILET UNIT REQUIREMENTS
Portable toilets units to be provided are for single occupancy only and shall have hand sanitizer dispensers.

Portable toilets units shall be clean, free of graffiti and in good working order. Good working order shall include working door hinges, locks and door latches. Venting tubes, louvers and/or screens shall be properly secured to the units with no signs of holes or breakage. Interior railings, toilet seats, side urinals and toilet paper holders are to be securely attached to their bases and Americans with Disabilities Act (“ADA”) ramps are to be solidly attached to the units. No holes, cracks, or large bubbles in the fiberglass, breaks, peeling paint, broken hardware, or cracked/missing toilet seats will be accepted. All ADA and regular and single units at any one location shall be the same color.

All handicapped units must comply with the standards as required by the ADA. The placement of non-ADA compliant handicapped units will be considered a failure to perform the services set forth in these terms and may be cause for termination.

This must be a turnkey operation that includes supplies and service prior, during and after the event as directed by the Contract Administrator(s).

Portable toilet units shall be fiberglass and/or plastic with the interior of stainless steel, plastic, fiberglass or other non-porous material.

Acceptable colors of portable toilet units are green, brown, gray or blue.

Toilet paper dispensers shall be locked and vandal resistant. No loose rolls of paper are allowed in the unit.

8. SERVICE AND SUPPLIES FOR PORTABLE TOILETS
Service will include, but not limited to the following: mandatory pumping, cleaning, sanitizing and deodorizing requirements. Contractor shall clean and sanitize peripheral area around tank including the seat, the area around the seat, floor and interior walls.

Contractor shall perform hardware repairs that include but not limited to door handles, door pulls, hinges, vent screens, wind chains, and locks at routine service time.

Replenishment of supplies, which includes toilet paper and hand sanitizer, must be included in the service.

Contractor is required to provide weekly cleaning service for all monthly rental units, preferably on a Monday or a Tuesday unless otherwise agreed upon with the Contract Administrator.

As usage dictates, an additional weekly cleaning may be required by the City. Additional weekly cleanings shall be done on Thursdays and/or Fridays. No additional cleanings shall be scheduled for Tuesdays or Wednesdays unless agreed upon by the Contract Administrator.

Contractor is required to clean and service each portable toilet unit by 8:00 a.m. each morning during a multi-day event such as Hometown Holidays, if such additional cleaning option is chosen.

The Contractor is will be responsible for the removal of all graffiti from the unit(s) assuming all costs associated. If graffiti is not removable, a new unit must be brought in to replace it within 72 hours after being notified.

9. SERVICE AND SUPPLIES FOR HAND WASH STATIONS
Service will include, but not limited to the following: cleaning and sanitizing the unit, delivery and replenishment of fresh water in tank and disposal of grey water from tank.

Replenishment of supplies, which includes liquid soap, paper towels and water, must be included in the service.

Contractor is required to clean and service each hand wash station by 9:00 a.m. each morning during a multi-day event such as Hometown Holidays, if such additional cleaning option is chosen.
10. PRICING
Prices quoted shall be net, inclusive of all charges for transportation F.O.B.: Destination. Quotes other than F.O.B.: Destination shall be considered non-responsive and shall be rejected. Prices shall remain firm for the initial contract term.

11. DELIVERY LOCATIONS, DATES AND TIMES
Toilet unit and hand wash station delivery locations, dates and times will be as directed by the Contract Administrator(s). The successful Contractor will be provided information on specific events and equipment requirements. The Contract Administrator(s) will contact the successful Contractor at least one week in advance of required delivery of equipment. Removal dates and times will also be included.

The contractor shall deliver non-emergency service within one (1) business day following receipt of a verbal work order for service. The verbal work order for service will be followed by a subsequent confirming written order by 5PM on the next business day.

The City reserves the right to add or reduce the number of portable toilet units and wash stands to any area without affecting unit pricing.

Due to the nature of special events, non-traditional delivery times and pick up times may be required at no additional cost to the City.

12. CONTRACTOR RESPONSIBILITIES
The Contractor shall be responsible for damage to the City of Rockville’s, the general public’s, or any other third-party event service provider’s equipment and/or property by its work, negligence in work, and/or its personnel equipment. The Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing the service.

The Contractor shall provide all labor and equipment necessary to perform this work. All employees of the Contractor shall be no less than 18 years of age, and shall be experienced in the type of work performed. No visitors, wives, husbands or children of the Contractor’s employees will be allowed in the work area during the course of this work, unless they are bonafide employees of the Contractor or the City of Rockville.

Employees of the Contractor must be in uniform and display a neat and clean appearance. All employees must be pleasant and courteous to the public and City staff during all work. The Contractor’s employees provided to perform this service shall be fluent in the English language.

The City may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The City of Rockville is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by Contractor’s employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this contract. In addition, Contractor employees shall observe the City’s and Montgomery County, Maryland smoking policies.

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

The services provided under these specifications shall be performed using the latest methods and practices in current use, by the industry.

All equipment, items and services not specifically mentioned which are necessary for this service to be performed, or which are normally furnished, as standard, shall be provided by the Contractor. All equipment, items and services shall conform and be used in accordance to the accepted Standard of the Industry.
13. **SAFETY AND CLEANINESS**
Contractor shall provide for a neat, clean, and safe environment at all times during all work, as determined by the City of Rockville. Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any tools and other materials related to the work, as determined by the City of Rockville. All vehicles, trailers, and other equipment must be in proper working order and a neat, clean appearance, as determined by the City of Rockville.

Any applicable manuals, including operating and preventative maintenance instructions, shall accompany equipment and be made available to the City upon request during the course of this work. Warnings and safety precautions shall be clearly indicated. Safety plaques or decals shall be affixed at any hazardous area, in accordance with industry standards and government regulations.

14. **LITERATURE**
Bidder is required to furnish descriptive literature and specifications for each item being recommended. Failure to provide this information may result in the disqualification of your quote.

15. **SUBCONTRACTING**
There shall be NO subcontracting or assignment of work delegation.

16. **REFERENCES**
Contractors shall show a minimum of five (5) years of experience performing these services through references submitted with the bid.

All bidders are required to provide at least three (3) references for similar services provided and two (2) current contracts within the last five (5) years on the attached City’s Reference Form and submit the completed form with the bid. Failure to provide references with the bid may be cause for determining a bidder non-responsive. Bidders who do not have the required experience may not be considered for award.

17. **PAYMENT**
It is the intention of the City to have the using department(s) place orders via all of the following methods: purchase order, master agreement, and/or City’s P-Card (Procurement Card, currently MasterCard). The successful bidder must be able to accept all of these ordering/payment methods.

Payments will be made upon the inspection and acceptance by the Contract Administrator(s) to assure compliance with specifications and proper completion of the work.

The Contract Administrator(s) may reject an invoice and may withhold payment in whole or part if the work is not in compliance with the terms and conditions of the contract.

18. **ADDITIONAL SERVICES**
While the City has listed all major services on the invitation to bid which will be utilized by the Recreation and Parks Department in conjunction with its operations, there may be ancillary services that maybe required by the City during the term of this contract. Under these circumstances, a City representative will contact the Contractor to obtain a price quote for the ancillary services.

The Contractor shall respond to these requests within seven (7) days. The City reserves the right to award these ancillary services to the contract Contractor or to bid the items through a separate solicitation.

19. **DELIVERY FAILURES**
Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements of rejected articles when so requested, shall constitute authority for the City to make emergency purchases on the open market of articles of comparable grade to replace the articles not delivered or rejected. The defaulting Contractor shall reimburse the City within a reasonable time specified for any expense incurred in excess of contract prices.
20. **INSPECTION OF CONTRACTOR’S FACILITY**
The City of Rockville reserves the right to inspect the Bidder’s facility prior to award to verify that the bidder has the capacity to fulfill the term of the contract.

21. **W-9 FORM REQUIREMENT**
Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.
TENTATIVE EVENT DATES AND PARK LOCATIONS. DATES AND LOCATIONS ARE SUBJECT TO CHANGE OVER THE LIFE OF THE CONTRACT.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY/EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Farmers Market</strong></td>
<td></td>
</tr>
<tr>
<td>May 12, 2018 – November 17, 2018</td>
<td></td>
</tr>
<tr>
<td>Handicapped (ADA) with Hand Sanitizer</td>
<td>1</td>
</tr>
<tr>
<td><strong>Hometown Holidays</strong></td>
<td></td>
</tr>
<tr>
<td>May 26 - May 28, 2018</td>
<td></td>
</tr>
<tr>
<td>Handicapped (ADA) with Hand Sanitizer</td>
<td>10</td>
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<tr>
<td>Regular with Hand Sanitizer</td>
<td>30</td>
</tr>
<tr>
<td>Hand Wash Station</td>
<td>7</td>
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<tr>
<td><strong>Independence Day</strong></td>
<td></td>
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<tr>
<td>July 4, 2018</td>
<td></td>
</tr>
<tr>
<td>Handicapped (ADA) with Hand Sanitizer</td>
<td>2</td>
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<tr>
<td>Regular with Hand Sanitizer</td>
<td>20</td>
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<tr>
<td>Hand Wash Station</td>
<td>2</td>
</tr>
<tr>
<td><strong>Rocktoberfest</strong></td>
<td></td>
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<tr>
<td>October 7, 2018</td>
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<tr>
<td>Handicapped (ADA) with Hand Sanitizer</td>
<td>1</td>
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<tr>
<td>Regular with Hand Sanitizer</td>
<td>4</td>
</tr>
<tr>
<td>Hand Wash Station</td>
<td>2</td>
</tr>
<tr>
<td><strong>Antique &amp; Classic Car Show</strong></td>
<td></td>
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<tr>
<td>October 20, 2018</td>
<td></td>
</tr>
<tr>
<td>Handicapped (ADA) with Hand Sanitizer</td>
<td>2</td>
</tr>
<tr>
<td>Regular with Hand Sanitizer</td>
<td>6</td>
</tr>
<tr>
<td>Hand Wash Station</td>
<td>3</td>
</tr>
<tr>
<td><strong>Rockville 5K/10K Run</strong></td>
<td></td>
</tr>
<tr>
<td>November 4, 2018</td>
<td></td>
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<tr>
<td>Handicapped (ADA) with Hand Sanitizer</td>
<td>1</td>
</tr>
<tr>
<td>Regular with Hand Sanitizer</td>
<td>8</td>
</tr>
<tr>
<td>Hand Wash Station</td>
<td>4</td>
</tr>
</tbody>
</table>
**INVITATION FOR BID # 31-18**

RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS

**TENTATIVE EVENT DATES AND PARK LOCATIONS CONTINUED. DATES AND LOCATIONS ARE SUBJECT TO CHANGE OVER THE LIFE OF THE CONTRACT.**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY/EACH</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>King Farm Farmstead</strong></td>
<td></td>
</tr>
<tr>
<td>1101 Grand Champion Drive, Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>April 1, 2018 – October 1, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Handicapped (ADA) w/ Urinal and Hand Sanitizer</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Note:</strong> Unit to be installed in a 18x11 wood enclosure with an 8-foot opening on a concrete pad. Unit will be truck accessible located approximately 25 yards from street. Gate into park will be locked (Contractor will be provided with key) and unit to be locked with lock provided by City (Contractor will be provided with key).</td>
<td></td>
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<tr>
<td><strong>College Gardens Park</strong></td>
<td></td>
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<tr>
<td>615 College Parkway, Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>May 1, 2018 - November 30, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Handicapped (ADA) w/ Urinal and Hand Sanitizer</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Note:</strong> Unit to be installed in a 6x10 wood enclosure with a 10-foot opening on a concrete pad. Unit shall be truck accessible approximately 125 feet from street.</td>
<td></td>
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<tr>
<td><strong>Dogwood Park</strong></td>
<td></td>
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<tr>
<td>800 Monroe St., Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>April 6, 2018 – July 5, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Regular w/ Hand Sanitizer</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Monument Park</strong></td>
<td></td>
</tr>
<tr>
<td>550 Maryland Ave., Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>April 6, 2018 – July 5, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Regular w/ Hand Sanitizer</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Potomac Woods Park</strong></td>
<td></td>
</tr>
<tr>
<td>2276 Dunster Lane, Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>April 6, 2018 – July 5, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Regular w/ Hand Sanitizer</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>Elwood Smith Park</strong></td>
<td></td>
</tr>
<tr>
<td>601 Harrington Road, Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>April 6, 2018 – July 5, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Regular w/ Hand Sanitizer</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>David Scull Park</strong></td>
<td></td>
</tr>
<tr>
<td>1133 First Street, Rockville, MD 20850</td>
<td></td>
</tr>
<tr>
<td>April 6, 2018 – July 5, 2018</td>
<td></td>
</tr>
<tr>
<td><strong>Regular w/ Hand Sanitizer</strong></td>
<td>1</td>
</tr>
</tbody>
</table>
RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS

BID FORM

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS. Bidders shall bid all items or the bid shall be deemed non-responsive and the bid shall be rejected.

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED IN DUPLICATE WITH YOUR BID. BIDDERS MUST BID ALL ITEMS.

BASE TERM: Through January 31, 2019

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Regular Single Size Unit with Hand Sanitizer</td>
<td>5</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
<tr>
<td>2.</td>
<td>Handicapped (ADA) Single Size with Urinal and Hand Sanitizer</td>
<td>1</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Monthly Rental Rates for single sized units. The unit price shall be the rental fee for a month and shall include the charges for delivery and pickup and the cost of one cleaning per week.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Regular Single Size Unit with Hand Sanitizer</td>
<td>99</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
<tr>
<td>4.</td>
<td>Handicapped (ADA) Single Size with Hand Sanitizer</td>
<td>21</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
<tr>
<td>5.</td>
<td>Hand Wash Station Unit</td>
<td>12</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
</tbody>
</table>

Daily/Weekend Rental Rates for Single Sized Units. The unit price shall be the rental fee per day and shall include the charges for delivery and pickup.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Regular Single Size Unit with Hand Sanitizer</td>
<td>99</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
<tr>
<td>4.</td>
<td>Handicapped (ADA) Single Size with Hand Sanitizer</td>
<td>21</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
<tr>
<td>5.</td>
<td>Hand Wash Station Unit</td>
<td>12</td>
<td>EA</td>
<td>$_______</td>
<td>$_________</td>
</tr>
</tbody>
</table>
### Miscellaneous Charges:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Additional cleaning/servicing charge per call for portable toilets (extra</td>
<td>21</td>
<td>EA</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td></td>
<td>cleaning if requested by the City in addition to one weekly cleaning for</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>monthly rentals and for cleanings over a weekend rental, i.e. Hometown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Holidays)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Additional cleaning/servicing charge per call for hand wash station unit</td>
<td>5</td>
<td>EA</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>8.</td>
<td>Cost to reposition units during an event</td>
<td>8</td>
<td>EA</td>
<td>$_______</td>
<td>$_______</td>
</tr>
</tbody>
</table>

**GRAND TOTAL (Items 1 thru 8)**

$__________

### ADDITIONAL SERVICES

The following services shall be requested, by the Contractor Administrator, on an as needed basis. The quantities listed below are an estimated amount not a guaranteed amount.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Hourly labor rate to repair damaged unit</td>
<td>1</td>
<td>Hour</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>10.</td>
<td>Replacement charge for regular single size unit for damaged unit that</td>
<td>1</td>
<td>EA</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td></td>
<td>cannot be repaired</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Replacement charge for handicapped (ADA) single size unit for damaged unit</td>
<td>1</td>
<td>EA</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td></td>
<td>that cannot be repaired</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Charge for unit to be secured down</td>
<td>1</td>
<td>EA</td>
<td>$_______</td>
<td>$_______</td>
</tr>
</tbody>
</table>

**Note:** The City of Rockville reserves the right to consider the pricing offered for Additional Services during the evaluation of bids.

**In the event of an Unbalanced Bid:**

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.

2. If the Director of Procurement determines that the bid appears to be unbalanced, the Director of Procurement will require that the Bidder submit documentation justifying the bid price(s) proposed.

3. If the Bidder’s justification does not satisfy the Director of Procurement, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, then the Director of Procurement will reject the bid proposal as non-responsive in order to protect the public interest.
ADDENDA
If Addenda issued, it will be posted on the City’s website - www.rockvillemd.gov. Bidders are responsible for checking the City’s website periodically for all addenda prior to the due date.
Acknowledgment is hereby made of the following Addenda (identified by number) received since the issuance of this bid: # ______________________ or _______ none.

EXCEPTIONS
All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder shall be held responsible for providing each component or standard called for.
The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken shall be final and no further action may be taken.
Do you claim an exception to any specification to this bid? ______________________ (attach additional pages if needed)

SUBCONTRACTING
Confirm that subcontractors will not be utilized for this contract. _____YES _____NO

INSURANCE
If awarded, the Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with the City of Rockville’s Insurance Requirements Page.
Confirm that you have read the Insurance Requirements and that your firm will be able to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified. _____YES _____NO

SUBMITTALS – CONFIRM THAT EACH HAS BEEN PROVIDED
A. Insurance Forms, Pages 13-14 of 35 of this IFB (Insurance COI and endorsements will only be needed if awarded the contract.) Please confirm below that they can be provided. _______YES _______NO
B. Bid Form, Pages 22-23 of 35 of this IFB. _______YES _______NO
C. Specifications Compliance Information, Pages 25-26 of 35 of this IFB. _______YES _______NO
D. References Form, Pages 27-28 of 35 of this IFB. _______YES _______NO
E. Non-Collusion Affidavit, Page 29 of 35 of this IFB. _______YES _______NO
F. Affidavit Form, Page 30 of 35 of this IFB. _______YES _______NO
G. COG, Council of Governments Rider Clause Form, Pages 35 of 35 of this IFB. _______YES _______NO
H. Any Addenda that may have been issued for this IFB. _______YES _______NO

COMPLETE AND RETURN THIS PAGE WITH BID
Page 24 of 35
THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: ________________________________

__________________________
Street and/or P.O. Box

__________________________
City State Zip Code Fed ID or SSN

__________________________
(SEAL)

__________________________
Signature Date

__________________________
Print Signature

WITNESS: ________________________________

__________________________
Signature

__________________________
Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: ________________________________

__________________________
Street and/or P.O. Box

__________________________
City State Zip Code Fed ID or SSN

__________________________
BY: ________________________________
Member Signature

__________________________
(SEAL)

__________________________
Date

__________________________
Print Signature

TITLE: ________________________________

WITNESS: ________________________________

__________________________
Signature

__________________________
Print Signature

COMPLETE AND RETURN THIS PAGE WITH BID
### IF A CORPORATION:

<table>
<thead>
<tr>
<th>NAME OF CORPORATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street and/or P.O. Box</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Fed ID or SSN</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>STATE OF INCORPORATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BY:</th>
<th>(SEAL)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______</td>
<td>----------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Secretary’s Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>REMITTANCE ADDRESS (if different than above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street and/or P.O. Box</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EMERGENCY CONTACT NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHONE:</th>
<th>FAX:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMERGENCY SERVICE (24hr.) PHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________________</td>
</tr>
</tbody>
</table>
REFERENCES

The bidder shall be a competent and experienced Contractor with an established reputation within the community. The bidder shall have performed this type of work for a minimum period of five (5) years. Bidder shall furnish a representative list of three (3) references and two (2) current contracts.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the service herein.

Company Name: ___________________________________________________________
Address: ____________________________________________________________________
Contract Person: _____________________ Phone: ____________________________
Contract Value: _____________________ Term: ________________________________
Description: _______________________________________________________________

Company Name: ___________________________________________________________
Address: ____________________________________________________________________
Contract Person: _____________________ Phone: ____________________________
Contract Value: _____________________ Term: ________________________________
Description: _______________________________________________________________

Company Name: ___________________________________________________________
Address: ____________________________________________________________________
Contract Person: _____________________ Phone: ____________________________
Contract Value: _____________________ Term: ________________________________
Description: _______________________________________________________________

NAME OF BIDDER (Company Name)______________________________________________
## LIST TWO (2) CURRENT CONTRACTS

1. **Company Name:** 
   **Address:** 
   **Contact Person:** Phone: 

2. **Company Name:** 
   **Address:** 
   **Contact Person:** Phone: 

---

**COMPLETE AND RETURN THIS PAGE WITH BID**

Page 28 of 35
Non—Collusion Affidavit

Complete, Sign and Return with your Bid Proposal.

I hereby affirm that: I am the _____________________________ (insert title) and the duly authorized representative of _____________________________ (insert organization name) whose address is
________________________________________________________________________

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

I affirm:

1. I am fully informed respecting the preparation and contents of the attached offer / proposal and of all pertinent circumstances respecting such offer / proposal;

2. Such offer / proposal is genuine and is not a collusive or sham offer / proposal.

3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham offer / proposal in connection with the contract for which the attached offer / proposal has been submitted or to refrain from offering a proposal in connection with contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached offer / proposal or of any other proposer, or to fix any overhead, profit or cost element of the offer / proposal or the offer price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed contract; and

4. The price or prices quoted in the attached offer / proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

__________________________
Signature

__________________________
Printed Name

__________________________
Title

__________________________
Date

COMPLETE AND RETURN THIS PAGE WITH BID

Page 29 of 35
Affidavit of Qualification to Contract with a Public Body

Complete, Sign and Return with your Bid Proposal.

I hereby affirm that: I am the _____________________________ (insert title) and the duly authorized representative of ___________________________________ (insert organization name) whose address is ____________________________________________________________

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

I affirm:

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity), has:

   A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
      (1) bribery, attempted bribery, or conspiracy to bribe.
      (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
      (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
      (4) a criminal violation of an anti-trust statute.
      (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
      (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
      (7) conspiracy to commit any of the foregoing.

   B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

   C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

   D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

   2. [State “none,” or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any].

   3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

   I acknowledge that this Affidavit shall be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

____________________________
Signature

____________________________
Printed Name

____________________________
Title

____________________________
Date
SAMPLE RENTAL FORM ONLY
Do Not Complete Or Return

USING DEPARTMENT NAME: Recreation and Parks Special Events, Parks Maintenance, Sports Programs

ADDRESS: 111 Maryland Ave Rockville, MD 20850

REQUESTED BY (NAME): City of Rockville

TELEPHONE: 240-314-8430 FAX: 240-314-8439

ITEM DESCRIPTION: Rental of Portable Toilets and Hand Wash Stations, IFB 31-18

TERM OF RENTAL: See Attached Specifications
(If applicable, continuation of the rental after June 30th of each year is contingent on funding approval by the Mayor and Council)

City Conditions for Rentals
The City shall not indemnify the rental Contractor (Contractor) under any circumstances. The City shall have no obligation to the Contractor for payment for loss or for damages of any nature to rental items provided unless clear and convincing evidence demonstrates that gross negligence of either the City or its employees acting within the scope of their employment was the direct cause of such loss or damage. Contractor further understands and agrees that no employee of City of Rockville, other than the City Purchasing Division is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of any City employee other than the Purchasing Division or Procurement Officer shall be interpreted by the City and the Contractor as the City's acknowledgement of delivery only.

The City and the rental Contractor (Contractor) agree that no representative or agent of either party has made any promise or representation with respect to this rental quotation which is not contained herein, and that all terms and conditions with respect to this Agreement are expressly contained herein and in any valid City of Rockville Purchase Order or other agreement covering the rental that is signed by the City Purchasing Division.

CONTRACTOR NAME:

________________________________________________________________________

QUOTED BY: _____________________________________________________________________________

DATE: ________________________ TELEPHONE: ________________________ FAX: ________________________

EMAIL: ____________________________________________________

SAMPLE ONLY – DO NOT COMPLETE OR RETURN
STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND CONTRACTOR

This Agreement, made this ______________ day of ____________________ , 2018, by and between

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____________________________________________ hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum
of ___________________________________________________________ dollars ($__________________)  

ARTICLE 2. The CONTRACTOR agrees to furnish separate 100% performance and payment bonds in such form as shall be acceptable to the COUNCIL.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor described in the specifications entitled Invitation For Bid #31-18 RENTAL/SERVICING OF PORTABLE TOILETS AND HAND WASH STATIONS.

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.
ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A)___________________________________________________________
______________________________________________________and
the COUNCIL have caused these presents to be signed and sealed.

For Corporations.
Corporation:____________________________________________
*By: __________________________________________________
____________________________(Seal)
(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)
Print Name:____________________________________________
Title:____________________________________________________

Witness:____________________________________________
(Should be secretary or Asst. secretary.)
Print Name:____________________________________________
Title:____________________________________________________
*Corporate seal must be impressed through name of person signing for corporation.

For individuals or partnerships.
*By: __________________________________________________
(Either owner or partner)
Print Name:____________________________________________
Title:____________________________________________________

Witness:____________________________________________
Print Name:____________________________________________
Title:____________________________________________________

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: __________________________________________________ Date: _________________
Robert DiSpirito, City Manager
ATTEST
By:___________________________________________ Date: _______________
   Kathleen A. Conway, City Clerk/Director of Council Operations

Approved as to form and legality:

_____________________________________________________________  Date: _______________
   City Attorney

_____________________________________________________________

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company.
Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded Contractor’s responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER’S AUTHORIZATION TO EXTEND CONTRACT TO:**

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**BIDDER NAME:** ____________________________________________