REQUEST FOR PROPOSAL 25-18

TOWN CENTER WAYFINDING SIGNAGE PLAN

PROPOSALS DUE BY 2:00 P.M., WEDNESDAY, APRIL 18, 2018

ISSUED BY:
Jessie J. Woods
Senior Buyer
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8431

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.
CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND  
REQUEST FOR PROPOSAL 25-18

TOWN CENTER WAYFINDING SIGNAGE PLAN

PROCUREMENT OPERATION
Sealed proposals addressed to the City of Rockville, Maryland to provide a wayfinding system for the City’s Department of Public Works, Traffic Division will be received at Rockville City Hall, Procurement Division, Attention: Jessie J. Woods, Senior Buyer, 111 Maryland Avenue, Rockville, Maryland 20850 until 2:00 PM (EST), WEDNESDAY, APRIL 18, 2018. No proposals will be accepted after that time.

RECEIPT AND HANDLING OF PROPOSALS
The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City’s Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS
The proposal documents are available several ways:


2. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

SUBMITTAL OF QUESTIONS
Prospective offerors are requested to submit any questions no later than 2:00 PM (EST), Wednesday, April 4, 2018 to Jessie J. Woods, Senior Buyer, via e-mail at jessie.woods@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

PROJECT DESCRIPTION
The Town Center wayfinding signage program is initiated because there is an absence of clear, unified, and effective pedestrian, bicyclist, and motorist’s wayfinding cues, information, or signage in the Rockville Town Center and the Rockville Metro Station Area. The Rockville Town Center is home to many governmental cores and has an expanding commercial and residential base. It also houses many of the Montgomery County and the City’s most visited destinations.

The Town Center is currently accessible by all modes of transportation. By auto, I-270, MD 355, MD 28 provide direct access to Rockville. The Rockville Metro Station is served by the Shady Grove/Glenmont (Red Line) of the Washington Metropolitan Area Transit Authority, the Maryland Transit Administration (MTA) Brunswick-Washington D.C. Commuter Rail Line, and the Amtrak’s Washington DC to Chicago Capital Limited Service. Many local buses connect the Town Center to other parts of the County and region. Bike lanes and Capital Bikeshare stations are also integral part of the Town Center areas. Finally, the Town Center can be accessed by foot from many of the adjoining pedestrian friendly residential neighborhoods.

The Town Center continued success depends on a consistent signage and wayfinding plan that provides visitors, residents, and employees with the information they need to best discover and enjoy Rockville and its Town Center.

AWARD
Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

AGREEMENT
The successful offerors shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

TERM
Contractor shall begin work within ten (10) calendar days after receipt of a purchase order. All work shall be completed by the offeror by December 21, 2018.

NOTICE TO BIDDERS
Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. “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 State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate of 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.” Bidders must supply with their bids their US Treasury Department Employer’s Identification Number as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY
Bidders must be qualified to bid in the state in accordance with Section 14-308 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.

EXPENSES ASSOCIATED WITH RESPONSE
The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS
The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION
Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED
Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3. It is the successful respondent’s responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.
1. **INTENT, BACKGROUND AND SCOPE**

   a. **INTENT**

   In its continuing efforts to transform the Rockville Town Center and its heavy rail station area (the Rockville Metro Station) into the shopping, dining, entertainment and employment heart of the City, the City of Rockville is seeking proposals from qualified consultants to develop a comprehensive wayfinding signage program for the Rockville Town Center and the Rockville Metro Station Area that can be modified, and/or expanded as the Town Center develops, and new destinations are added. The wayfinding signage program should meet the needs of the City residents, as well as persons working or visiting the City. The wayfinding signage program should be designed such that it could serve as a template by other City departments such as Recreation and Parks in creating an informational and directional wayfinding signage program for their facilities and programs that is complementary to the Town Center wayfinding signage program.

   The primary focus of this program is to increase customer traffic to the Town Center and as such it should guide motorists, bicyclists, transit users, and pedestrians on streets to and throughout the Town Center and along Town Center’s major access thoroughfares including but not limited to I-270 and Rockville Pike (MD 355) should be considered. Unique branding, street vitality, legibility, safety, vandal proof, maintenance, ease of updating, and replacement costs are all major concerns and should be fully addressed.

   The Wayfinding signage program to include a family of signs for the Town Center that will initially encompass the following but could be expanded to other signage needs for the City:

   1. Gateway signs for major approaches to the Town Center
   2. Directional, informational, and destination signs
   3. Pedestrian and bicyclist wayfinding maps, and directories
   4. Signs directing and marking the entrances to parking

   The primary goals of the wayfinding signage program are:

   1. To create a consistent signage and wayfinding system across a range of signage mediums.
   2. To create a signage and wayfinding system that direct visitors, residents, and employees to many Town Center’s landmarks, facilities, activities, government centers, restaurant and retail clusters, parking garages, transit station, links to adjoining neighborhoods, major bicycle and pedestrian trails and nearby destinations (e.g. Montgomery College – Rockville Campus, Rockville Swim Center, F. Scott Fitzgerald Theatre at the Rockville Civic Center).
   3. To establish signage and wayfinding links from Town Center to City’s major Bicycle and pedestrian trails.
4. To reinforce the Town Center’s identity as a premier employment, residential, entertainment, and dining destination.

5. To provide signage that complies with current MUTCD, state, county and City regulations and standards.

6. To provide appropriate lighting for signage, when warranted and needed.

7. To deliver the detailed design, implementation phasing plan, fabrication templates, and installation details.

b. BACKGROUND
The City of Rockville is the county seat of Montgomery County, Maryland, located along the I-270 corridor approximately 12 miles northwest of Washington, DC (MAP 1). Rockville’s 2017 population is approximately 68,000, with employment at approximately 77,000. City residents enjoy an excellent quality of life, with Rockville’s low crime rates, high-quality schools and a great park system. The City frequently is listed among the country’s best places to live by such sources as Money Magazine, Livability.com, and Niche. Diversity is a feature of Rockville, with significant percentages of Hispanic, Asian-American, and African-American residents. Rockville’s economy is also diverse, with key industries being life sciences, education, health, lodging, technology and retail.

MAP 1: City of Rockville - Regional Map

Rockville is home to major corporate headquarters, county government offices, the Circuit and District court buildings, the Rockville Campus of the Montgomery College which is the largest of its three countywide campuses, numerous shopping centers, restaurants and entertainment facilities (Map 2).
MAP 2: City of Rockville – Major Employment Areas

The Rockville Town Center is the name given for downtown Rockville (MAP 3). Town Center is a mixed-use hub of activity for the city and is included among the region’s designated major activity centers. Town Center is the location of local government, including the City of Rockville and Montgomery County; business activity, including the headquarters of Choice Hotels, International; many restaurant and retail options; a movie theater; and thousands of residences. Just north, and within a mile, of Town Center is Montgomery College, a community college of more than 15,000 students; while the southern edge includes the 2,400-student Richard Montgomery High School.
MAP 3: Town Center – Major Gateways and Illustrative Concept Plan

The Town Square (MAP 4), refers to area in the heart of Town Center, that has been recognized as a model for mixed-use redevelopment, with residences, retail/restaurants, a center for visual arts, a dance studio, outdoor event space, and more.

MAP 4: Rockville Town Square

The Rockville Town Center is accessible by all modes of transportation (MAP 5). By car, Rockville Pike (MD 355), W. Montgomery Avenue / Norbeck Road (MD 28), Veirs Mill Road (MD 586), and I-270 provide direct access to the Rockville neighborhoods and the Town Center. The Rockville Metro Station is within a short walking distance from the Rockville Town Center. This station is served by the Washington Metropolitan Area Transit Authority (WMATA) Metrorail Red Line, the Maryland Commuter Rail Service (MARC), the Amtrak’s Capital Limited Line that runs between Washington DC and Chicago via Pittsburg and Cleveland, and several WMATA and Ride-on local bus routes. Bike lanes and Capital Bikeshare stations are located in the Town Center and at Rockville Metro Station. The Rockville Town Center can
easily be accessed by foot from many nearby pedestrian-friendly neighborhoods.

MAP 5: City of Rockville – Transportation Network

The official city’s web site: [www.rockvillemd.gov](http://www.rockvillemd.gov) can be used to search, display and print maps containing geographical information in the City. This tool also provides useful information on parks, transportation elements, civic and cultural facilities, development patterns, landmarks, and other features within the city.

Over the past two decades, the City of Rockville has experienced substantial ongoing redevelopment within the Rockville Town Center and significant amount of infill and/or redevelopment along the Rockville Pike and near the Twinbrook Metro Station. The Town Center is changing rapidly and since the City hosts many businesses, employment and government centers, visitors unfamiliar with the area and travelling on major throughways frequently miss its destinations, because they do not know where to look. The most intense development in the Town Center has occurred in the interior subareas, off the most highly travelled routes, and not completely visible from the Rockville Metro Station entrances. As a result, visitors who drive or take mass transit into Rockville do not immediately see the Town Center, the new restaurants, residential buildings, and other retail establishments within the area. People who also drive to the Town Center for employment or conducting business at several governmental and judiciary buildings have difficulty finding other destinations or do not know where to find parking, and often leave the area without
realizing that dining, lodging, and entertainment opportunities are at most only blocks away.

Currently, visitors are given a few visual clues that offer information about the Town Center offerings, however much of the existing signage is inconsistent and/or outdated. Within the Town Center and its surrounding, some major sites have installed banners and signs on buildings or poles to inform visitors. Within the Town Center neighborhood, some wayfinding signs are scattered along some streets and are installed at few locations. Figure 1, illustrates several of the existing wayfinding signs that are outdated, use different styles and materials, and for the most part do not include specific information about destinations within the Town Center. In a recently conducted “Wayfinding Observation” by two of the City’s Councilmembers, it is reported that the current wayfinding effort in the Town Center and nearby areas is not a comprehensive system, lacks key directions signage, is not well coordinated, and can be confusing or noticeably absent at key locations.

Figure 1: Existing Wayfinding sign styles and Types within the Rockville Town Center
c. **SCOPE**

The City seeks the delivery of a wayfinding signage plan and specifications for the Town Center and its neighborhood that is both functional as well as reflective of the unique Rockville brand. The Rockville brand, “Get into It”, is influenced by city’s mix of businesses, employment, educational and recreational opportunities, strong residential and cultural characteristics, and the creativity and innovation of its residents. The consultant will provide professional services for the planning, design, and fabrication specifications of attractive, informative, unified and unique family of gateway signs (primary and secondary arrival), parking identification, and directional and identification signs by mode for the Town Center. Signs should welcome motorists at City’s major entrance gateways, and guide motorists, bicyclists, transit users, and pedestrians throughout the Town Center landmarks, facilities, buildings, restaurants, retail shops, public parks, and to/from the Rockville Metro Station. There shall be a review of the existing conditions, wayfinding strategy, wayfinding design, a cost estimate and coordination, and alternative task consisting of the City of Rockville Recreation and Parks Wayfinding.

2. **REQUIREMENTS**

The City of Rockville requires the Contractor to provide independent and objective consulting services in accordance with the scope of work and the following requirements. Requirements include, but are not limited to the following:

**Task 1. Review of Existing Condition**

At the project kickoff, the selected team will meet with City staff and others as needed to gain an understanding of the context, current opportunities for connectivity, and potential partnership. This effort should include site tour, inventory of existing signage, and holding informational meeting with key stakeholders. Following the kickoff meeting, the team shall prepare a memorandum detailing the status and condition of the existing Town Center’s wayfinding program and elements.

**Task 2. Wayfinding Strategy**

The strategy must first define and identify the main gateways for Rockville and the Town Center. Then it must lay the foundation for the Town Center wayfinding project by: (1) identifying the primary and secondary routes by mode, (2) categorizing major destinations and points of interest, (3) cataloging types of maps, signage types, and possible locations, and (4) developing schedule and priority that meets the goals and the needs of Town Center and convey the unique branding of the Rockville Town Center. At the end of this task, the team shall prepare a memorandum detailing its findings and results. This memorandum shall outline the best location and types of signage needed.

**Task 3. Wayfinding Design**

The consultant will then produce preliminary and final designs for each of the signage types identified in the wayfinding strategy (task 2) that is sensitive to issues of clutter, maintenance, budget and change over time. The design should be cohesive, reflect the City’s priorities, and in an integrated sign system. As part of this task, the team shall prepare a detailed memorandum discussing how the proposed design and graphics relates to the primary architectural wayfinding elements of paths, markers, nodes, edges, zones.

**Task 4. Cost Estimate and Coordination**

The consultant will develop a statement of probable cost for fabrication and installation and will work closely with City staff to finalize sign locations, routing, and will make schedule or phasing recommendation for installation of new signs, removal of older signs, as necessary, and in coordination with the City’s Department of Public Works.

**Task 5. Alternative Additional Task- City of Rockville Recreation and Parks Wayfinding**

The City may desire the design and fabrication of a similar signage program for the City’s Recreation and Parks Department as an alternative additional task to be priced separately. This signage and wayfinding plan should be designed as one more element of the Town Center wayfinding initiative.

Based on the information provided below, provide a detailed approach, and specify additional needed services. The write up shall also include a detailed breakdown of projected costs and any potential savings if the two projects are combined.
The Recreation and Parks Department manages over 65 parks, 35+ miles of trails and bikeways and major facilities including, but not limited to a swim center, senior center, historic properties, a theater, skate park, multiple recreation centers, and a dog park. All the parks, facilities and amenities can be found on the City’s website.

The existing signage system for Recreation and Parks has been in place for 30+ years. Signs range in size, color, location, and design. Not all parks, facilities, historical sites, or trails have “wayfinding” to their location.

The City of Rockville Recreation and Parks Department is seeking a consultant(s) to develop a signage and wayfinding system for Rockville parks, facilities, trails, bikeways, and non-motorized pedestrian transportation routes. The signage and wayfinding system will be designed to project a consistent image for parks, facilities, and pedestrian routes to guide residents and visitors to city landmarks, facilities, parks and community services. Additionally, the plan will improve community health by promoting multimodal forms of transportation including walking, bicycling and public transit. Once implemented, the signage and wayfinding plan will be sustainable, maintainable, and expandable.

Wayfinding enables people to orient themselves and navigate from place to place with ease. Wayfinding is more than signs. Working together with other elements of the public realm such as neighborhoods, it includes place names, landmarks, maps and new media. It contributes to making a city more "legible" for residents, commuters, and tourists.

Overarching goals of Recreation and Parks wayfinding will include:

- To determine what parks, facilities, historic sites, trails, and bikeways should be included in a wayfinding system.
- To create a consistent signage and wayfinding system across a range of media platforms including physical signs, mobile, and web-based technologies. Integrate the wayfinding plan with existing marketing initiatives.
- To promote Rockville Recreation and Parks identity as the number one place to recreate.
- To develop identity signage for parks, facilities, trails, and historic sites that establish a strong sense of place and community pride.
- To create a signage and wayfinding system that focuses on directing residents and visitors to parks, trails, landmarks, community centers, and other Recreation and Parks destinations.
- To provide information at key locations.
- To create a signage and wayfinding plan that improves connections between parks, neighborhoods, trails, and other community facilities.
- To create a system that is simple, easily distinguished and unique to Rockville.

3. RFP SUBMITTALS

a. Statement of Qualifications of the Firm

A comprehensive and detail description of similar wayfinding projects successfully completed by the firm, and the results of that work: include the name and telephone number of a contact person for each identified project who can verify the information provided.

b. Project Team Experience

Identify the name of a project manager, provide flow chart of team personnel and proposed roles and responsibilities on the project. For each identified member, provide title and role, and a brief biography. Biography must include a description of the education, qualifications, experiences, and training, range of duties and key responsibilities on pervious and similar projects, as well as any professional designation, licenses or certification. Make sure to include any demonstrated experience designing to the Manual on Uniform Traffic Control Devices (MUTCD) and any other relevant guidelines/ standards as well as familiarity with relevant materials, and sign fabrication and maintenance needs.

c. Sub-Consultant Personnel Experience
Name and addresses of any subcontractors proposed to be involved with this project as well as the subcontractor’s experience, and qualifications as described above for the proposed project team.

d. Project Approach

A detailed description of how the firm proposes to approach this project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each task listed. Provide a detailed breakdown and description of tasks assigned to each project member team. Describe the format and number of planned meetings with City staff and purpose of those meeting.

e. Project Schedule

A proposed time schedule for completion of each identified task, and a method of assuring that the time schedule will be met.

f. Cost Proposal

Include a detailed cost proposal for the services to be provided, and include a table of the hourly rate for each member of the project team. Break the cost proposal down by each of the tasks and deliverables.

4. CORRECTIONS AND CHANGES IN WORK

a. If the City finds it necessary to require corrections to completed work due to errors made by the Contractor, the Contractor shall correct the work at no additional cost to the City.

b. If the City requires changes in completed work, the Contractor shall make such changes as directed by the City and the Contractor will be compensated at the same rates established by the Contractor’s hourly rate(s).

5. OWNERSHIP OF DOCUMENTS AND CONTENT

a. The City will retain all property rights, including publication rights, to all content developed by Contractor.

b. The Contractor shall ensure that duplication and distribution rights are secured for the City from any and all contractors and subcontractors.

c. The Contractor shall obtain all required copyrights for the City, when and where applicable.

6. COPYRIGHT

Contractor shall not assert rights at common law or in equity or establish any claim to statutory copyright any material or information developed in performance of the services authorized. The City has the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from Contractor and without expense and charge. Content or portions of content made or obtained by the Contractor may be used if approved by the City in writing.

NOTE: The City of Rockville shall not be held liable for any copyright infringements or liabilities from content provided by the Contractor.

7. DELIVERABLES

In the event of an award, and for the pricing offered, Contractor shall be responsible for providing deliverables to include, but not limited to, the following:

a) Conduct a meeting with City staff and summarize comments received

b) Deliverables identified by each task

c) Present and deliver a draft plan in print and electronic format for review and comment by City staff. The draft plan to include:
1. Wayfinding signage plan, including GIS information for position, location, type and graphic type for each of sign
2. Full size Presentation displays, illustrations, and full-size mockups of the graphic concepts, and handouts.
3. Design and layouts, including a copy of each sign,
4. Typographic, color, and graphic rules,
5. Fabrication requirements and specifications,
6. Installation details, including mountings and supports
7. Cost estimates and implementation phasing plan
8. Fabrication bid package with detailed construction documents and specifications
d) Incorporating any City staff recommended changes and delivery of the final plan document in print and electronic format.

8. TECHNICAL & CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Jessie J. Woods, Senior Buyer, via e-mail at jessie.woods@rockvillemd.gov, no later than 2:00 PM (EST), WEDNESDAY, APRIL 4, 2018. Oral answers to questions relative to interpretation of requirements 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 requirements, 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 posted at the address listed below:

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

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

9. PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and three (3) copies of the proposal, marked “RFP 25-18 TOWN CENTER WAYFINDING SIGNAGE PLAN”, must be submitted to and received no later than 2:00 PM (EST), WEDNESDAY, APRIL 18, 2018, by the Procurement Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Jessie J. Woods, Senior Buyer.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

a) Letter of Interest
b) Approach and Work Plan
c) Understanding the City’s Requirements
d) Firm Experience and Capabilities Focusing on Local Government Experience
e) Project Team Qualifications and Experience
f) Sub-Contractors
g) Price Proposal
h) Other Relevant Information
i) References
j) Execution of Offer
k) Other Miscellaneous Required Elements
   o Affidavit Form
   o Respondent’s Questionnaire
   o Performance & Payment Bonds
   o Agreement
These elements parallel the basis of the City’s proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. **LETTER OF INTEREST**
   Provide a Letter of Interest, which includes a short, concise and focused overview that introduces your firm to the reader. The Letter of Interest must be signed and dated by an authorized agent, officer or employee of the company.

b. **APPROACH AND WORK PLAN**
   Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services.

   This section must address in depth how you plan to meet the general or overall spirit of the City’s needs, as well as, discuss the staffing level(s) anticipated by your firm to meet these needs and the relative effort that each staff member will devote to projects. This section should also provide detailed information about your firm’s mission and philosophies, as well as, its strategies and processes for providing procurement consulting services to its local government customers that add value and distinguishes it from all others.

c. **UNDERSTANDING THE CITY’S REQUIREMENTS**
   This section should confirm your understanding of the RFP and the City of Rockville’s needs, as well as, provide narratives describing your firm’s understanding of the required categories, services tasks, responsibilities, response times, scheduling and deliverables set forth in Sections 1 through 8 of this RFP, as well as, how your firm intends to accomplish related tasks and provide solutions to all the needs identified within these first eight (8) sections of the RFP. These Narratives should also demonstrate your firm’s knowledge and understanding of local and regional conditions, the needs of local government, as well as, local, state and federal regulations where applicable.

   This section should also demonstrate your firm’s capability to respond to the City’s needs in a timely manner by identifying the proximity of the respondent’s office(s) to the City of Rockville, as well as, acknowledging and stating conformance to any required response time(s) set forth herein.

   Lastly, this section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal.

d. **FIRM EXPERIENCE AND CAPABILITIES**
   Provide the City with a description of your firm and examples of your firm’s commitment to the services set forth in this RFP and/or local government clients in general, as well as, a statement of qualifications demonstrating a minimum of five (5) consecutive years of experience performing similar work. Please address the following:

   - Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
   - Provide a list of all local governmental entities for which your firm has previously provided equivalent services.
   - Describe in detail your firm’s experience with similar projects to include, but not limited to the following as they relate to the services required:
     - A list of three (3) projects completed within the past three (3) years that best illustrate your firm’s capabilities as they relate to the required work described herein, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.
Information on delivery of projects on time and within budget, execution time (contract vs. actual), cost (estimated vs. actual), as well as, any problems encountered and the solutions devised.

*Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.*

- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Provide any additional information you wish to call to the City’s attention with respect to your firm’s qualifications.
- Please specify similar qualifications for all proposed subcontractors.
- Company’s overall current workload, and anticipated workload if awarded a contract for this need to include current production capability.
- Company’s professional registrations, affiliations and memberships

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

e. **PROJECT TEAM QUALIFICATIONS AND EXPERIENCE**

This section must include a staffing plan, shown in organization chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. The staff organizational chart should show personnel available to work on the project. At a minimum, this section should include:

- Name of the designated manager(s)
- Organization’s name (e.g. – managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.
- Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or if the team member is a subcontractor. Resumes are also to include any project experience with the City of Rockville.
- Portfolios for all managers to include projects related to the tasks outlined in this proposal, which are similar in size and scope to the needs of the City of Rockville.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

*Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.*

*Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.*

*Note: The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all subcontractors together with a description of anticipated percentage of the work being sub-contracted are to be provided in the Execution of Offer. The offeror assumes full liability for the performance of all subcontractors.*

*Note: The City reserves the right to contact customers referenced to verify/confirm details provided by your firm.*

*Note: The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.*

d. **SUB-CONTRACTORS**

List any sub-contracting disciplines needed to provide all requirements of this RFP and identify all Sub-Contractors and/or other proposed members of the Project Team not mentioned to this point, and describe what portions of the requirements they would perform along with their experience, qualifications and capabilities to provide the specified services.
Respondents shall clearly state if they intend to sub-contract any portion of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the potential work being sub-contracted are to be provided. The Contractor assumes full liability for the performance of all subcontractors.

The City of Rockville reserves the right to require Contractor and any third party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All sub-contractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

In the event an unforeseen need arises to utilize a subcontractor after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the contract.

g. **PRICE PROPOSAL**
   It is the intent of the City of Rockville to enter into a contractual agreement with one (1) selected respondent based upon the requirements outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations of a lump sum price. The Execution of Offer (Attachment A) should contain the total cost of your proposed services. Respondent must attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum:

   i) A lump sum fee proposal for completing the services described herein.

   ii) An estimate of the hours and hourly rates that will be required by the lead Consultant and other members of the project team, including all sub-contractors, to complete the services and all deliverables described herein. Hourly rates shall include all profit, fees and other personnel expenditures.

   iii) Identify all non-labor costs including plan copies, courier, mailing, data processing, forms, fax transmissions, telephone calls, printing and all other expenses or incidentals. No additional payment will be made for travel expenses.

   iv) Provide hourly rates for additional meetings beyond those provided for in the specifications.

   v) Provide hourly rates for additional on-site presentations beyond those provided for in the specifications.

   vi) Provide hourly rates for additional non-site presentations beyond those provided for in the specifications.

Failure to provide these costs may result in the disqualification of your proposal.

*Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.*

*Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.)*

h. **OTHER RELEVANT INFORMATION**
   Provide any additional information you wish to call to the City’s attention with respect to your firm’s qualifications and how it can add value to this project.

i. **REFERENCES**
   Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville. Information about the City of Rockville can be found at the following web address:

   http://rockvillemd.gov/

Provide the current name, address, telephone number, contact person, scope of services and/or project description and cost of at least six (6) specific references (preferably local governments such as the City of
Gaithersburg, Montgomery County, Maryland State Highway Administration, Howard County, etc.) your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- Three (3) of these references are to be for current, unfinished projects.
- Three (3) of these references are to be for completed projects not to exceed three (3) years in age.

Additionally, provide the current name, address, telephone number, and contact person on the Reference Form (Attachment B) for additional, related private and/or international sector projects.

j. **Execution of Offer**

Complete and return the attached Execution of Offer form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

k. **Other Miscellaneous Required Elements**

i. **Affidavit Form**

Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

ii. **Respondent’s Questionnaire**

Complete and return the attached Respondent’s Questionnaire Form (Attachment D) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

iii. **Performance & Payment Bonds**

The City reserves the right to require Contractor to provide City standard issue performance and payment bonds, prior to starting work on any individual projects, in instances where it is necessary that payment(s) be made prior to beginning the work and/or in instances where it is necessary to make payment(s) for hours worked, where no deliverables of equal value are received and accepted.

iv. **Agreement**

Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement (Attachment E).

v. **Insurance**

Provide a statement that the firm, if awarded the contract, shall meet all the insurance requirements contained within this proposal document. Provide a copy of a current Certificate of Insurance.

10. **Evaluation and Award**

An Evaluation Committee(s) consisting of City staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm and Project team Qualifications, including quality of comparable Experience</td>
<td>10%</td>
</tr>
<tr>
<td>References and work sample including prior work design aesthetic</td>
<td>10%</td>
</tr>
<tr>
<td>Project Approach:</td>
<td>50%</td>
</tr>
<tr>
<td>- Understanding of the work required,</td>
<td></td>
</tr>
<tr>
<td>- Proposed methodology for completing work,</td>
<td></td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>30%</td>
</tr>
</tbody>
</table>

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.
Selection will be made of one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one offeror, which, in its opinion, has made the best proposal, and will award a contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations to clarify their proposals, including presenting proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters.

The City of Rockville reserves the right to reject all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

In the event of oral presentations, the participating committee members will independently evaluate the presentations based on the following criteria:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Ability to Communicate Technical Concepts to Groups Without Related Backgrounds</td>
<td>50%</td>
</tr>
<tr>
<td>6. Experience of Staff in Providing Related Services to Similar Sized Entities</td>
<td>50%</td>
</tr>
</tbody>
</table>

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposals will be rescored to combine and include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO.

Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The City Manager, or the Mayor and Council will make the final decision of award based on the recommendations of the Review Committee(s), and endorsement of any other governmental bodies if necessary.

11. COMPENSATION
The City will only compensate Contractor in the form of either one (1) lump sum payment upon completion and acceptance of all work, or monthly progress payments for work completed, which has also resulted in a deliverable of equal value that has been received and accepted by the City.

Note: In any event, compensation shall not exceed the fixed, firm lump sum price proposed within Contractor’s offer.

Note: The City reserves the right to develop an evaluation formula for pricing after receipt of proposals, and reserves the right to give preferential price scoring to offers containing lump sum payment upon completion and acceptance of all work.

12. INVOICING AND PAYMENT
The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates), earned value chart (where applicable) and estimated percent completion for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City purchase order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following addresses:
Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

13. **PAYMENTS TO SUBCONTRACTORS**
   Within seven days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either:

   Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor’s payment and the reason for non-payment.

14. **CONTRACT ADMINISTRATOR**
   Contact information for the contract administrator will be provided upon award.

15. **CITY RESPONSIBILITIES**
   The City will provide copies of any readily available information, which it deems as helpful to the Contractor, however the City does not warrant the accuracy of any documents and/or information.

16. **ADDITIONAL COMPLIANCE**
   All services shall be performed in compliance with industry standards has determined by the City of Rockville, and all federal, state, and local laws, ordinances and regulations.

17. **OWNERSHIP OF DOCUMENTS**
   Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors’ obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

18. **CONTRACT EXCLUSION AND AFFIRMATION**
   Signing the Letter of Interest and Execution of Offer with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:

   - The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
   - The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
   - The firm, corporation, partnership or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
   - The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.
19. **Public Information Requests**

Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirement and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

20. **Cost Reduction/Savings**

It is the City’s intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

21. **Compliance With Contract**

The City of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the Requirements, Request for Proposal, Contractors Proposal and Contract, as well as, acceptable fulfillment of the contract on the part of the Contractor.

22. **Proof of Compliance With Laws**

When required, the Contractor shall furnish the City of Rockville with satisfactory proof of its compliance with all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

23. **Abandonment, Dissolution and Restructuring**

A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.

24. **Independent Vendor Status**

Contractor agrees that Contractor and Contractor’s employees and agents have no employer-employee relationship with the City of Rockville. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

25. **Right To Audit**

At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor’s records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

26. **Non-Disclosure**

Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.

27. **Publicity**

Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville’s name in connection with any sales promotion or publicity event without the prior express written approval of the City.

28. **Severability**

If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
29. **NON-WAIVER OF DEFAULTS**

Any failure of the City of Rockville at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any subsequent agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

30. **ADDITIONAL GENERAL TERMS AND CONDITIONS**

- The City of Rockville and the Contractor are referred to throughout this document. The Contractor is the individual, firm, corporation or any combination thereof with which any subsequent contract is made by the City of Rockville.

- The offeror shall carefully examine the requirements and secure from the City of Rockville additional information, if necessary, that may be requisite to a clear and full understanding of the need.

- The Contractor shall agree to ensure the continuity of the designated primary Project Manager assigned to perform the service. Contractor represents and warrants that the primary Program Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Program Manager and Contractor agrees that Contractor’s removal or replacement of the primary Program Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Program Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.

- The Contractor shall ensure the designated Program Manager has the management and technical expertise to perform the required services of the program.

- The Contractor shall ensure that the Program Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.

- Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Program Manager to communicate with all necessary parties through the term of this contract. It is expected that the Program Manager utilize technology to communicate while traveling, as well as, administrating this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.

- 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 to this document’s requirements for possible consideration and/or inclusion in future like requirements are encouraged.

- The terms and conditions found within Attachment F shall apply to any and all aspects of this work. In the event any terms and/or conditions are found to be conflicting within the entire Request for Proposal document, the City of Rockville shall determine, which terms and/or conditions apply on a case-by-case basis.

- Any and all third party (sub) contractors utilized shall adhere to and meet the requirements of Attachment F. Additionally, upon request by City staff, third party (sub) contractors are to provide Certificates of Insurance, which meet the City’s minimum requirements.
- The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without cost to the City. The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

- Contractor’s personnel shall be respectful and cautious of City of Rockville employees work areas and personal property, as well as, courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful, cautious, and courteous.

- The City reserves the right to retain all proposals submitted and to use any ideas therein regardless of whether that proposal is selected.

- References throughout this document to the City of Rockville, Mayor and Council, City staff, Department of Finance, and/or Purchasing Division may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.

- References throughout this document to bidders, companies, contractors, firm, offerors, respondents, consultant, etc. may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.
CITY OF ROCKVILLE
EXECUTION OF OFFER FORM
REQUEST FOR PROPOSAL 25-18

TOWN CENTER WAYFINDING SIGNAGE PLAN

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES PROPOSED ON THIS FORM.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lump Sum Fee for Completing All Work</td>
<td>1 JOB</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL: $____</td>
</tr>
<tr>
<td>2. Attach an Estimate of The Hours And Hourly Rates Required Per Section 8, Sub-Section g, Item ii, Entitled “Price Proposal”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Attach an Itemized List Identifying All Non-Labor Costs Per Section 9, Sub-Section g, Item iii, Entitled “Price Proposal”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Hourly Rate for Additional Meetings</td>
<td>1 HOUR</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>5. Hourly Rate for Additional On-Site Presentations</td>
<td>1 HOUR</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>6. Hourly Rate for Other Non-Site Services</td>
<td>1 HOUR</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>7. Optional Performance And Payment Bonds</td>
<td>1 SET</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>8. Optional Work Firm Price Per Section 2, Task 5</td>
<td>1 HOUR</td>
<td>$__________</td>
<td>$__________</td>
</tr>
</tbody>
</table>

Note: Attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum the data and information requested in Section 9, Sub-Section g.
Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.
Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

NAME OF OFFEROR________________________________________RETURN THIS FORM WITH PROPOSAL
COMPENSATION FORMAT
Confirm which compensation format is offered as set forth in Section 10:

Lump Sum __________ Progress Payments __________

DELIVERY
Confirm ability to begin work within ten (10) calendar days after receipt of a purchase order, and complete all work on or before December 21, 2018.

Yes __________  No __________

LIST OF SUBCONTRACTORS OR SUPPLIERS
Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A)______________________________________________________________________________________

(B)________________________________________________________________________________________

(C)_______________________________________________________________________________________

(D)_______________________________________________________________________________________

(E)_______________________________________________________________________________________

(F)_______________________________________________________________________________________

(G)________________________________________________________________________________________

NAME OF OFFEROR___________________________RETURN THIS FORM WITH PROPOSAL
EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will 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 Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, 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 proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF OFFEROR _______________________________ RETURN THIS FORM WITH PROPOSAL
IF AN INDIVIDUAL:

NAME:__________________________________________________________

________________________________________________________________
Street and/or P.O. Box

________________________________________________________________
City State Zip Code Fed ID or SSN

________________________________________________________________
(SEAL) Date

________________________________________________________________
Signature

________________________________________________________________
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:______________________________________________________________

(SEAL) Date

________________________________________________________________
Signature

________________________________________________________________
Print Signature

TITLE:__________________________ WITNESS:_______________________

________________________________________________________________
Signature

________________________________________________________________
Print Signature

NAME OF OFFEROR___________________________RETURN THIS FORM WITH PROPOSAL
IF A CORPORATION:

NAME OF CORPORATION:__________________________________________________________

Street and/or P.O. Box

__________________________________________

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION:______________________________________________________

BY:_______________________________________(SEAL)________________________

Signature Date

______________________________

Print Signature

TITLE:______________________________ WITNESS:_______________________________

Secretary’s Signature

______________________________

Print Signature

REMITTANCE ADDRESS (if different than above)

__________________________________________

Street and/or P.O. Box

City State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation’s name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by “t/a” (trading as) or “d/b/a” (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME:________________________________________________________

TELEPHONE:____________________________________________________

EMAIL:________________________________________________________

PAYMENT REMITTANCE ADDRESS

__________________________________________________________

NAME OF OFFEROR___________________________RETURN THIS FORM WITH PROPOSAL
The Offeror shall be a competent and experienced contractor with an established reputation within the community. The Offeror shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of three (3) projects involving work as specified. The Offeror shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror 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 proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Address:</th>
<th>Contact Person:</th>
<th>Phone:</th>
<th>Contract Value:</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
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<td>3.</td>
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</tr>
</tbody>
</table>

NAME OF OFFEROR ___________________________ RETURN THIS FORM WITH PROPOSAL
(ATTACHMENT C)

AFFIDAVIT

I hereby affirm that:
I am the ___________________________ and the duly authorized representative of the firm of _____________________________ 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 further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

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 is to 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.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder 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 bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, 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 bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder 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 these affidavits are true and correct.

Signature and Title________________________ Date________________________

NAME OF OFFEROR________________________________ RETURN THIS FORM WITH PROPOSAL
(ATTACHMENT D)

RESPONDENT’S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _______

2. Type of Operation: Individual ___ Partnership ___ Corporation ___ Government ___
   
   Number of Employees: ______ (companywide)
   Number of Employees: ______ (servicing location)

   Annual Sales Volume: ______ (companywide)
   Annual Sales Volume: ______ (servicing location)

3. State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by the City of Rockville.

4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.

5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with The City of Rockville.

7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF OFFEROR____________________________RETURN THIS FORM WITH PROPOSAL
AGREEMENT

THIS AGREEMENT, made this ___ day of ____________, 2012 by and between the
MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation organized under the
laws of Maryland, hereinafter referred to as the "CITY", and <CONTRACTOR’S NAME>
hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide <DESCRIBE THE SERVICE>

WHEREAS, the City desires to employ the services of the Contractor in connection with
the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties
hereeto agree as follows:

I. SCOPE OF WORK. The Contractor agrees to perform the work described and be
bound by the terms and conditions set forth in the <letter agreement dated xxx or RTP# and
title> hereto attached a made a part hereof and identified as Exhibit “A” and in the
CONTRACTOR’S proposal dated xxx, hereto attached a made a part hereof and identified as
Exhibit “B” ; <reference other attachments as necessary> In the event any terms of the attached
exhibits conflict with this Agreement, this Agreement shall prevail. <if numerous exhibits list
prevailing exhibit(s)>

Contractor shall perform the services described in this Agreement (a) in a timely, diligent
and professional manner in accordance with recognized standards of the applicable industry or
profession, and; (b) in accordance with the time periods set forth in this Agreement and in the
schedule and sequencing specified by the City. Contractor shall furnish efficient business
administration and superintendence and shall use its best efforts to ensure that such services
being performed under this Agreement are completed in the best way and in the most expeditious
and economical manner consistent with the City’s best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by
this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies,
surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by
the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this
Agreement, the Contractor agrees that he will comply with all applicable federal, state and local
laws relating to discrimination in employment.
5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. **CONTRACT TERM.** This Agreement shall be effective upon execution of the contract and shall continue through [TERM OR COMPLETION DATE].

8. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. **SUBCONTRACTS.** None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit
“A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit “A” by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City’s express written consent which may be withheld in the City’s sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor’s employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM > In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.
21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

__________________________________________
City Clerk

By:______________________________
City Manager

THE MAYOR AND COUNCIL OF ROCKVILLE

ATTEST

<CONTRACTOR NAME>

__________________________________________
By:______________________________ (Seal)

Print or Type Name

Print or Type Title

Approved as to form and legality:

__________________________________________
City Attorney
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

   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=

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.

9. **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.

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

11. **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.

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

13. **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.

14. **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:

- The ability, capacity and skill of the bidder to perform the contract or provide the services required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the goods or services to the particular use required;
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
- Such other information as may be secured by the City having a bearing on the decision to award the contract.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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 proper 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.

26. **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)

27. **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.
28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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 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.

35. **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.

36. **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.
37. **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.

38. **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.

39. **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)

40. **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.

41. **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.

42. **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.

43. **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.
45. **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.

46. **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.

47. **ABANDONMENT OF 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 unecessarily 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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **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.

54. **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.

**INSURANCE REQUIREMENTS REV2 (09/08)**

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. <strong>Workers’ Compensation</strong></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. <strong>Employers’ Liability</strong></td>
<td>Bodily Injury by Disease: $500,000 policy limits</td>
<td></td>
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<tr>
<td></td>
<td>Bodily Injury by Disease: $100,000 each employee</td>
<td></td>
</tr>
<tr>
<td>3. <strong>Commercial General Liability</strong></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><strong>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</strong></td>
</tr>
<tr>
<td>b. Property Damage</td>
<td></td>
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<tr>
<td>c. Contractual Liability</td>
<td></td>
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<tr>
<td>d. Premises/Operations</td>
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<tr>
<td>e. Independent Contractors</td>
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<td>f. Products/Completed Operations</td>
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<td>g. Personal Injury</td>
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<tr>
<td>4. <strong>Automobile Liability</strong></td>
<td>Combined Single Limit for Bodily Injury and Property Damage - (each accident):</td>
<td>$1,000,000</td>
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<td>--------------------------</td>
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</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.</td>
<td>Form CA20 48 02 99 form to be both signed and dated.</td>
</tr>
<tr>
<td>b. Hired Autos</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Non-Owned Autos</td>
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</tbody>
</table>

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<thead>
<tr>
<th>5. <strong>Excess/Umbrella Liability</strong></th>
<th>Each Occurrence/Aggregate:</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>6. <strong>Professional Liability (if applicable)</strong></th>
<th>Each Occurrence/Aggregate:</th>
<th>$1,000,000</th>
</tr>
</thead>
</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  
(Contract #, title)  
City Hall  
111 Maryland Avenue  
Rockville, MD 20850
The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments (“MWCOG”) and the Baltimore Metropolitan Council (“BMC”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format
A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

   1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

   1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

   2.1 The contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

   2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well as reporting other participating entities added on the contract, on demand and without further approval of contract participants;

   2.3 Contract obligations rest solely with the participating entities only;

   2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives

MAPT RIDER - DO NOT RETURN WITH PROPOSAL