



City of Rockville  
Rockville, Maryland

**REQUEST FOR PROPOSAL # 06-26**

**LINCOLN PARK COMMUNITY CENTER ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM**

**Proposals Due by 2:00 P.M., Wednesday January 7, 2026**

ISSUED ON OCTOBER 30, 2025, BY:

Leela R. Fireside  
Principal Buyer  
Procurement Department  
City of Rockville, City Hall  
111 Maryland Avenue  
Rockville, Maryland 20850  
Phone: (240) 314-8434  
Fax: (240) 314-8439

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

**MFD-V Outreach Program**

**It is the intent of the City of Rockville to increase and encourage opportunities for minority, female, disabled, or veteran (MFD-V) 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 economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov) or 240-314-8430.**



**Statement of "No Proposal Submittal"**

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to the buyer listed in this RFP by **email only to lrfireside@rockvillemd.gov**.

I/WE HAVE DECLINED TO PROPOSE TO **RFP #06-26**, titled LINCOLN PARK COMMUNITY CENTER ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

| (✓) | Reason                                                 |
|-----|--------------------------------------------------------|
|     | Proposal requirements too "restrictive".               |
|     | Insufficient time to respond to Request for Proposals. |
|     | We do not offer this service.                          |
|     | Our schedule would not permit us to perform.           |
|     | Unable to meet requirements.                           |
|     | Unable to meet insurance or bond requirements.         |
|     | Scope of Services unclear (please explain below).      |
|     | Other (please specify below).                          |

REMARKS:

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Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 06-26  
LINCOLN PARK COMMUNITY CENTER ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM**

**RECEIPT AND HANDLING OF PROPOSALS**

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **2:00 P.M. EST JANUARY 7, 2026**. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution. Proposals delivered in any other fashion will not be considered. Properly submitted proposals will be opened in a virtual environment after the time set for receipt of proposals.

Submission of a proposal electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this request for proposals.

Proposals presented after the proposal receiving deadline will not be received for any reason. The official time clock for receiving proposals will be that of the City's third-party software solution provider's located at Rockville City Hall.

**ATTENTION: OFFERORS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD-PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE PROPOSAL. OFFERORS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE PROPOSAL TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.**

In accordance with Chapter 17 of the Rockville City Code, competitive sealed proposals are not publicly opened or otherwise handled so as 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.

**REQUEST FOR PROPOSALS (RFP) DOCUMENTS**

The RFP documents are available via the City's Collaboration Portal only at:

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](https://rockvillemd.gov/contractinsight)

**WALK-THROUGH**

The walk-through is optional. Individuals interested in viewing the vicinity of the work are encouraged to do so during the on-site walk-through held on **November 18, 2025, AT 10:00AM EST**. This will be the only walk-through. Offerors shall assume complete responsibility and liability for any and all visits.

Questions relating to this RFP will not be answered during the site walkthrough. Any person who attends the walk-through will need to sign in, in-person, at the time of the walk-through.

### **SUBMITTAL OF QUESTIONS**

Technical and contractual questions pertaining to this RFP may be directed to Leela R. Fireside, Principal Buyer, via the City's Collaboration Portal no later than Friday December 5th, 2025. Oral answers to questions related 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 City's Collaboration Portal listed below:

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](https://rockvillemd.gov/contractinsight)

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

### **SITE LOCATION**

The site is located at Lincoln Park Community Center (LPCC), 357 Frederick Avenue, Rockville, MD 20850.

### **PROJECT DESCRIPTION**

The City is soliciting proposals from qualified solar photovoltaic (PV) providers to design, furnish, and install a turn-key installation of approximately 35kW DC of rooftop solar PV at the LPCC.

The City is requesting a proposal for one base configuration with optional pricing for system operation and maintenance services for the PV system for 5 years.

### **SINGLE 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 offeror shall be required to complete a two-party agreement. By submitting an offer in response to this Request for Proposal (RFP), an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and any subsequent two-party agreement. Part or all of this RFP and the successful proposal may be incorporated into the two-party agreement.

### **NOTICE TO OFFERORS/RESPONDENTS**

"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 or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify

with the Department of Assessments and Taxation.” 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](mailto: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 subdepartment 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 Department.

**NO CONTACT POLICY**

Unless otherwise stated, any contact with any City official, employee, agent, or other representative concerning this Request for Proposals other the assigned buyer or procurement representative is prohibited. Any such unauthorized contact may disqualify the respondent from this procurement.

**CITY OF ROCKVILLE**  
**RFP #06-26**  
**SUBMITTAL CHECKLIST**

- \_\_\_\_\_ Responses shall be submitted electronically via the City's Collaboration Portal no later than the due date and time as shown in this solicitation.  
[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)
- \_\_\_\_\_ Complete and return the Execution of Offer (Attachment A) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.
- \_\_\_\_\_ Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment B) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.
- \_\_\_\_\_ Complete and return the attached Respondent's Questionnaire Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal
- \_\_\_\_\_ Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document. **(This information should be provided in your letter of transmittal)**
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to:  
<https://dat.maryland.gov/Pages/default.aspx>
- \_\_\_\_\_ Check the City's Collaboration Portal for any addenda and acknowledge in Attachment A

**Note: The City will no longer generate check payments to awarded vendors. Only electronic payments will be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.**

**NAME OF BIDDER** \_\_\_\_\_

**RETURN THIS FORM WITH PROPOSAL**



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**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 06-26  
LINCOLN PARK COMMUNITY CENTER ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM**

**I. PROJECT OVERVIEW**

**A. Intent.**

It is the intent of this solicitation to engage one qualified firm to design, furnish and install a turn-key installation of approximately 35kW DC of rooftop solar Photovoltaic (PV) at the Lincoln Park Community Center (LPCC).

The City is requesting a proposal for one base configuration with optional pricing for system operation and maintenance services for the PV system for 5 years.

- Base: Design, furnish and install (25-year warranty) with funding from the Department of Energy's (DOE) Energy Efficiency Conservation Block Grant (EECBG) plus possible additional City funds;
- Option 1: Fixed annual pricing for operations and maintenance (O&M) for 5 years.

**B. Background.**

LPCC was established in 1970 and is the heart of the Lincoln Park community. It has a rich history, where a deep sense of pride and love for the community is shown and expressed daily. Many programs and special events at the LPCC is designed to include everyone. The 12,500 square foot community center has a fitness room, computer lab, game-room, gymnasium, kitchen, multipurpose room, library, and kitchen open to the community seven days a week.

The City's interest in pursuing solar PV systems at the LPCC reflects the following prioritized goals aligning with the City's Climate Action Plan:

- i. Increase local renewable energy generation, reduce reliance on the electric grid, and reduce electricity costs.
- ii. Reduce the City's impact on the climate by reducing greenhouse gas emissions from municipal operations.
- iii. Provide regional health benefits through reduced regional air pollution.



| Site Details                  |                                    |               | Solar PV Details |                   |          |
|-------------------------------|------------------------------------|---------------|------------------|-------------------|----------|
| Name                          | Address                            | Electric Load | PV Type          | Estimated PV Size |          |
|                               |                                    | kWh/year      |                  | kW-DC             | kWh/year |
| Lincoln Park Community Center | 357 Frederick Avenue, Rockville MD | 117,670       | Rooftop          | 35                | 42,000   |

- **Desired Solar PV System Description:** The City is seeking the above Rooftop PV system to be sized to maximize annual kWh generation. The roof was replaced in 2025; further detail is provided in **Appendix A – Site Roof & Building Electrical Drawings** and **Appendix B - Site Roof Image with Square Feet**.
- **System Ownership:** The City is planning for 100% solar PV ownership along with ownership of all generated Renewable Energy Credits (SREC's).

**C. Term of the Agreement.**

**SINGLE TERM**

The Contractor shall begin work within 15 calendar days after receipt of a Purchase Order. All work shall be completed on or before May 1<sup>st</sup>, 2026.

For Option 1 for operations and maintenance, there will be a multi-year term of 1 year with 4 annual options to renew.

**D. Minimum Requirements.**

In order to be considered, the firm must provide all of the following:

In order to be considered, the firm must meet all of the following criteria:

The Respondent shall have qualifications necessary to complete the project scope and deliver the required deliverables. The Respondent shall have relevant and similar experiences as those listed in the Scope.

The Respondent's firm shall have the following Licenses and Certifications at the time that the proposal is submitted:

- A licensed Maryland Master Electrician to oversee or directly perform the electrical work.
- A North American Board of Certified Energy Practitioners (NABCEP) PV Installation Professional or company-level accreditation.

The cost to achieve the various certifications, re-certifications, and Core Training, including course costs, time and mileage to attend the training/testing, shall be paid for by the Respondent, not City of Rockville. Other related training may also be required based on changing City of Rockville policies. Consultants are expected to make reasonable accommodations for their staff to attend training.

Key Staff changes may only be requested after final selection if the Key Staff is no longer available to perform on the contract or at the request/agreement of the City. A letter outlining the reason for the change and the names of the Key Staff involved in the replacement request must be in writing on the firm's/JV's letterhead along with a one (1) page resume per the requirements outlined in this RFP.

Periodically, new guidelines, processes, laws, and mandates may require additional activities not clearly cited in the RFP. All activities required to deliver a project or program, whether new or existing, unless otherwise controlled by regulation or statute, will be completed under this contract. If special skills or services are identified that are beyond the expertise of the consultant, then new subconsultants may be required to be added to the contract to support project delivery.

This is not an all-inclusive list as this contract may include other professional services related to the scope outlined above.

The Respondent shall not enter onto private property for any purpose until authorized by the City. The Respondents must notify the City immediately if damage occurs to property and shall be responsible for any such damage.

No payment for overtime work shall be made without authorization from the City. When overtime is required and authorized, and when payment therefore may involve premium costs, there shall be no payroll additive.

If overtime is required and authorized, premium overtime costs are reimbursable as a direct cost when an employee works more than 40 hours per week on City projects based upon the Respondent's work week. Regularly scheduled paid company holidays may be included in the calculation of "hours worked", but time off for any other leave (e.g. vacation, personal, compensatory or sick leave) is to be excluded from "hours worked" when calculating premium time reimbursement. The fact that an employee works more than eight hours in a single day does not necessarily mean that premium overtime costs are allowable as a direct cost since reimbursement is determined on a weekly basis. Any premium overtime paid to employees, but not directly billable under this policy, may be allowed as an indirect cost.

The City Recreation and Parks Department (R&P) will provide the successful Respondent with existing information regarding the rooftop and the site, general guidance and liaison services to other city, county, or state agencies. R&P will assist the successful Respondent by providing guidance and background material. This is not an all-inclusive list. The City may provide additional services/materials as appropriate.

The Respondent shall supply all required personal protective equipment and safety items necessary to perform the scope of work. All equipment must comply with all OSHA and other applicable regulations.

The Respondent shall supply all necessary tools, equipment, and items needed to perform the scope of work. The Respondent will be required to supply all other tools and equipment not listed in order to perform the scope of work referenced in the solicitation.

The Respondent shall perform all contract services in accordance with good industry practice, all applicable laws and regulations, and the current editions of the following references, their interim specifications, their successor replacement references, and all other pertinent guidelines and memoranda as released by applicable Federal, State, and local jurisdictions including, but not limited to the following publications:

- 1) Rockville City Code;
- 2) Applicable PEPCO regulations;
- 3) DBRA requirements;
- 4) City Building and Fire Codes (Chapter 5 and Chapter 9 of the Rockville City Code), which includes: 2021 International Building Code, 2023 National Electric Code (NEC) (NFPA 70) and the State of Maryland Fire Prevention Code (if applicable);
- 5) International Electrotechnical Commission (IEC) 61215 or 61646 performance standards, Underwriter Laboratories (UL) 1703 fire code, and California Energy Commission (CEC) requirements relating to system modules; and
- 6) IEC 62109, UL1741 and CEC-requirements relating to inverters.

#### **Respondent's Project Manager Qualifications**

Assigned project manager should have a minimum of two years of experience managing similar solar projects.

In the event the respondent does not meet these minimum requirements, the respondent will be found to be not qualified and removed from further consideration.

The respondent shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document the qualifications. Failure to provide the documentation with the proposal shall be grounds for deeming the firm not qualified and removing the proposal from further consideration. This is a non-negotiable item.

Please be advised that the City is required to check the website [www.SAM.gov](http://www.SAM.gov) and verify that the firm does not appear on the Excluded Parties List. (2 CFR Part 180; Appendix II(H) to Part 200).

#### **DBRA Requirements**

The contractor acknowledges that by entering into this contract with a contracting agency, funded by a Department of Energy Grant, the contractor agrees to comply with terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis--Bacon and Related Acts (DBRA) and exceeds (or will

exceed) \$2,000. Definitions for many of the terms used are provided in [29 CFR 5.2](#) and outlined in detail within Attachment F.

**E. Projected Project Timeline.**

| <b><u>DESCRIPTION</u></b>                   | <b><u>TARGET DATE</u></b>                |
|---------------------------------------------|------------------------------------------|
| RFP Issued                                  | Thursday October 30 <sup>th</sup> 2025   |
| Site Walkthrough                            | Tuesday November 18 <sup>th</sup> , 2025 |
| Offeror's technical questions due via email | Wednesday December 3rd 2025              |
| Addendum to RFP issued, if required         | Friday December 12 <sup>th</sup> 2025    |
| Proposals due to the City                   | Wednesday January 7th 2026               |
| Contractor discussions/negotiations         | January 2026                             |
| Contract Award                              | January 2026                             |
| Notice to Proceed                           | February 2026                            |

The target dates provided are estimates and may be subject to change during the process.

**F. Procurement Contact.**

The sole point of contact at the City for purposes of this RFP, prior to award of any contract, is:

**Leela R. Fireside, Principal Buyer**  
City Hall – Procurement Department  
111 Maryland Avenue  
Rockville, MD. 20850  
Telephone: (240) 314-8434  
Email: [lrfireside@rockvillemd.gov](mailto:lrfireside@rockvillemd.gov)

**G. Contract Administrator.**

The designated contract administrator following contract award will be:

**Denzel J. John, Sustainability Program Manager**  
111 Maryland Avenue  
Rockville, MD. 20850  
Telephone: (240) 314-8881  
Email: [djjohn@rockvillemd.gov](mailto:djjohn@rockvillemd.gov)

**II. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The City of Rockville is soliciting proposals from qualified solar providers to design, furnish and install a turn-key installation of approximately 35 kW DC of Rooftop Solar PV at Lincoln Park Community Center. The goal of this RFP is to identify a solar partner with the necessary experience to ensure a fully managed and well-executed process. The successful respondent will have demonstrated experience designing, planning, scheduling, permitting, constructing, interconnecting, and potentially maintaining a solar PV system. The respondent is responsible for all permitting and licenses. The respondent should include the cost of all permitting in their proposal. Respondents should be familiar with

PEPCO regulations, provide project financial analysis, and have established on-site safety standards. The City reserves the right to modify the scope of the project at any time.

The respondent shall include design documents for all elements of the project, including, but not limited to, structural, architectural, mechanical, and electrical. The respondent should consider the following guidelines when designing the solar PV system.

A. Rooftop Solar Considerations

1. The respondent shall develop a design for new PV systems that maximizes system size relative to annual kWh generation. It is the responsibility of the respondent to assess the building's structural integrity, roof condition, and shading limitations.
2. Mounting systems shall limit roof penetrations or be fully ballasted. Mounting system design needs to meet applicable local building code requirements.
3. Solar system installation must not void the roof warranty.
4. Conduit penetrations shall be minimized.
5. Systems shall be fixed tilt with an orientation that maximizes annual kWh generation.
6. All roof access points shall be securely locked at the end of each day during construction or O&M activities.
7. System layout shall meet local fire department, code and ordinance requirements for roof access.
8. System layout must adhere to a 5.5' clearance/setback from the perimeter of the roof to comply with a 36" walkway/aisle and accompanying guardrail (to be installed by the City) for safety and risk mitigation.

B. Code Specifications

The installation and power generation and transmission equipment shall comply with applicable building, mechanical, fire, seismic, structural, and electrical codes. Only products that are listed, tested, identified, or labeled by Underwriters Laboratories (UL) or another nationally recognized testing laboratory shall be used as components in the project. Construction must comply with current adopted City Building and Fire Codes (Chapter 5 and Chapter 9 of the Rockville City Code), which includes: 2021 International Building Code, 2023 National Electric Code (NEC) (NFPA 70) and the State of Maryland Fire Prevention Code (if applicable).

**Modules:** System modules shall be certified to International Electrotechnical Commission (IEC) 61215 or 61646 performance standards, Underwriter Laboratories (UL) 1703 fire code listed, and California Energy Commission (CEC) listed.

**Inverters:** Shall be performance certified to IEC 62109, UL1741 listed and CEC-listed with an efficiency of 95% or higher.

C. Warranties

The respondent must provide their standard system warranty coverage along with minimum specific equipment warranty coverage for modules, inverter, racking and workmanship.

**Modules:** 25-Year Power (Performance) & 10-Year Product Warranty.

**Inverter:** 12-Year Warranty. Provide an Extended Warranty price for optional extension to 20-Years or greater or ROM pricing for inverter replacement at conclusion of initial warranty period.

**Racking:** 10-Year Warranty.

**Workmanship:** 2-Year Warranty.

**D. Inspection and Commissioning**

To ensure compliance with all electrical codes, an inspection by a licensed electrical inspector is mandatory after construction is complete. Commissioning tests shall be included in the final inspection and QCP. The respondent's independent commissioning agent shall ensure that:

1. All equipment specifications match the proposed equipment specifications.
2. The physical layout aligns with the as-built diagrams with variations to the proposed system noted.
3. The electrical system as laid out and connected aligns with the as-built one-line diagrams including: fuses, relays and switches with variation to proposed system noted.
4. Each array passes the open circuit voltage and current test.
5. The manual disconnect switch operates correctly.

**E. System Monitoring**

Monitoring of system performance (separate from PEPCO utility meter monitoring requirements) and providing public education are two important elements of this RFP. The City requires a proposal that includes a turnkey monitoring system that can be connected to the City's website for public viewing, monitoring, and data storage of system performance. In addition, the selected vendor must design and install an outdoor rated on-site kiosk (viewing station area) designed specifically for educational purposes at LPCC.

Additionally, the regularly collected data should reflect, but not be limited to, the following:

1. Average and accumulated output (kWh/day, kWh/year, and cumulative kWh) versus building load capacity factor.
2. Air quality emissions averted and real-world equivalents conversion (e.g., homes powered, vehicle miles drive, trees planted, etc.)

**F. [Optional] Operation and Maintenance (O&M) of System – Option 1**

The successful respondent may be selected to provide O&M of the entire Solar PV system over 5 years. Operations and maintenance services are expected to include, but are not limited to:

1. Online monitoring.
2. Performance monitoring, notification, and troubleshooting.
3. Corrective maintenance to mitigate any risk to the system or minimize down time (including operational upkeep of on-site kiosk for public engagement).
4. Quarterly system performance reports comparing actual production to predicted production.
5. Preventative maintenance and inspections to identify and fix problems before they occur, including but not limited to infrared photography for hot spots,

manufacturer-recommended maintenance, hardware torque checks, and array cleanings.

#### G. Manuals and As-Built

Prior to system start-up, the successful respondent shall supply the City digital copies of all Component Product Data and Component Operation and Maintenance manuals. The information shall be sufficient for the City to evaluate and ensure it can appropriately complete O&M over the life of the system if desired. Project as-builts that detail location of all above and underground utilities and components shall be submitted within 30 days of system start-up.

#### H. Final Design Package

The City's requested sections that would be part of the Final Design Package which will be required per the City's two-party agreement are included below. **These are NOT required in the proposal bid.** The "Proposal Requirements" section specifies detailed bid submission requirements.

**Solar PV Description:** A summary of the solar PV system types, sizes, annual production, and site location.

**Schedule:** The equipment procurement and solar PV installation schedule for each site. Project planning and scheduling must coordinate with the project manager and facility manager to minimize impacts to facility operations.

**Design and Engineering Documents:** The design documents for all elements of the project, including, but not limited to, structural, architectural, mechanical, and electrical.

**Site Drawings:** Layout drawing of installation site providing location of all equipment.

**Equipment Details and Specifications:** A high-level summary listing all solar PV system equipment, their associated specification sheets and cutsheets

**Incentives:** The respondent shall complete and submit in a timely manner all documentation required to qualify each system for available rebates and incentives. All RECs are to be assigned to the City.

**Electrical Interconnection:** The respondent shall supply and install all equipment required to interconnect the solar PV system to PEPCO's distribution system. They shall provide an interconnection agreement with PEPCO to ensure all utility requirements are met. All costs associated with utility interconnection shall be borne by the respondent.

**Manuals:** This includes equipment, installation, and O&M manuals for proper system monitoring over the life of the contract. This should dovetail with training of building operating staff for awareness of operation and maintenance.

**Monitoring:** A description of controls, monitors, and instrumentation to be used for the solar PV system. This includes web-based monitoring for performance verification and public education as well as outdoor rated kiosk functionality.

**Safety Plan:** The respondent's plan to ensure safety for all personnel. The respondent shall report accidents, claims, and other on-going safety related issues to the City in a manner consistent with City-wide reporting systems.

**Quality Control Plan (QCP):** At a minimum, the QCP should conform to "IEC 62446 Grid-Connected PV Systems – Minimum Requirements for System Documentation, Commissioning Tests, and Inspections."

**Construction Plan:** This includes the appropriate documentation, plan, and timeline. The respondent shall detail how the installation will take place, including what physical space and resources are needed to place the materials and equipment at LPCC, store the

equipment and materials safely during the time when they are at LPCC and until installation is complete. If the project needs signage and fencing, the design shall specify such resources as are needed to comply with all applicable codes and requirements so as to protect the public, the installers, and any materials and equipment. The respondent shall also identify how long the materials and equipment will be onsite and shall include plans to remove any unused materials and all equipment and clean the site within 48 hours after the installation is complete.

All submittals, drawings, disruption plans, and contract documents shall be reviewed and approved in writing by the City Project Manager prior to submittal for design review/permits. The site, except for the solar PV system footprint, shall be returned to pre-construction conditions as needed.

**Decommissioning Plan:** The respondent shall provide a decommissioning plan comprised of a decommissioning Scope of Work that can be utilized to decommission the installed system at end of life.

**Close Out Report:** The respondent shall report progress of project contract closeout to the City in a manner consistent with the City's reporting requirements. At a minimum, this should include the following information: system nameplate size, overall installed system cost, and estimated and guaranteed annual kWh production (if applicable).

### III. GENERAL INSTRUCTIONS FOR PROPOSAL PREPARATION AND DELIVERY

#### A. Proposal Format.

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

#### 1. Firm Qualifications and Experience – Section “A” (25 Points).

##### a. Table of Contents.

**b. Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the respondent, including a brief description of your firm's location, organization structure, and philosophy. The letter shall also include a statement that the firm, if awarded the contract, shall execute the City of Rockville's two-party agreement and adhere to the City's insurance requirements.

**c. Individuals and Qualifications.** Organization chart and bios (length of time with firm, key projects, work history) of key team members and their capability to perform work for the City. Please only profile individuals that will directly be working on this project. Clearly identify the project manager..

**d. Subcontractors.** Respondents must list sub-contractors that shall be used to accomplish the scope of services. If no sub-contractors are going to be used then please state this in this section.



- e. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and nature of litigation.
- f. **Financial Information.** Provide an official letter from the respondent's financial institution detailing the financial status of the respondent. The letter shall include contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer. 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.

2. **Similar Projects – Section “B” (25 Points).**

Include a minimum of 3 and a maximum of 5 projects completed in the last 3 years similar in scope and complexity to the proposed project. At least 2 relevant experience projects completed within the last 3 years must include a rooftop solar PV project of 25 kW or larger. Include project name, system size (kW), location, and brief 2-3 sentence project description. Highlight your company's permitting and interconnection experience with PEPCO.

**References:** Provide 3 project references, including:

- Client organization, contact name, address, phone number, and email address.
- The nature of work performed and total project size (kW).

**NOTE:** Please do not include projects completed or currently underway with the City of Rockville. If your firm has done work with the City, you cannot provide that work as your only reference.

3. **Project Technical Approach and Implementation Schedule – Section “C” (35 Points).**

- a. **Technical Solution:** Describe your technical approach to the design and construction of the solar project including:
  - Technical Approach, Design, Equipment, Installation.
  - Guaranteed power capacity (kW-DC and kW-AC).
  - Estimated annual electricity production (kWh-AC).
  - Panel, inverter, racking specifications and cutsheets.
  - Equipment and workmanship warranties.
  - Attachments showing the physical layout of the proposed PV, inverter, and conduit.
  - PVSYST report indicating production of the proposed system.

- Proposed monitoring system including, but not limited to, equipment requirements, data output, and maintenance requirements.
- b. **Proposed Schedule:** Identify key project milestones and include any necessary review periods for the City.
- c. **[Optional] Operations and Maintenance (O&M) Plan - Option 1:** If provided, detail full scope of work of proposed O&M services

**4. Fee Schedule – Section “D” (15 Points).**

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:

- a. A lump sum fee proposal for completing the services described herein. (Broken out in Total Labor Costs and Total Material Costs. Also provide Total Project Costs (Material + Labor) as an overall value and as \$/W.
- b. Net present value year 1 to year 25 financial savings using the following assumptions:
  - Electricity Supply and Demand rates from April 2024 – April 2025 utility bills.
  - [2%] City annual electric utility price escalation rate.
  - [3.75%] Approximate City discount rate
  - 25-year evaluation period.
- c. [Optional] Operations and Maintenance (O&M) Plan - Option 1: Provide fixed annual contract pricing per year of a five-year contract. Please price the O&M contract separately from the base bid.
- d. Provide rates for additional services beyond the ones provided for in the requirements.

Failure to provide the costs stated in “a” and “b” above may result in the disqualification of your proposal.

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.

5. **Additional Information/Required Forms – Section “E” (No Assigned Points).**  
Respondents shall include the following documents:

Affidavit Form (Attachment B)

**B. Delivery Requirements.**

All proposal forms and documents as required by this RFP must be electronically filled out, signed (electronic signature is acceptable) and submitted **via one combined pdf document** using the City’s Collaboration Portal **only** at:

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)

Two separate electronic submittals shall be included to provide **one (1) original version and one (1) redacted version of your proposal (unless you do not have a need to redact – in which case so note in your transmittal letter):**

**At a minimum the file name of the pdf document must contain the RFP Number, Offeror’s Name and Proposal Due Date.**

**IV. EVALUATION CRITERIA AND SELECTION PROCESS**

**A. Written Proposal Evaluation.**

The Evaluation Committee will evaluate the written proposal based on the following criteria:

| Evaluation Criteria         |                                                        |                |
|-----------------------------|--------------------------------------------------------|----------------|
| Tab Assignment              | Category                                               | Maximum Points |
| <b>A</b>                    | Firm’s Qualifications and Experience                   | 25             |
| <b>B</b>                    | Similar Projects/References                            | 25             |
| <b>C</b>                    | Project Technical Approach and Implementation Schedule | 35             |
| <b>D</b>                    | Price Proposal/Fee Schedule                            | 15             |
|                             |                                                        |                |
| <b>MAXIMUM TOTAL POINTS</b> |                                                        | <b>100</b>     |

**B. Determining Responsibility.**

In conjunction with the weighted criteria being used to determine the capability of the proposal, the City may consider the respondent’s ability to meet or exceed the following criteria:

1. The respondent’s ability, capacity, and skill to perform the contract or provide the service within the time specified.

2. The quality of the performance of previous contracts or services including previous performance with the City;
3. Previous and existing compliance by the respondent with laws and ordinances relating to the contract or service;
4. Financial resources of the respondent to perform the contract or provide the service; and,
5. Whether the respondent is in arrears to the City on a debt or a contract; whether the respondent is in default on surety to the City; or whether the respondent's taxes are delinquent.

**C. Evaluation Committee.**

The Evaluation Committee is comprised of qualified and recommended City staff members, professional advisors, or local government staff or officials. The Evaluation Committee shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The assigned buyer serves as the non-voting chair of the committee.

**D. Initial Evaluation of Proposals.**

Each proposal is initially evaluated by the Procurement Department to ensure each proposal meets the minimum criteria as set forth in the solicitation document. A proposal tabulation sheet of the essential items required by the solicitation shall be prepared by the buyer and presented to the Evaluation Committee for consideration and action. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline with all requested copies;
2. All documents requiring a signature have been signed and submitted; and,
3. Verification to ensure proper professional licenses or credentials, as required.

The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the respondent's response to this RFP.

**E. Best and Final Offer and Negotiations.**

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiations team will include, at a minimum, a member from the Procurement Department and a member(s) from the requesting Department. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP.

**F. Notice of Intent to Award.**

The Procurement Department shall publicly post a Notice of Intent to Award on the City's website once an award decision is rendered.

(ATTACHMENT A)

**CITY OF ROCKVILLE  
EXECUTION OF OFFER FORM**

**RFP # 06-26**

**LINCOLN PARK COMMUNITY CENTER ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM**

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 QUOTED ON THIS FORM.

| Item | Description                                    | Quantity Required | Unit Price Material | Unit Price Labor | TOTAL UNIT PRICE (LABOR + MATERIAL) | TOTAL PRICE (in \$/W) | Option 1: O&M Year 1 Price |
|------|------------------------------------------------|-------------------|---------------------|------------------|-------------------------------------|-----------------------|----------------------------|
| 1.   | Lincoln Park Community Center Rooftop Solar PV | 1                 | \$                  | \$               | \$                                  | \$                    | \$                         |

*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 III, Sub-Section (A)(4).*

*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: All administrative and indirect costs 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.).*

**COMPENSATION FORMAT**

Compensation will be in the form acceptable to the City, which will be either lump-sum or progress payments as set forth in the attached Standard Terms and Conditions.

Indicate which form your proposal includes:

- (a) \_\_\_\_\_ lump sum;  
(b) \_\_\_\_\_ progress payments.

**NAME OF OFFEROR/RESPONDENT \_\_\_\_\_**  
**RETURN THIS FORM WITH PROPOSAL**

**(ATTACHMENT A - CONTINUED)****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?

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**ADDENDA**

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

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**EXECUTION**

**THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED (ELECTRONIC SIGNATURE IS ACCEPTABLE) 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 PROPOPAL, 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/RESPONDENT \_\_\_\_\_**  
**RETURN THIS FORM WITH PROPOSAL**

**(ATTACHMENT A - CONTINUED)**

***For informational purposes only*** – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: \_\_\_\_\_ yes \_\_\_\_\_ no \_\_\_\_\_ I choose not to respond

**IF AN INDIVIDUAL:**

NAME: \_\_\_\_\_

\_\_\_\_\_  
Street and/or P.O. Box\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip Code\_\_\_\_\_  
Fed ID or SSN\_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Date\_\_\_\_\_  
Print Signature

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

\_\_\_\_\_  
Signature\_\_\_\_\_  
Print Signature**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: \_\_\_\_\_

\_\_\_\_\_  
Street and/or P.O. Box\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip Code\_\_\_\_\_  
Fed ID or SSN

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_  
Print Signature

NAME OF OFFEROR/RESPONDENT \_\_\_\_\_

**RETURN THIS FORM WITH PROPOSAL****(ATTACHMENT A - CONTINUED)****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 SignatureTITLE: \_\_\_\_\_ 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/RESPONDENT**  
**RETURN THIS FORM WITH PROPOSAL**



**(ATTACHMENT B)**  
**A F F I D A V I T**

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

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/RESPONDENT** \_\_\_\_\_

**RETURN THIS FORM WITH PROPOSAL**

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.

**(ATTACHMENT C)****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: \_\_\_\_\_(company wide)  
 Number of Employees: \_\_\_\_\_(servicing location)  
 Annual Sales Volume: \_\_\_\_\_(company wide)  
 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. 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.
5. 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.
6. **ADD ANY ADDITIONAL QUESTIONS (FORMAT OPTIONAL) (CAN ALSO BE ADDED AS A WEIGHTED EVALUATION CRITERIA ITEM)**

**NAME OF BIDDER**\_\_\_\_\_

**RETURN THIS FORM WITH PROPOSAL**

**(ATTACHMENT D)**  
**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN**



**CITY OF ROCKVILLE  
MARYLAND  
GENERAL CONDITIONS AND INSTRUCTIONS**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the offeror'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 that have well known technical or trade meanings are used in accordance with such meanings.
2. **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.
3. **PREPARATION** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. **File name of the pdf document must contain the RFP Number, Offeror's Name and the Proposal Due Date.**

Conditional bids/proposals and bids/proposals containing escalator clauses will not be accepted. Bids/proposals must be signed (electronic signature is acceptable) by an individual authorized to bind the bidder.

4. **LATE BIDS/PROPOSALS** It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.
5. **PROPOSAL AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder/respondent to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution.

Please note, that it is the bidder's/respondent'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 proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

8. **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.
9. **BID/PROPOSAL WITHDRAWAL** Proposals may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified.
10. **MISTAKES** Bidders/respondents are expected to be thoroughly familiar with all solicitation documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder/respondent shall carefully and thoroughly examine these documents for completeness. No claim of any bidder/respondent will be allowed on the basis that these documents are incomplete.
11. **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 store in a secure manner. After such records are no longer need 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>

12. **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.

13. **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.
14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION** Multiple proposals uploaded/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 an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within 10 days from the presentation of the draft two-party agreement to the Contractor.
16. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
17. **INVOICING** 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) 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 address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.
18. **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.
19. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City 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.

20. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
21. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the RFP document, rates quoted are to be firm for two years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
22. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Procurement Department. The submission of a bid/proposal shall be prima facie evidence that bidder/respondent thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
23. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
24. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

25. **TERMINATION FOR DEFAULT** 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 may be made to second ranked respondent, if default occurs within the initial contract period and the second ranked respondent agrees to hold its proposal price, or the work 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.
26. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

27. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** 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 30 days from date of change.

28. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

29. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager 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.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

30. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

31. **RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four 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 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.

- 32. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
- 33. 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 the City's two party-agreement shall be governed by the laws of the State of Maryland.
- 34. SUBCONTRACTING** When allowed, respondents 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.
- 35. RESERVATIONS** The City reserves the right to add or delete any item(s) from the proposal in whole or in part at the City's discretion without affecting the proposal prices for any item or remaining work. The City may waive minor differences in specifications in proposals provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.
- 36. AUTHORITY OF THE CITY MANAGER IN 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 who shall notify the Contractor in writing of his determination. 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 unless an appeal is taken pursuant to the Rockville City Code.
- 37. INDEMNIFICATION OF THE 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 Mayor and 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 part of the Contractor, or subcontractors or agents of the Contractor.
- 38. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.



- 39. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
- 40. RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
- 41. PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent and file the same with the City.  
The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.
- 42. MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall 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.
- Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.
- 43. ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
- 44. BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure

this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

- 45. EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. 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. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, 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.

- 46. LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently 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.
- 47. 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 individual knowing the individual is an unauthorized noncitizen 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 recruit or referral for a fee, of the individual for employment or the discharging of the individual for 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.
- 48. ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
- 49. EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

- 50. 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 the City. 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. 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 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.
- 51. 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.
- 52. COOPERATIVE PROCUREMENT** The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdepartments, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

**(ATTACHMENT E)****INSURANCE REQUIREMENTS**

Prior to 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 electronically submit to the Procurement Department 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:

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

**Policy Cancellation**

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Department. The Contractor shall electronically 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 the 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**

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured 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.

Example:

Certificate Holder

*The Mayor and Council of Rockville*

City Hall

111 Maryland Avenue

Rockville, MD. 20850