



**CITY OF ROCKVILLE**  
Purchasing Division  
111 Maryland Avenue  
Rockville, Maryland 20850-2364  
Phone 240-314-8430 Fax 240-314-8439

**ADDENDUM 1**

**DATE:** September 03, 2025

**REFERENCE:** City of Rockville  
Request for Proposal:

**RFP 30-25**  
**Advanced Metering Infrastructure (AMI) Project**

**Scheduled Submittal Deadline:** **Tuesday, September 30, 2025, at 2:00 P.M. (Eastern)**

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**Please note the following additions, revisions, clarifications, corrections and/or deletions have been made to the above referenced Request for Proposal (RFP):**

**Addition 1:**

Attachment A may be utilized to request additional versions of the City's geodatabase for its meters, assets, and facilities in .csv and/or .xlsx formats, where any and all requirements, terms and conditions pertaining to the City's geodatabase in the RFP shall remain the same.

**Revision 1:**

The due date has been extended to 2:00 P.M. (Eastern), Tuesday, September 30, 2025.

Please sign below to acknowledge receipt of addendum and return with your bid.

Sincerely,

Jonathan Pierson, CPSM, C.P.M.  
Assistant Director

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

JWP/jwp

**Attachment 03**  
**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between The City of Rockville (“City”) and \_\_\_\_\_ (“Contractor”) (collectively, the “Parties”).

WHEREAS, City is providing to Contractor certain Personal Information of the City’s customers to assist Contractor in the performance of its duties and obligations pursuant to this Agreement for the purpose of submitting a proposal in response to the Advanced Metering Infrastructure RFP;

**NOW THEREFORE**, in consideration of the Contractor being provided with the Personal Information from the City, the parties agree as follows:

1. Purpose of Disclosure. The disclosure of Personal Information by the City to Contractor is made for the purpose of:

Preliminary propagation study and AMI network design.

2. Personal Information. “Personal Information” shall mean any information City discloses to Contractor that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information (“Personal Information” or “Information”).

3. Contractor Obligations. Contractor agrees that it will:

(i) Use commercially reasonable efforts to safeguard the Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Information;

(ii) Hold the Information in strict confidence and disclose the Information only to those officers, directors, or employees of Contractor who need to know such Information in order to carry out the Purpose of the Disclosure, and shall inform and direct those individuals that the Personal Information is confidential and that they are required to treat the Information confidentially in accordance with the terms of this Agreement;

(iii) In the event the employment or appointment of any such person is terminated, Contractor agrees to use its best efforts to recover any Information in such person's custody or control;

(iv) Not copy or reproduce any of the Information, except as necessary to carry out the Purpose of the Disclosure;

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(v) Not use any of the Information other than for the Purpose of the Disclosure, and then only in strict compliance with the provisions hereof;

(vi) Not directly or indirectly, either during or subsequent to the term of this Agreement, disclose the Information to any third party;

(viii) Promptly notify City in writing of any unauthorized use or disclosure of the Information; such notice shall include a detailed description of the circumstances of the disclosure and the parties involved;

(ix) In the event that Contractor is requested in any proceeding to disclose any of the Information, Contractor shall provide City with prompt notice of such request so that City may seek a protective order or other appropriate remedy. In the event that such a protective order or other protective remedy is not obtained, the Contractor shall furnish only that portion of the information which is legally required, in the opinion of Contractor's counsel, to be disclosed.

(x) Refrain from engaging in any photography or taking of video of City customers or their property that is not directly related to the scope of Contractor's work for the City.

4. Term. Contractor's obligations hereunder shall commence upon the date first written above and shall continue for a period of five (5) years. Promptly upon termination or City's request, Contractor shall return or certify the destruction of all Personal Information and shall not retain any copies thereof.

5. Indemnification and Other Relief. Contractor agrees to indemnify and hold City harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys, expert witnesses, and court costs) which result from a breach or threatened breach of this Agreement by Contractor. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by Contractor and that City shall be entitled to specific performance as a remedy for any such breach, without the necessity of posting bond or any other security. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or equity to City.

6. General.

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland;

(ii) The prevailing party, as determined by the court, in any action between the parties arising from this Agreement shall be entitled to recover, in addition to any other relief awarded, its costs and expenses incurred in any such proceeding, including, without limitation, its reasonable fees for attorneys, expert witnesses and court costs;

(iii) Should any provision of this Agreement be determined to be void, invalid, or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect;

(v) No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties;

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(vi) Contractor's rights under this Agreement cannot be assigned to any third party without City's prior written consent and any attempted or purported assignment of this Agreement without City's consent shall be void;

(vii) This Agreement constitutes the entire agreement and understanding between the parties with respect to the Personal Information listed above, and supersedes all prior and contemporaneous negotiations, discussions, and understandings of the parties, whether written or oral.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

\_\_\_\_\_

Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_