



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL # 21-22

**ENGINEERING SERVICES AND PROGRAM MANAGEMENT FOR AMI
IMPLEMENTATION AND WATER METER SELECTION AND REPLACEMENT**

Proposals Due by 2:00 P.M. EST, September 7, 2022

ISSUED BY:
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
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 opportunities for minority, female, disabled, or veteran-owned (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. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.



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: City of Rockville, 111 Maryland Ave. (Procurement Office), Rockville, MD. 20850 or fax to 240-314-8439.

I/WE HAVE DECLINED TO PROPOSE TO **RFP 21-22** titled **Engineering Services and Program Management for AMI Implementation and Water Meter Selection and Replacement** 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 Proposal.
	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:

Are you a Minority, Female, Disabled, Veteran-owned (MFD-V) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ Email Address: _____

Authorized Signatory

Printed Name

Title

Date



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

REQUEST FOR PROPOSAL # 21-22

**ENGINEERING SERVICES AND PROGRAM MANAGEMENT FOR AMI IMPLEMENTATION AND
WATER METER SELECTION AND REPLACEMENT**

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 on September 7, 2022**. 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.

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 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 City's Procurement Ordinance, 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/contract-insight-collaboration-portal)

PRE-PROPOSAL MEETING

A virtual, telepresence pre-proposal meeting will be held on **Tuesday, August 9, 2022 AT 2:00 p.m. EST**. Offerors must register below in order to attend the meeting. This meeting is not mandatory; however, offerors are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-proposal meeting. Offerors shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Proposal Meeting Here: [Register](#)

SUBMITTAL OF QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to **Jessica Lewis, Director of Procurement**, via the **City's Collaboration Portal** no later than **Friday, August 12, 2022 at 5:00 p.m. EST**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

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

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

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

PROJECT DESCRIPTION

The City of Rockville, Maryland is requesting proposals from qualified engineering consultant firms for program management services to evaluate and select an AMI system which is to include new water meters. The City is interested in replacing its water meters with new technology, most likely ultrasonic.

AWARD

Award will be made to the most qualified offeror obtaining the highest weighted score as it relates to the technical qualifications evaluated and criteria as outlined in this RFP. Price will be considered and negotiated separately with the selected offeror that is deemed most qualified. 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 standard form of agreement. A sample professional services agreement (Attachment C) is attached. The City reserves the right to make changes to the sample agreement, where no change to the agreement form by the successful offeror will be considered. 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 Contract based on the aforementioned two-party standard form agreement. Part or all of this RFP and the successful proposal may be incorporated into any subsequent Contract.

NOTICE TO OFFERORS/PROPOSERS

"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.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

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

REJECTION OF PROPOSALS

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

DISABILITY INFORMATION

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

W-9 FORM REQUIRED

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

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 proposer from this procurement.

**COVID-19 VACCINATION REQUIREMENT
SEE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS**

CITY OF ROCKVILLE
RFP 21-22
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.

- _____ Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville’s Standard Professional Services Agreement (Attachment C). **(This information should be provided in your letter of transmittal)**

- _____ 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:
[Department of Assessments and Taxation \(maryland.gov\)](http://maryland.gov)

- _____ 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. Electronic payments will only 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 # 21-22

**ENGINEERING SERVICES AND PROGRAM MANAGEMENT FOR AMI IMPLEMENTATION AND
WATER METER SELECTION AND REPLACEMENT**

I. PROJECT OVERVIEW

A. Intent.

The intent of this project is to provide consultant support/project management for the implementation of an AMI system and water meter replacement. The City is interested in replacing its water meters with new technology, most likely ultrasonic. In this document, the terms “program management consultant” and “contractor” are used interchangeably.

B. Background.

The City of Rockville occupies approximately 13.5 square miles within the Metropolitan Washington, DC area and is located 12 miles northwest of Washington DC. Rockville has an estimated population of 67,000 but the City has a smaller utility service area. Rockville’s water and sewer customers total just over 50,000. A map of the City is located in Appendix B of these specifications. Although the Water Treatment Plant is owned and operated by the City of Rockville, the plant is located in Potomac, Maryland within Montgomery County, approximately six miles from the City limits.

Rockville’s water system is extensive (about 170 miles of pipeline) and over the past 10+ years, significant amount of City funds has been invested into the system on water main replacements, water tank rehabilitation and numerous Water Treatment Plant upgrades (residuals handling, ferric chloride, gravity thickener, air scour and a surge tank). The City’s water system is bounded by the Washington Suburban Sanitary Commission (WSSC) water network and interconnections exist for emergency purposes. Rockville draws water from the Potomac River and then treats and supplies water to a majority of its residents. Some areas of Rockville obtain their water and sewer service from WSSC.

The city of Rockville is pursuing advanced metering technology as a platform to enhance the customer experience and more accurately project its brand image while increasing its own ability to improve operational efficiencies related to supply, rate development, water use efficiency, infrastructure replacement, and demand management modeling. As such, the City is looking to acquire consulting services to assist in a project management role with an Advanced Metering Infrastructure (AMI), commonly referred to as “two-way smart metering,” system assessment, selection of

replacement water meters, and subsequent installation design. The project is scheduled for completion within the next seven (7) years. See Appendix A for Project Overview Schedule.

Additionally, the City recognizes that a successful conversion to AMI will require modifying existing infrastructure and existing business processes. The City's existing metering infrastructure is comprised completely of radio reads requiring meter readers driving around the City via separate routes. Residential accounts are read quarterly, while non-residential meters are monthly. This legacy metering model has served the City well for many years. The City is now looking for long-term solutions in the new "two-way smart metering" system, with the capacity to mature with AMI technology and serve the City's long-term metering needs into the future. A breakdown of customer class by quantity is provided in Appendix C.

All City customer connections are currently metered. A breakdown of the City's existing meters by size and customer class are shown in Appendix C. A map of the City's service area is included in Appendix B.

The City has a suite of existing enterprise software platforms that the Consultant's AMI design is expected to interface with seamlessly. Conversely, the City will need to select and implement, under this project, new or replacement software platforms in support of the AMI infrastructure, for example, a new Meter Data Management System (MDMS) and Customer AMI Data Presentation platform. The city's existing enterprise software platforms are identified below.

- Utility billing software (Impresa)
- Current online payment portal (InvoiceCloud)
- Enterprise Asset Management Solution (Hanson, ESRI apps)*
- Enterprise Resource Planning (CGI Advantage) / Financial Information System (CGI Advantage)
- ESRI ArcMap GIS
- Hydraulic Modeling software (InfoWater by Innovyze)
- SCADA System (Aveva InTouch HMI)
- Meter Test Bench

* The city is exploring replacing the current EAM system with Cartegraph.

Additionally, the city does not have any existing enterprise software for the platforms identified below. The AMI design shall consider adding these enterprise software platforms.

- Customer Information System
- SQL Server Reporting Services
- Others, as required.

The City has approximately 13,000 existing water meters in the city. More than 98% of the city are 2" or smaller. The vast majority (>90%) of existing meters in the city are Sensus brand meters. Nearly all City meters are located outside, except for

approximately 200 meters are located indoors, (over 90% of the indoor meters are sub-meters or ‘deduct-meters’ for water usage that does not enter the City’s sanitary sewer system).

The program management consultant’s role as part of the overall project is outlined in Appendix D.

C. Term of the Agreement.

The Contractor shall begin work within fourteen (14) calendar days after receipt of a fully executed contract and Purchase Order. The Program Study Report must be completed by April 3, 2023 and the AMI/Meter Request for Proposals (RFP) must be finalized by October 2, 2023. A preliminary schedule is included in Appendix A.

D. Projected Project Timeline.

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP Issued	July 22, 2022
Virtual Pre-proposal Meeting	August 9, 2022
Offeror’s technical questions due via the collaboration portal	August 12, 2022
Addendum to RFP issued via the collaboration portal, if required	August 19, 2022
Proposals due to the City	September 7, 2022
Contractor oral presentations, if required	Week of October 3, 2022
Contractor discussions/negotiations	Week of October 24, 2022
Contract Award	Week of November 14, 2022
Notice to Proceed	Week of November 8, 2022

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

E. Procurement Contact.

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

Jessica Lewis, Director of Procurement
 City Hall – Procurement Division
 111 Maryland Avenue
 Rockville, MD. 20850
 Telephone: (240) 314-8432
 Email: jjlewis@rockvillemd.gov

F. Contract Administrator.

The designated contract administrator following contract award will be:

Matthew Brew, Principal Civil Engineer
 111 Maryland Avenue

Rockville, MD. 20850
 Telephone: (240) 314-8516
 Email: mbrew@rockvillemd.gov

II. SCOPE OF SERVICES, REQUIREMENTS, AND DELIVERABLES

A. SCOPE OF SERVICES

The City of Rockville, Maryland is requesting proposals from qualified consultant firms for program management services to evaluate and select an AMI system and replacement water meters for the city's water customers.

The City's ultimate goal is to have a comprehensive AMI metering system that, in addition to automating meter reading, is fully integrated with the City enterprise platforms and aligned with the City's key business objectives. Following are key benefits previously identified by management:

1. Generation of goodwill with the City's customer base.
2. Enhanced conservation and customer engagement.
3. Reduced billing error complaints.
4. Identify and quantify non-revenue water.
5. Achieve cost savings by reducing vehicle rolls.
6. Better data for future rate development.
7. Better data for hydraulic modeling and system operations and maintenance.
8. Infrastructure renewal

The following specific goals have been established for this project:

1. Revenue Continuity – A primary goal of the City's AMI Project is to convert the entire portfolio of existing meters to AMI metering while maintaining billing continuity and ensuring a smooth transition to the AMI system for the City and its customers.
2. Customer Engagement – Another primary goal of this project is to further the City's customer engagement with the deployment of tools that provide targeted interactive AMI data to each customer.
3. City Absorption – The City recognizes the roll-out of an AMI system will have significant organizational and business process impacts. Therefore, a primary goal of this project is to ensure successful absorption by the City of the new AMI system.
4. Operational Enhancements – The secondary goal of the City's AMI Project is to leverage AMI data for the enhancement of operational processes where feasible.
5. Implementation Schedule – A goal of the project is to meet the implementation schedule (a preliminary project schedule is provided in Appendix A)

In support of these project goals, the primary objectives of the Consultant during this project will be to:

1. Develop key performance indicators (KPI's) to be established using the above foundational project goals.

2. Guide the City through preliminary design decisions, identify key potential project obstructions, and produce preliminary design documents.
3. Develop a detailed assessment of supporting IT and Communications infrastructure needs.
4. Produce the necessary detailed design documents for the City to contract the procurement and installation of the selected AMI system.
5. Provide construction support and commissioning services during the AMI installation.

B. REQUIREMENTS

MAJOR COMPONENT REQUIREMENTS

The City is requesting proposals from engineering services firms to provide program management for the AMI design, water meter selection, communications plan, IT systems requirements for integration, public relations services and construction support to meet the project goals.

The City expects that the program management consultant will use their expertise to customize each task to improve the City's ability to meet the project goals cost-effectively. Based on their experience, the program management consultant may identify additional elements needed to meet the project goals.

The program management consultant shall determine the relevance of each task identified below to the project and shall expand, reduce, or delete task(s) as the program management consultant deems necessary to suit the requirements of this project. The program management consultant may move these elements around to other tasks as necessary to provide a comprehensive scope of services for the subject project.

The requirements, at a minimum, shall include:

1. Program Study

The program study aims to develop the project criteria and evaluate the options and alternatives for the AMI network and meter selection. The program management consultant shall consider and recommend changes to the City's project goals and preferences, where such changes will notably reduce the cost while delivering a similar level of service. The program study should include the following analysis as a minimum:

- a) **Needs Assessment** - The Needs Assessment (functional assessment) aims to help guide the AMI Project Team (as shown on Appendix D) when selecting and designing a suitable AMI system. The City does not have a current Needs Assessment developed for this need. program management consultant shall develop and execute a process by which to understand and rank the City's organizational needs from the AMI system. The information-gathering phase of the assessment may include a

combination of review of prior work, staff interviews, workshops, City policy and procedure review, RFIs, executive staff meetings, and other means as proposed by the program management consultant's recommendations shall leverage the Project goals, City's Mission Statement, and Executive Staff's direction. This assessment will aide the City in making financially-sound decisions for the project.

- b) Alternatives Analysis** - The Alternatives Analysis (technical assessment) aims to help guide the AMI Project Team when selecting and designing a suitable AMI system. The focus of the Alternatives Analysis is to narrow the potential AMI implementation options to those most suited to meet the City's needs. The analysis should also identify AMI elements that should be eliminated from further consideration. Essentially, the City aims to achieve the lowest lifecycle cost, highest quality AMI system that has industry-wide adoption, is secure end-to-end, and is based on open-source protocols to accommodate the City's competitive bidding mandate. The program management consultant should anticipate evaluating alternatives for every element of the AMI system infrastructure, communication systems, and software (e.g., MDMS and Customer Data Presentation systems). In addition to evaluating the technical elements, the evaluation should also include relevant non-technical elements such as project delivery method, etc.

Provide an evaluation and recommendation of the following communications:

- (1) Acceptable network performance, security, reliability, redundancy, and read rates.
- (2) Future-proofing the installation for additional communications links.
- (3) Future-proofing the installation for connecting additional devices (both AMI and non-AMI devices).
- (4) Practicality of leasing antenna space and/or bandwidth to other Utilities, Public Entities, or Private Companies.
- (5) Provide an estimate of Full-Time Equivalent (FTE) employees needed to maintain and administer the recommended communication systems.

Evaluate various non-mechanical meters for reliability, accuracy, life-span and integration into the City's existing infrastructure.

Special consideration should be given to the integration between AMI network options and replacement meter options and how each integrate with each other.

Alternatives shall be presented and evaluated with the Rockville Project Team in the form of a Project Workshop(s), along with a program management consultant recommendation.

- c) **Permitting and Code Analysis** - The purpose of this sub-task is to review all standards, codes, licensing, and permitting requirements for the AMI system installation to ensure the final design accommodates these requirements and identifies any long-lead permitting/licensing needs related to AMI technology. Any alternatives that impact the project delivery should also be considered in Alternatives Analysis. Issues identified shall be presented to the Rockville Project Team in a Permitting and Code Analysis meeting for discussion.
- d) **Proof-of-Concept (PoC) Scoping** - The City intends to implement a PoC delivery method. The PoC delivery method was selected because it allows the City not only to prove the selected AMI technology works in the City's service area but to prove the City has the business processes (i.e., Staffing, Customer Service SOPs, Maintenance practices, Billing, etc.) setup to absorb AMI technology. The purpose of this subtask is to define the sample size and scope of the PoC installation. The program management consultant should utilize their knowledge of AMI deployments to scope a small-scale AMI deployment (i.e., the PoC Installation) capable of "stress testing" all aspects of an AMI system.
- e) **Success Criteria** - This subtask shall define the near-term success criteria for evaluating the PoC Installation and the long-term success criteria and Key Performance Indicators (KPIs) for evaluating the full-scale AMI installation. The program management consultant should include the timeframes for the PoC installation and full AMI installation success evaluations. The program management consultant shall include draft evaluation tools (matrices, check list, etc.) as a deliverable to complement this subtask.
- f) **Construction Estimates and Schedule** - This subtask includes developing construction estimates and project schedule for the various phases of the project.
- g) **Basis of Design Report** - This task involves preparing a Basis of Design Report for the City's AMI System. The Report should include the following at a minimum:
 - (1) Summarize/restate the design criteria for the AMI System. Criteria shall be discussed with the City during the program Workshop(s).

- (2) Present the evaluations, discussions, recommendations, and conclusions from the program study, and each program study subtask. Include a full description of methods used, assumptions made, applicable codes, application of design criteria, complete calculations, and any other relevant data when documenting outcomes.
- (3) Present preliminary design conclusions and recommended plan to implement the various phases of the Project most effectively. The recommendation should contain a scope of work, sketches, and drawing markups (as applicable) for each project phase.
- (4) Include a Project Delivery Schedule that considers the various design and construction windows for the total project.

h) Public Outreach Scoping - The program management consultant will work with the City's Public Information and Community Engagement Division to recommend a Project Public Outreach Strategy. This strategy shall align with the City's goals and objectives, increase awareness about the AMI project, and prepare customers and other stakeholders for installation. It will also educate customers about the benefits of the AMI project. The strategy should include a plan for communication between the City and the public for each project phase: pre-installation planning, installation and post-installation. The plan should also discuss perceived health issues that are discussed with AMI and communicate with the public about the safety of AMI, as issues are raised by the public.

The task includes the development of KPIs to measure the Public Outreach Strategy success and the ability to make necessary adjustments. The program management consultant shall present recommendations to the City based on previously successful AMI Projects and Outreach Strategies.

The AMI/meter vendor will assist the City with public outreach.

(1) Outreach Strategy

Prepare a Project Public Outreach Strategy that includes the scale, schedule, customer diversity, timing, technology, and anticipated future customer experience. This Strategy shall include:

- (a) A Summary of the AMI project to increase customer awareness (including advanced meter technologies, communication network, water meter technology and the need to replace meters).

- (b) Project benefits for the public (including conservation, engagement, and experience).
- (c) KPI's for Public Outreach.
- (d) Perception of health risks and fact-based rebuttal of health risks raised by the public.
- (e) An outline of tasks by project phase (pre-installation planning, installation, and post- installation) that includes the following for each phase:
 - (i) Key Stakeholder/Community Approach.
 - (ii) Mass Market Outreach Approach – Residential, Commercial, Industrial, and Institutional Customers, considering the local population's linguistic diversity.
 - (iii) Sensitive Community/Customer Approach.
 - (iv) Potential Customer Outreach and Feedback Channels.

(2) Public Communication Support

The program management consultant will work with the Public Information and Community Engagement Division to develop messaging and communications products in the pre-installation planning phase. This will include:

- (a) Leading public outreach presentations.
- (b) Conducting customer research and assisting in developing communication goals.
- (c) Developing materials, as needed, such as, FAQ/fact sheets, infographics, newsletter articles, bill inserts, media releases, presentation slides, postcards, door hangers, web and social media content, etc. Any of these materials may or may not be included based on need and/or impact.

i) Business Process Review

The program management consultant will perform a comprehensive business process survey of the City's existing meter-to-cash cycle, customer service duties, conservation efforts, and maintenance programs and make recommendations for the necessary changes to support the new AMI system. The City may consider changes to staffing levels and functions in individual work groups through attrition and/or retraining due to the AMI project. The City does not have documentation for the business processes anticipated to be impacted by the AMI system implementations. The program management consultant should include in their proposal the means and methods proposed to achieve this task.

The program management consultant shall summarize the business process review and recommendations in an AMI Business Process Plan. In addition to the details required to develop a comprehensive Business Process Plan, the Plan should address the following subtasks, as a minimum:

(1) Customer Service and Meter Reading Tasks & Staffing:

The City anticipates a high level of impact to the tasks performed by the Finance/Revenue Division. The Finance Department currently performs meter reading, billing, payment, and customer service duties. The current utility billing software is Impresa and the residents pay bills online through InvoiceCloud.

The program management consultant shall document the functions of the Finance Department and propose an augmented set of business processes, together with a new set of SOPs, for both during- AMI implementation and post-AMI implementation.

(2) Operations Maintenance Division Tasks & Staffing:

The City anticipates a high level of impact to Public Works Operations Maintenance (OMD) Division, particularly the Water Distribution and Meter Shop crews. These crews are currently the asset owner, maintainer and performs meter installations, meter maintenance, and bench testing for the City's meter asset class. Bench testing is performed on a City-owned MARS test bench. However, the City does not have well-documented business processes for the O&M Department concerning the meter-to-cash cycle. The program management consultant shall document the functions of the O&M Department concerning the meter-to-cash cycle and propose an augmented set of business practices, together with a set of new SOPs, for both during-AMI implementation and post-AMI implementation.

(3) Information and Technology Department (IT) Tasks & Staffing:

The IT Department is the owner, maintainer, and helpdesk service provider for all City enterprise software and on-premises hardware. The City anticipates an impact to the IT Division due to the AMI implementation, most notably the anticipated new MDMS, Customer Portal, systems integration troubleshooting, report development, maintenance, and support. However, the City does not have a well-documented list of IT responsibilities regarding the meter-to-cash cycle.

The program management consultant shall document the current meter-to-cash functions of the IT Division and propose an augmented set of responsibilities during-AMI implementation and post- AMI implementation.

(4) Engineering Tasks & Staffing:

The City anticipates an impact to the Department of Public Works Engineering Division as a result of the AMI implementation and meter replacement. The Engineering Division manages the City’s standard specifications and details for the construction of public water system and the water fund capital improvement program consisting of contracts for new and upgraded water service installations. However, the City does not have a well-documented set of business processes describing the division’s responsibilities concerning the meter-to-cash cycle. The program management consultant shall document the current functions of the Development Division, as relates to the meter-to-cash cycle, including permitting of new connections and water/sewer adequacy, and propose an augmented set of business processes for periods both during-AMI implementation and post-AMI implementation.

(5) Justification for an AMI Owner:

The City does not currently have an “AMI Owner” position or a nomination for the department/division responsible for AMI asset and program management. This subtask involves reviewing the need for an “AMI Owner” position and recommending to the City based upon the program management consultant’s experience and knowledge of City workgroups and their existing and needed responsibilities and core competencies. Additionally, if a new employee position is justified, recommend the ideal department/division for this new position.

(6) Training Opportunities:

Recommend a training syllabus and delivery approach for educating staff, both in the field and a classroom setting, for the various positions impacted by AMI implementation and new meters.

(7) Additional Staffing:

Provide a consolidated timeline for all new/temporary staff requirements (if necessary) and how those requirements will

adjust from the pre-project to the proof-of-concept phase, then to the installation phase, and finally to post-implementation.

(8) City Employee Messaging:

Assist in developing a short presentation and key messaging targeted at City staff regarding AMI technology and its application at Rockville. Discuss the need for new meters. Finally, discuss the advantages to the city and how the project impacts city staff.

j) IT Systems Review

The purpose of this task is to perform a comprehensive review of the IT systems and integration activities needed to support an AMI system and provide related cost estimates for purchase, implementation, and 5-year maintenance and support. The review should include, at a minimum, an analysis of the hardware, software, interfaces, protocols, and delivery models for MDM and Customer AMI Data Presentation systems. In addition, the review should include additional systems or middleware necessary for supporting the AMI system, MDMS, and Customer AMI Data Presentation system. The review should also compare the benefits and disadvantages of an owner-maintained system to a hosted solution. Building on the Needs Assessment performed in the program study, review the available alternatives for each necessary IT system and guide the City to identify the feasible alternatives. Feasible alternatives shall be able to interface with existing City enterprise software as listed in Background.

The feasible alternatives will be leveraged during the AMI manufacturer and AMI IT system selections. The outcomes (evaluations, requirements, drawings, etc.) shall be compiled the IT Systems Design Memorandum.

Below are the City's AMI IT systems preferences. The program management consultant may choose to consider and recommend changes to these preferences, where such changes will notably reduce cost or project impact while delivering a similar level of service.

(1) AMI IT Systems Preferences

- (a) Seamless interface with the City's current suite of enterprise software without customization.
- (b) Support industry-standard or open-source protocols, database tools, and industry-standard Application Programming Interfaces (API).

- (c) Easy to use and maintain with excellent support and maintenance structure.
- (d) Cloud-based options.
- (e) Robust online customer data presentment capabilities and seamless integration with other City customer portals.
- (f) Robust data validation, reporting, analysis, and querying capabilities.
- (g) Robust auditing and logging capabilities.
- (h) Robust device and event management capabilities.
- (i) Robust data warehouse and data storage capabilities.
- (j) High performance on City's existing network and end-user platforms.
- (k) Must support current Microsoft Server/Operating Systems within 12 months of release.
 - (i) Secure data repository with support for robust end-to-end encryption for data retrieval, transfer, and integration.
 - (ii) Stable and in production use at comparable agencies for a minimum of 5 years.
 - (iii) Scalable.

(2) IT System Review:

Evaluate, and make recommendations on, the following additional design considerations:

- (a) Does the City have all the structures in place to leverage hosted and on-premises IT solutions?
- (b) Can cloud-based AMI data be securely integrated with existing on-premises applications and infrastructure?
- (c) Provide a "marketplace sustainability" rating for recommended products and vendors.
- (d) Provide an estimate of Full-Time Equivalent (FTE) employees needed to maintain and administer the recommended AMI IT infrastructure.
- (e) Describe the contracting methods for each feasible IT alternative.
- (f) Describe the end-of-contract process for hosted/contracted IT services.
- (g) What data-protection regulations should the City be aware of should a hosted IT solution be implemented?

(3) IT Deployment Schedule:

Insert the timeframes for designing, procuring, implementing, and commissioning the AMI IT systems into the project delivery schedule. Highlight any critical path elements generated as a result of this subtask.

(4) IT Systems Design Memorandum

This task involves preparing an IT Systems Design Memorandum from the preliminary design work performed the IT Systems Review. The memorandum should include the following at a minimum:

- (a) Summarize/restate the design criteria for the AMI System and supporting AMI IT Systems.
 - (b) Present the evaluations, discussions, recommendations, and conclusions. Include a full description of methods used, assumptions made, applicable codes, application of design criteria, and complete calculations when documenting outcomes.
 - (c) Make a recommendation on whether the City should pursue an owner-developed and maintained IT system or a hosted system.
 - (d) Present conclusions and recommended next steps to implement most effectively the supporting IT Systems for the AMI Project. The recommendation should contain a scope of work, sketches, and drawing markups (as applicable).
2. AMI/Meter Vendor RFP - This task consists of developing the Request for Proposal documents necessary for AMI network design and implementation and water meter replacement, including the proof-of-concept and full implementation. The contracting method may be design/build or traditional design/bid/build but should be the most advantageous method for the AMI design and the City. This Vendor RFP is not intended to be used to purchase or install the City's new water meters.

The documents shall be based on approved preliminary design work performed under this Contract, without the need for further engineering studies or re-evaluation of design decisions. RFP documents should account for the City's installation schedule.

The program management consultant will respond to bidder questions and create addendums to the RFP that are meant to clarify or correct items in the RFP. The program management consultant will participate in pre-bid conferences as well.

Development of additional support contracts, identified by the program management consultant and/or during preliminary design, that fall outside the scope of an AMI Integrator/Installer, such as, but not limited to, IT services and systems integration, etc., will also be included in this task.

Technical specifications shall conform to the City's standard and shall complement the contents of the RFP contract documents. Work shall be submitted to the City when 50%, 90%, and Final Design for review and comment.

3. AMI/Meter Vendor RFP Evaluation - This task is to provide the city with a technical evaluation of proposals received during the RFP process. The evaluation and subsequent discussions will be used in aiding the city with the selection of a vendor for the AMI network and the replacement meters.

The RFP process allows for negotiation between the city and bidders, so the program management consultant would be expected to evaluate changes to proposals as they arrive from bidders.

4. AMI Network Design Evaluation - This task is to provide a technical evaluation of the AMI network design provided by the vendor chosen during the RFP process design against the technical requirements that are to be included in the RFP.

The program management consultant will provide the city with a draft technical memo for review. After the city has reviewed the memo, the program management consultant will provide a final technical memo for the AMI network design evaluation.

5. Meter Selection Evaluation - This task is to provide a technical evaluation of the meter design provided by the vendor chosen during the RFP process design against the technical requirements that are to be included in the RFP. The evaluation should also consider the integration of the meter with the city's existing billing process and the AMI network design provided by the vendor.

The program management consultant will provide the city with a draft technical memo for review. After the city has reviewed the memo, the program management consultant will provide a final technical memo for the meter selection evaluation.

6. Proof of Concept Evaluation - This task evaluates the implementation of the AMI network and meter replacement in a selected area of the city, as outlined in the Program Study. The success criteria outlined in that program study will be used as the basis for determining successful integration of the Proof of Concept. The evaluation will instruct the city on what changes to the AMI network and meter replacement project need to be redesigned. The evaluation will also require a cost estimate from the program management consultant for any proposed changes to the project.
7. Construction Support (contingent) - This task consists of providing the services of a Construction Manager (CM), Resident Engineer (RE), and Construction Inspector (Inspector) to support the construction of the AMI

system. Activities may include but are not limited to: design clarifications, RFI responses, Submittal review, coordination between multiple contracts and services, coordination between contractors and the City, daily QA/QC of the installation work, coordination with the City's Meter Reading activities, coordination with commissioning activities, etc.

In its proposal, the program management consultant should propose on best practices for managing the construction of an AMI installation in support of a smooth AMI transition.

This contingent task may not be awarded with this RFP.

8. Commissioning Support (contingent) - As a part of the overall project commissioning team, consisting of the City, Installer, and various AMI support services, in this task, the program management consultant, as Commissioning Agent (CA), shall be responsible for coordinating, verifying, testing, witnessing, and analyzing the installation to ensure a successful cut-over to the AMI system. Commissioning elements in this task include, but are not limited to: start-up and cut over to the AMI system, integration between the AMI system and various City enterprise software platforms, measurement and reporting of KPIs, assessment of the PoC installation success, verifying Business Process and SOP adoption, coordination with the Construction Support Team, etc.

The program management consultant should propose on best practices for managing the commissioning of an AMI installation in its proposal.

This contingent task may not be awarded with this RFP.

C. DETAILED PROJECT SCHEDULE

The work shall be initiated and pursued on a schedule to be mutually established between the City and the program management consultant. The City's preliminary schedule is provided in Appendix A.

Provide a project schedule that identifies major task elements to successfully complete the work described in the RFP and the overall total project. The program management consultant shall discuss their strategies to meet Project Goals and Objectives on time and within budget. At a minimum, the project schedule shall be presented as a Gantt chart and shall detail the time requirements for each project work task. Where appropriate, each work task and/or subtask shall be broken down into subgroups and included in the schedule.

D. ADMINISTRATIVE SERVICES REQUIREMENTS

1. Project Management

The program management consultant shall:

- a) Ensure that specific quality assurance and quality control (QA/QC) measures are employed
- b) Prepare monthly project invoices
- c) Communicate and correspond as necessary with the City's Project Engineer on project issues, both administrative and design related.

2. Project Invoices

Monthly invoices will be prepared for the work completed by the program management consultant during the past month and will be submitted at the end of each calendar month. Each invoice will include a summary of any labor expenditures, direct costs, and billed sub-consultant charges. Billing statements will be organized such that the billing categories correspond with the scope of service tasks and where appropriate general versus specific charges are identified.

A general summary of activities occurring during the invoice period shall be submitted along with the invoice. Detailed written monthly progress reports for the project will not be required and therefore are not included in the scope for this subtask.

3. Communications and Correspondence

The program management consultant shall coordinate with the City to obtain additional information, report progress, or schedule meetings or site visits as needed. Communication shall be via phone, email, or other suitable communication. The frequency of the communications shall be as often as needed but no less than once a week to check-in and report ongoing progress. The City may at times request reports or other written communication (i.e., action items lists, decision logs, etc.) as necessary to inform City staff, management, regulatory agencies, and other stakeholders. The program management consultant shall comply with the request promptly, usually within three days or as directed by the City.

The program management consultant will be responsible for developing and implementing any additional written or oral communication necessary to facilitate the ongoing review and documentation of the project. The program management consultant will elaborate on what additional communication methods and forms they deem necessary for this project based on experience managing a project of similar scope and complexity in the proposal they submit for the subject professional services.

4. File Access

The program management consultant shall provide a centralized location for all project work products and provide full access to the City and sub-

consultants/subcontractors at all times via Sharepoint, Teams site, Dropbox, cloud services, or other means.

5. Meetings

The meetings described below shall be considered the minimum level of effort for this Project. The number of meetings included in the program management consultant's scope of work should be consistent with the program management consultant's planned work approach and project schedule.

At a minimum, the program management consultant shall conduct and attend the following meetings, which are incidental to other pay items/tasks:

a) Project Kick-Off Meeting

The purpose of this meeting is to confer with City's staff on the project goals and objectives, roles and responsibilities, proposed project scope, project approach, schedule, communications, and correspondence protocol. Additionally, the meeting will be set up so that the program management consultant can provide input relative to the project's design needs. The meeting shall occur at the City's office. The program management consultant is responsible for the preparation of agendas for each meeting. The program management consultant is responsible for the preparation and maintenance of action item lists and decision logs.

b) Preliminary Design Meetings and Workshops

The program management consultant should anticipate and include in its proposal design meetings and workshops suitable to delivery recommendations, guide the design progression, discuss design issues, and receive the City's preferences related to project deliverables. Meetings/Workshops shall occur at the City's office. The program management consultant is responsible for preparing and submitting agendas, presentations, and minutes for all meetings/workshops. The program management consultant is responsible for preparing, maintaining, and submitting action item lists and decision logs.

c) Council Committee Meetings and Council Meetings

The program management consultant's Project Manager, or AMI subject matter expert, shall attend Council Committee Meetings and Council Meetings to discuss with Council members and members of the public the outcome of the City's program study process and any concerns regarding the design of the AMI system.

d) Status Update Meetings

Develop a scope of work and submit a detailed proposal including costs, schedule, and method of accomplishment for services that the program management consultant has determined are required and/or desirable to complete the design work included in this RFP efficiently. Such services may include, as an example, additional investigations, surveys, etc.

E. DELIVERABLES

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

1. Program Study
 - (a) Needs Assessment
 - (b) Alternatives Analysis
 - (c) Permitting and Code Analysis
 - (d) Proof-of-Concept Scoping
 - (e) Success Criteria
 - (f) Construction Estimates and Schedule
 - (g) Basis of Design Report
 - (h) Public Outreach Planning
 - (i) Business Process Review
 - (j) IT Systems Review
2. AMI/Meter Vendor RFP
3. AMI/Meter Vendor RFP Evaluation
4. AMI Network Design Evaluation
5. Meter Selection Evaluation
6. Proof of Concept Evaluation
7. Construction Support (contingent)
8. Commissioning Support (contingent)

Each deliverable requires a meeting and presentation summarizing the submittal, revisions and overall design elements. As part of each deliverable, the City may require a second review/submission.

F. ADDITIONAL SERVICES

Develop a scope of work and submit a detailed proposal including costs, schedule, and method of accomplishment for services that the program management consultant has determined are required and/or desirable to complete the design work included in this RFP efficiently. Such services may include, as an example, additional investigations, surveys, etc.

G. RESPONDENT QUALIFICATIONS

The respondent shall:

1. Be vendor-neutral with no business affiliation to AMI equipment manufacturing or sales and shall be experienced in providing Professional design services in AMI projects.
2. Be established in the business of providing program management services for a minimum of five (5) consecutive years.
3. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees and not currently involved in any type of litigation.
4. Demonstrate that the proposed project team members have relevant experience in providing program management services.
5. Demonstrate that the proposed project team members have relevant experience in Advance Metering Infrastructure and water meters.
6. Have recent experience in communication systems design for AMI systems.
7. Have experience in AMI projects' specific needs and strategies.

III. GENERAL INSTRUCTIONS FOR PROPOSAL PREPARATION AND DELIVERY

A. Proposal Format.

To provide each Proposer 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:

NOTE: PRICE PROPOSALS SHALL NOT BE INCLUDED IN THE PROPOSAL SUBMITTAL. PRICE PROPOSALS WILL BE REQUESTED UPON COMPLETION OF EVALUATION OF TECHNICAL PROPOSALS.

1. Firm Experience and Capabilities – Section “A” (20 Points).

a. Table of Contents.

- b. Letter of Transmittal.** Provide a letter of transmittal, signed by an authorized representative of the proposer, 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 executed the City of Rockville’s Standard Professional Services Agreement and adhere to the City’s insurance requirements.

NOTE: The Letter of Transmittal shall not exceed one (1) page in length.

2. Project Team Qualifications and Experience – Section “B” (15 Points).

- a. This section must include a staffing plan, shown in organizational chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. The staff organization chart should show personnel available to work on the project. At a minimum, this section should include:
- Name(s) of the designated manager(s)
 - Responsibilities of all staff assigned to the account, as well as, staff size and availability.
 - Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of employment with your firm. Resumes are also to include any project experience with the City Rockville and a detailed description of the role each person would play on the City’s account if your firm is selected.
 - Portfolios for all managers to include projects related to the tasks outlined in this proposal, which are similar in size and scope to the needs of the City of Rockville.
 - Project manager(s) workload, and anticipated workload if awarded a contract.
- b. **Subcontractors.** Proposers 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.
- c. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that you firm has been involved in within the last five (5) years. The list shall include each project name and nature of litigation.
- d. **Financial Information.** Provide an official letter from the proposer’s financial institution detailing the financial status of the proposer. 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.

NOTE: Each resume provided shall not exceed two (2) pages in length.

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

NOTE: The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial

stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

3. **Similar Projects/References – Section “C” (15 Points).**

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, as follows:

- a. Client name, address, phone, fax number and email address;
- b. Description of all services provided;
- c. Performance period; and
- d. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE:

One (1) of these references are to be for current, unfinished projects.

One (1) of these references are to be for completed projects not to exceed five (5) years in age.

One (1) of these references is to be for a completed project not to exceed two (2) years in age.

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.

4. **Project Approach and Work Plan – Section “D” (30 Points).**

- a. State your firm’s technical approach to the project and the interpretation of the scope of services required.
- b. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- c. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and key personnel committed to accomplish the task.
- d. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
- e. **Detailed Project Schedule - For all work required in Section II, Scope of Services, Requirements, and Deliverables, include the methodology to be used, name of staff performing the tasks, hours required (demonstrating the ability to begin work expeditiously), and proposed completion time for each task and deliverables.**

NOTE: See item 5, Understanding the City’s Requirements for page length requirements.

5. Understanding of the City’s Requirements – Section “E” (20 Points).

This section should confirm your understanding of the RFP and the City of Rockville’s needs, as well as provide narratives describing your firm’s understanding of the required categories, services, tasks, responsibilities, response times, scheduling and deliverables set forth in Section II of this RFP, as well as, how your firm intends to accomplish related tasks and provide solutions to all of the needs identified within Section II of this RFP. These Narratives should also demonstrate your firm’s knowledge and understanding of local and regional conditions, the needs of local government, as well as local, state and federal regulations where applicable.

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

NOTE: Project Approach and Work Plan and Understanding the City’s Requirements shall not exceed ten (10) pages in length.

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 (2) separate electronic submittals shall be included to provide **one (1) original version and one (1) redacted version of your proposal:**

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
A	Firm Experience and Capabilities	20
B	Project Team Qualifications and Experience	15
C	Similar Projects/References	15
D	Project Approach and Work Plan	30

E	Understanding the City’s Requirements	20
MAXIMUM TOTAL POINTS		100

B. Presentations/Demonstrations/Interview Evaluation.

Presentations/Demonstrations/Interview Evaluation Evaluation Criteria	
Criteria	Maximum Points
Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and the City’s needs	50
Ability to communicate project approach and technical concepts for providing solutions and support	50
MAXIMUM TOTAL POINTS	
100	

C. Determining Responsibility.

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

1. The proposer’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 proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the City on a debt or a contract; whether the proposer is in default on surety to the City; or whether the proposer’s taxes are delinquent.

D. 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.

E. Initial Evaluation of Proposals.

Each proposal is initially evaluated by the Procurement Division 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 proposer's response to this RFP.

F. Presentations/Demonstrations/Interviews.

Based on evaluation by the Evaluation Committee, the City may request that some or all proposers provide presentations/demonstrations to the Evaluation Committee and/or conduct interviews with the selected proposers regarding qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Division will notify all proposers of the City's decision to request presentations/demonstrations and/or interviews, as applicable.

G. 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 Division 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.

H. Notice of Intent to Award.

The Procurement Division 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 # 21-22

**ENGINEERING SERVICE AND PROGRAM MANAGEMENT FOR AMI IMPLEMENTATION AND
WATER METER SELECTION AND REPLACEMENT**

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

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

ADDENDA

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

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED (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.

**NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL**

(ATTACHMENT A - CONTINUED)

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.

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

NAME OF OFFEROR/PROPOSER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____

Signature

Date

Print Signature

TITLE: _____ WITNESS: _____

Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City

State

Zip Code

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

NAME OF OFFEROR/PROPOSER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF OFFEROR/PROPOSER _____
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

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

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

NON—COLLUSION AFFIDAVIT

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

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

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

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

Signature and Title _____ Date _____

NAME OF OFFEROR/PROPOSER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)
SAMPLE FORM – DO NOT RETURN



Contract No. RFP **XX-XX**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this *[insert day]* day of *[insert month]* by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and *[insert contractor's full legal name]*, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide *[insert description]*.

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

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

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in *[insert RFP no. and description]*, to include *[list all addenda]*, hereto attached and made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated *[insert date]*, hereto attached a made a part hereof and identified as Exhibit "B", and in the CONTRACTOR'S best and final offer (BAFO) dated *[insert date]* hereto attached and made part hereof and identified as Exhibit "C". In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail over the aforementioned exhibits. In the event the terms of any of the exhibits conflict with each other, then Exhibit "C" shall prevail over both Exhibits "B" and "A". In the event the terms of Exhibit "B" conflict with Exhibit "A", then Exhibit "A" shall prevail over Exhibit "B". In the event of a conflict in the terms contained in the documents in Exhibit "C", the terms of the most recently dated document shall prevail.

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

Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

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

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

4. 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.

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

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

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through June 30, 2021, with two (2) one year renewal options, subject to the annual review

of the Chief Financial Officer, the satisfactory performance of the Offeror, the concurrence of the Rockville City Council and the annual availability of an appropriation.

8. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the

City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

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

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

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

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

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

14. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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

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

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

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

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed *[insert dollar amount in words]* dollars (*[\$insert dollar amount in numbers]*). In the event the labor hours and expenses exceed this amount the Contractor shall complete the tasks with no additional compensation.

20. INVOICING. Invoices for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted to the City of Rockville, Attn: Kimberly Francisco, Finance, 111 Maryland Avenue, Rockville, MD 20850-2364.

21. COVID-19 VACCINATION REQUIREMENT. The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.

22. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

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

IN WITNESS WHEREOF, the said (See Note A) and *[insert contractor's full legal name]* COUNCIL have caused these presents to be signed and sealed.

[insert contractor's full legal name]

Signature: _____ (Seal)
(Either owner or partner)

Printed Name: _____

Title: _____

Witness Signature: _____

Printed Name: _____

Title: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____ Date: _____
City Manager

ATTEST

By: _____ Date: _____
City Clerk/Director of Council Operations

Approved as to form and legality:

_____ Date: _____
City Attorney

NOTE (A): The CONTRACTOR shall enter the exact legal name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company.

(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. **COVID-19 VACCINATION REQUIREMENT** The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
3. **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.
4. **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.
5. **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.
6. **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.

7. **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/proposer 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 be posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's/proposer'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.

8. **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.

9. **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.

10. **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.

11. **MISTAKES** Bidders/proposer's 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/proposer shall carefully and thoroughly examine these documents for completeness. No claim of any bidder/proposer will be allowed on the basis that these documents are incomplete.

12. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<http://www.rockvillemd.gov/documentcenter/view/74>

- 13. 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.
- 14. 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.
- 15. 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 a offeror is interested in more than one proposal for a solicitation both as a 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.
- 16. EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
- 17. 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.
- 18. 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.

- 19. ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
- <http://www.rockvillemd.gov/index.aspx?nid=234>
- 20. PAYMENT TO SUBCONTRACTOR** Within seven (7) 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.
- 21. 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.
- 22. PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the RFP document, rates quoted are to be firm for two (2) 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.
- 23. INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Procurement Division. The submission of a bid/proposal shall be prima facie evidence that bidder/proposer thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
- 24. 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.
- 25. 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.

- 26. 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 proposer, if default occurs within the initial contract period and the second ranked proposer 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.
- 27. 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.
- 28. ABANDONMENT, DISSOLUTION AND RESTRUCTURING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
- 29. 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.

- 30. 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.

- 31. 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.

- 32. RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 33. 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.
- 34. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
- 35. SUBCONTRACTING** When allowed, proposers 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.

- 36. 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.

- 37. 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 City Purchasing Ordinance.

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. 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.

- 43. 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.

- 44. 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.
- 45. 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.
- 46. 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.

- 47. 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.
- 48. IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under

the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

49. **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.
50. **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.
51. **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.
52. **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.
53. **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, subdivisions, 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 Division 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:

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

(ATTACHMENT F)**REFERENCE DOCUMENTS**

<u>DOCUMENT</u>	<u>DOCUMENT LINK</u>
Appendix A - Project Overview Schedule	Appendix A - Project schedule updated June 22 2022.pdf
Appendix B – Map of the City	Appendix B - City map.pdf
Appendix C – Customer Class Breakdown	Appendix C - Customer Class and Meter Size.pdf
Appendix D – Program Management Consultant’s Role	Appendix D - Roles and Responsibilities.pdf



Attachment G: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

RFP 21-22 Engineering Services and Program Management for AMI Implementation and Water Meter Selection and Replacement

[Appendix II to the Uniform Rules](#) - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Contractors shall comply with the following provisions, in accordance with the most recent published version of **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**. The definition of a “non-Federal entity” in this section shall mean the Mayor and Council of Rockville (hereinafter referred to as the “Mayor and Council”). Language in this Attachment shall override and supersede any conflicting language contained in the bid documents.

1. Equal Employment Opportunity

For all contracts meeting the definition of “federally assisted construction contract” in 41 C.F.R. Section 60-1.3, the following provision applies:

During the performance of this contract, the Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an

- employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Contract Work Hours and Safety Standards Act

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Mayor and Council shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Mayor and Council and understands and agrees that the Mayor and Council will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the Mayor and Council and understands and agrees that the Mayor and Council will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the Mayor and Council. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Mayor and Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the Mayor and Council the attached Byrd Anti-Lobbying Amendment Certification at page 62.

7. Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with a list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Domestic preferences for procurements

The Contractor must comply with 2 CFR 200.322, Domestic preferences for procurements, to the greatest extent practicable and as appropriate and to the extent consistent with law

9. Access to Records. The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the Mayor and Council, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- d. In compliance with the Disaster Recovery Act of 2018, the Mayor and Council and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. Contract Changes or Modifications

The Mayor and Council, 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 Mayor and Council 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 Mayor and Council unless made in writing and signed by on behalf of the Mayor and Council.

11. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

14. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



RFP 21-22 Engineering Services and Program Management for AMI Implementation and Water Meter
Selection and Replacement
Byrd Anti-Lobbying Amendment Certification
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Name of Contractor

Signature of Authorized Official

Name and Title of Contractor's Authorized Official

Date