

City of Rockville Rockville, Maryland

# **Request For Proposal 30-25**

# Advanced Metering Infrastructure (AMI) Project

Proposals Due by 2:00 p.m. EST on September 9, 2025

ISSUED BY:

TJ Ellison, CPPB
Principal Buyer
Procurement Department
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8436
Fax: (240) 314-8439

ISSUED ON: July 31, 2025

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 (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to procurement@rockvillemd.gov or 240-314-8430.



# **Statement of "No Proposal Submittal"**

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

I/WE HAVE DECLINED TO PROPOSE TO RFP 30-25, titled Advanced Metering Infrastructure (AMI) Project for the following reason(s): [Please place a check mark () next to the reason(s) as applicable]

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

REMARKS:			
Are you a Minority, Female, I	Disabled, or Veteran-Owned (MFD-V) business? _	Yes	No
	Email Address:		
Authorized Signatory		Printed Name	
Title		Date	



#### **REQUEST FOR PROPOSAL 30-25**

# Advanced Metering Infrastructure (AMI) Project

#### RECEIPT AND HANDLING OF PROPOSALS

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until September 9, 2025, at 2:00 p.m. EST. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution. Proposals delivered in any other fashion will not be considered. Properly submitted proposals will be opened in a virtual environment after the time set for receipt of proposals.

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

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

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

In accordance with Chapter 17 of the 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 <u>after the contract award</u>.

#### REQUEST FOR PROPOSALS (RFP) DOCUMENTS

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

Contract Insight - Collaboration Portal (rockvillemd.gov)

#### PRE-PROPOSAL MEETING

A virtual, telepresence pre-proposal meeting will be held on August 7, 2025, AT 11:00 a.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 TJ Ellison, Principal Buyer, via the City's Collaboration Portal no later than August 19, 2025, at 2:00 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 posted at the City's Collaboration Portal listed below:

# Contract Insight - Collaboration Portal (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 OVERVIEW

The City of Rockville, Maryland ("City") is requesting proposals from qualified Proposers to provide hardware equipment, software, and services (both construction and professional) for the City's comprehensive Advanced Metering Infrastructure (AMI) Project.

#### **AWARD**

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

#### **AGREEMENT**

The successful offeror shall be required to complete a two-party standard form of agreement. 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 of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: <a href="mailto:charterhelp@dat.state.md.us">charterhelp@dat.state.md.us</a>.

#### **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: <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3">http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3</a>. 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.

# CITY OF ROCKVILLE RFP 30-25 Advanced Metering Infrastructure (AMI) Project

# 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)	
	Complete and return Attachments 01, 02, 03, 04, 05, and 06.	
	Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement.	
	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: <a href="https://dat.maryland.gov/Pages/default.aspx">https://dat.maryland.gov/Pages/default.aspx</a>	
	Check the City's Collaboration Portal for any addenda and acknowledge in the proposal.	
be issued. If	ty will no longer generate check payments to awarded vendors. Electronic payments will only your company is selected, you shall be required to complete and submit an ACH application d of a contract/purchase order.	
NAME OF BIDDER		
RETURN TH	IIS FORM WITH PROPOSAL	



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# CITY OF ROCKVILLE ROCKVILLE, MARYLAND

# Request for Proposal # 30-25 Advanced Metering Infrastructure (AMI) Project

# **Section I: Project Overview**

The City of Rockville, Maryland ("City") is requesting proposals from qualified Proposers to provide hardware equipment, software, and services (both construction and professional) for the City's comprehensive Advanced Metering Infrastructure (AMI) Project. The required services and performance conditions are set forth in this Scope of Work and are summarized below as consisting of several parts (each individually referred to as a Component).

Table 1 – City of Rockville AMI RFP Components

Component Number	Component Name	Description
1	AMI Field Area Network (FAN)	Hardware equipment, software, and services capable of delivering billing and interval reads from customer meters, including network infrastructure and its installation; water endpoints; a head-end system necessary to attain functionality and monitor network health; and integration services to tie the AMI head-end to other business-critical systems. Optional requested services: Network-as-a-Service and Maintenance-as-a-Service engagements.
2	Installation Services	Installation for water meters and AMI endpoints and other ancillary hardware related to the Project. All water meters will be replaced.
3	Water Metering	Water meters and ancillary equipment.
4	Meter Data Management System (MDMS)	Software (pre-integrated with the AMI-head-end, or a wholly separate and distinct software platform/offering) and services for long-term retention, validation, estimation, and editing of meter reads, as well as advanced analytic tools or engines to use the data, and integration services to tie the MDMS to other business-critical systems.
5	Customer Engagement Portal (CEP)	Software (pre-integrated as an additional module to the AMI head-end or MDMS, or a wholly separate and distinct software platform/offering) and services for the visualization and presentation of data to customers, as well as to support customer service representatives, and integration services to tie the customer portal to other business-critical systems.

A complete Proposal should include all Project Components. The City's strong preference is to have one Prime vendor, defined as the sole vendor contracted with the City, with all other vendors being subcontractors to the Prime vendor. Multiple vendors are encouraged to submit a joint Proposal with one vendor designated as Prime to provide a Proposal that best meets the stated needs. At its sole discretion, the City reserves the right to negotiate and award to a primary vendor or to individual sub-vendors in any combination that best meets its interests based on the evaluation criteria set forth in this RFP, or to not award for one or more Project Components (or to designate elements within a Component as optional).

#### A. Project Term

The selected Proposer shall begin planning and work upon receipt of a purchase order and execution of the contract. The estimated duration of the AMI Project is between 48-60 months, with further details described in the Scope section. The duration of the AMI Project, particularly the mass meter deployment, will be dependent on the fiscal year's AMI Project budget.

## B. Project Intent and Background

The City of Rockville is a municipal corporation (City) in and the County seat of Montgomery County, Maryland, which is part of the Washington metropolitan area. The City's Department of Public Works (DPW) provides water and wastewater services for approximately 70% of its residents. The City has approximately 13,000 water meters throughout its service area to measure water usage of the public water supply system for residential, commercial, and industrial customers. The City plans to replace its aging inventory of water meters in the coming years. In order to modernize infrastructure within the City's metering system, the City is seeking to implement an AMI solution.

The objectives the City is expected to achieve with this AMI Project deployment are the following:

- More accurate metering and advance notification of failing or inaccurate meters
- The ability to implement monthly billing
- Automated billing processes that reduce re-reads, estimated bills, etc.
- Proactive leak detection on the customer side with rapid notification of unusual usage
- Improved accounting of system-wide water usage
- Customer portal with self-service tools
- Real-time alerts from unusual usage
- Query and export detailed usage data for City modeling and analytics
- High quality meter asset data and condition tracking

Please note that the above list is not all inclusive. The City anticipates leveraging additional capabilities integral to the final systems selected.

#### C. RFP Administration Schedule

The City has defined the following schedule regarding this procurement. The schedule is for information purposes only and is subject to change.

Table 2 – City of Rockville AMI RFP Schedule

Event	Date
RFP Publication	July 31, 2025
Pre-Proposal Meeting	August 7, 2025, at 11:00 a.m. EST
Proposer Questions Due	August 19, 2025, at 2:00 p.m. EST
Proposal Response Due	September 9, 2025, at 2:00 p.m. EST
Short List Presentations & Demo (if required)	October 2025
Contract Award	November 2025

# D. Agreement and Performance and Payment Bond

The successful Proposer shall be required to complete and electronically return a copy of the City's Standard Form of Agreement along with Performance and Payment Bonds in the amount of 100% of the Contract award within fifteen days after the date of issuance, where one set of the original bonds must be mailed to the City of Rockville, Procurement Division, 111 Maryland Avenue, Rockville, Maryland 20850.

No other form of performance or payment security will be permitted. Failure by the contractor to provide the electronic versions and original versions of the agreement or bonds, as required, shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained. Any instance where the City cannot locate the mailed versions of the agreement or bonds shall be just cause for annulment of the award and the forfeiture of the Bid Guarantee which shall become the property of the City, not as a penalty but in liquidation of damages sustained.

#### E. Procurement Contact

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

TJ Ellison, CPPB Principal Buyer City Hall – Procurement Division 111 Maryland Avenue Rockville, MD. 20850 Telephone: (240) 314-8436

Email: tellison@rockvillemd.gov

# **Section II: Scope of Work**

The selected Proposer will be expected to provide a detailed plan for implementing the Components as outlined in this Section. The delivery of this work will be subject to the Performance Acceptance and Payment Criteria outlined in Appendix 05 – Performance Acceptance and Payment Criteria. This document outlines major milestones that are expected to be completed (including those milestones associated with the payment of professional services), quality control measures, and gates to control progression for each phase of the project.

The City is seeking a comprehensive Advanced Metering Infrastructure (AMI) solution encompassing:

# A. Project Background

#### Service Area

There are approximately 15 square miles of area serviced by City DPW. The majority of meters are currently read quarterly via drive-by read using Sensus Autoread (and some manual reads), with approximately 160 commercial customers on monthly reading schedule. There are 3 billing cycles, and each cycle has 14 routes/books. The service area map is provided below, and a detailed list of the water meter asset locations for propagation study purposes is provided in Appendix 01 – File Geodatabase. The City uses Harris product Impresa for billing and Sensus Autoread for data transfer.

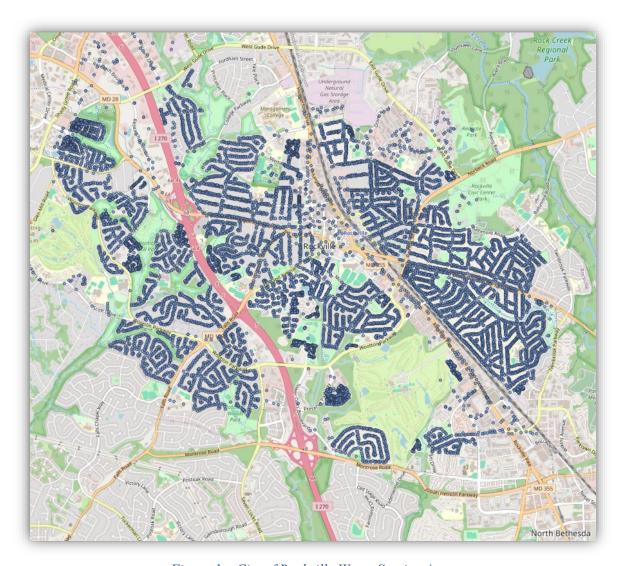


Figure 1 – City of Rockville Water Service Area

# Water Metering

A breakdown of water meters by size is provided in the following table. These numbers are from a recent point in time and are subject to minor fluctuations due to normal business after the RFP is published. Proposers should base their bids on the quantities provided, with the understanding that final numbers will be confirmed during the project's design phase.

Table 3 -	- Estimated	Count of	f Water Meter	For Replacements
I uoic 3	Limuica	Count	i ii aici ivicici	1 of Replacements

Water Size	<b>Estimated Replacements</b>
5/8"	5,300
3/4"	5,500
1"	1,630
1.5"	130
2"	190
3"	75
4"	35
6"	25
8"	13
10"	1
Total Water Meters (estimated)	12,899

The existing meters are manufactured by a mix of Sensus, Rockwell, Badger, Hersey, and others. Further details of the metering attributes can be viewed in Appendix 01 – File Geodatabase. The City does not have a preference of manufacturer or type of water meter and plans to replace all water meters.

#### Water Meter Location

Water meters are typically located outside in the street right of way. The majority of water meters (residential and small meters less than 2") are located in crocks, while larger meters are typically located in vaults.

The current crock lids are predominantly cast-iron material (78%), with the remaining made of composite/polymer and other material. The City is currently using Trumbull composite/polymer lid type 367-5753 for its current water main rehabilitation program. The City plans to have the selected Proposer replace all cast-iron crock lids (estimated at 12,750) with composite/polymer lids, provided by the Proposer. Each new meter lid shall be marked with the following custom-lettering: "City of Rockville" or "Rockville" if space is limited.

The majority of water meters sit on a yoke assembly (Ford type). For the majority of the water meter settings, an angle valve is located on the City's side and an expansion connection is used to keep the water meter in place. The majority of the meter settings are in good condition. The Proposer shall include allowance to replace broken ancillary equipment (angle valves, expansion connections, etc.). For cost proposal purposes, assume 2% of the angle valves and expansion connections on the City's side will need to be replaced. This 2% is a baseline for your bid and does not cap the actual replacement quantity. The Proposer shall also include unit costs in their Fee Schedule Workbook (Attachment 02) for all anticipated ancillary equipment, including, but not limited to angle valves, expansion connections, and meter crocks. All actual replacements performed will be compensated based on these approved unit costs, regardless of the initial 2% assumption. All expendable items (e.g., washers, gaskets, etc.) necessary for the completion of the work shall be considered incidental to and included in the cost of other bid items.

The City intends to establish double angle valve set up for its water meter settings, having angle valves on both City's side and customer's side. The Proposer shall include their cost to supply and install angle valves on the customer's side of the meter setting. The estimated total of angle valves to be installed is 12,750 (for meter sets up to 2").

All products that come into contact with drinking water shall be certified lead free as required by Federal regulations.

During a survey that was performed prior to the development of the RFP, it was discovered that rocks, soil and water are the most typical obstructions inside the crocks. Approximately 30% of the locations surveyed had standing water filling up to or above the water meter set. The Proposer is responsible for all necessary dewatering (e.g., pumping water from crocks) to ensure a safe and efficient work environment. All dewatering activities and on-site work must adhere to OSHA safety standards and the Proposer's own comprehensive safety protocols for working in wet conditions. Any collected water or debris must be managed and disposed of by the Proposer in accordance with all local, state, and federal regulations.

Locating and accessing some of the water meter locations may be difficult, especially for meters that are buried or obstructed by landscaping. The City will have staff available to assist the meter installer to locate the hard-to-find and hard-to-access meters.

Most of the large meters have a bypass. The existing Sensus large meters have test ports, while the Hersey large meters do not.

There is a wide variation of the accuracy of the City's water meter GPS coordinate data.

The City is currently performing an inventory of all water service line materials, both on the City- and customer-side, in response to the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI). This data can be made available to the Proposer in spreadsheet if needed.

If a lead service line (LSL) or galvanized material is observed or suspected, the Proposer shall immediately document this finding and submit a record to the City. This documentation must include, but is not limited to:

- Address
- Photo proof of the observed service line material (both public and private sides, if visible).
- Identified service line material on the public (City) side of the meter.
- Identified service line material on the private (customer) side of the meter.
- Date and time of the observation.

For reference, the current standard detail drawings of the various water meter services are provided in Appendix 02 – City of Rockville Standard Water Meter Specs.

#### **Information Technology**

The applications that are currently utilized by the City are listed in the following table.

*Table 4 – City of Rockville Current Enterprise Applications* 

Function	Name of Application
Accounting	CGI Advantage
<b>Customer Information System (CIS)</b>	Impresa
Geographic Information System (GIS)	ESRI
Mobile Work Management	Field Hawk
Mobile Meter Reading	Sensus AMR (Autoread)
Water SCADA	Aveva InTouch
<b>Customer Web Payment Portal</b>	InvoiceCloud
Hydraulic Modeling	Autodesk InfoWater
Asset Management	TBD, proposals currently under

review for award.

The City has a preference for Software-as-a-Service solutions.

The City primarily uses Microsoft Windows Server OS and Microsoft SQL Server and would prefer the proposed solution support the Microsoft platform.

A high-level dataflow and integrations systems context diagram is provided in the following Figure, denoting proposed integrations to be performed within the scope of the Project. For clarity, a PDF version with higher resolution of the Figure is provided as an Appendix 03.

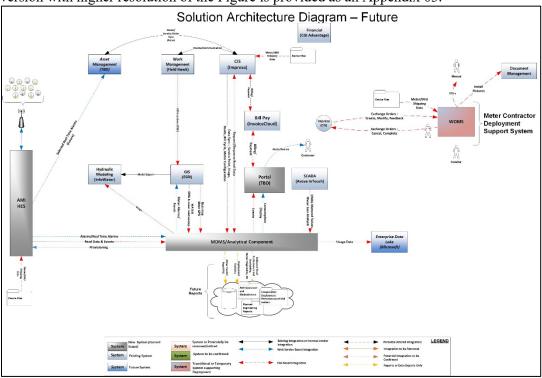


Figure 2 – Proposed Future AMI Solution Architecture Diagram

#### **Other Considerations**

The City is interested in reviewing Proposer's offering for Network-as-a-Service and Maintenance-as-a-Service. Please provide information for these options in your narrative proposal and pricing in your fee schedule.

The City's preference is that the proposed solution will integrate with the City's Asset Management/CRM (Customer Response Management) solution. This solution is currently under review. The goal is that all customer requests are managed in the CRM system and any resulting work orders are processed through the Asset Management system. For example, a customer can report a suspected issue with their meter in the utility billing system, and when a work order is issued, it would be processed in the Asset Management work order system but also adequately reported back to the customer in various phases. The proposed future AMI solution architecture diagram (Figure 2 above and Appendix 03) includes an integration from the AMI headend system to the new Asset Management system for selected real-time alarms.

#### **B.** Project Implementation Phases and Timeline

The overall implementation period is expected to span 48-60 months following formal Notice to Proceed, with the

# Advanced Metering Infrastructure (AMI) Project

Design/Build/Test (DBT) comprising the first 12 months of this period (which includes a 6-month limited Initial Deployment Area – IDA) and Full Deployment phase for the next 36-48 months. This timing is tentative and subject to change. The Full Deployment phase will be implemented in subphases, with each subphase contingent upon the availability of annual funding. The rate of deployment for each fiscal year will be determined by the specific budget allocation.

A final schedule will be developed between the selected Proposer and the City, which will provide a reliable approach to the installation of the Project, integrations and testing, and functional compliance.

#### Design/Build/Test (DBT) and Initial Deployment Area Phase

Prior to meter installation taking place, Proposer will be required to confirm system requirements and build those requirements into the design of the appropriate system. Designs will be meterto the City who will provide feedback in an iterative process to define system architecture and functionality.

After receiving the City's written approval on the design of the system, Proposer will install and configure the system including integrations (which may require coordination with other vendors) and installation of any prerequisite network communications hardware.

After initial stand-up, Proposer is expected to conduct preliminary factory testing for accuracy, specification compliance, and functionality of specific components, interfaces, and enhancements. Once approved, the system will be handed to the City for testing. The City's testing will be comprised of (not an exhaustive list):

- Bench testing to verify factory testing
- Integration testing to ensure that data sets are received and transformed correctly, as well as ensuring that triggers are acting appropriately
- User acceptance testing to verify business processes across multiple systems, and to perform regression tests of the system as required

As a part of the DBT phase, the AMI project will include a limited, Initial Deployment Area (IDA) before proceeding to Full Deployment. Performing work in this manner reduces overall project risk and ensures that all systems, processes, and people are in a state of readiness to move into mass meter deployment. The IDA will comprise a small subset of the overall meter population, estimated at a sample size of 1-2%. These meters may be geographically dispersed but are expected to represent all combinations of possible meter configurations (mixed meter size, mixed customer types). Before proceeding with the IDA, Proposer shall propose an IDA plan for review and approval by the City.

The IDA will also serve as a way for the City to develop and test processes for installation workflow, field quality control, quality assurance checks, as well as validate and refine customer communications effectiveness.

Field acceptance testing will occur to verify technical/functional performance, information, and commercial specifications have been realized as expected. Full Deployment will begin after the City's go-live approval.

#### **Full Deployment Phase**

Following go-live acceptance for the systems, mass meter change-out will begin. Final acceptance testing will be conducted to verify network and data integrity of all systems, with service level agreements checked and any final tuning done to ensure performance. Before proceeding with the mass meter change-out, Proposer shall propose a full deployment schedule (ideally that follows billing routes) for review and approval by the City.

#### C. Services and Performance Conditions

Conditions for each of the Project Components, relative to the Project Implementation Phases and Timeline, are set forth below and should be reviewed along with corresponding Requirements.

# Component 1 – AMI Field Area Network (FAN)

- a. Provision and install representative network infrastructure, meter(s), and endpoint(s) to test communications during IDA.
- b. Working with City IT staff to install, build and configure the AMI head-end system to comply with the system design requirements.
- c. Perform integration of the AMI head-end system to/from the noted systems to exchange all meter event data, reads, and initiation of remote commands.
- d. Stand-up and manage the SFTP or API (preferred) site for managing files/data to/from integrated systems.
- e. Provide adequate documentation of the solution, comprising at least: user manual; training materials and training plan; standard system report samples, with descriptions of input/out parameters, and explanations of how reports are built and executed; error code and troubleshooting documentation; system documentation concurrent with the software environment; network hardware technical specifications, installation guides, and troubleshooting guides; and system acceptance test plans.
- f. Provide system network diagram.
- g. Conduct a final propagation/coverage study and obtain any and all approvals needed for any final network infrastructure installation.
- h. Provide and install any and all remaining network infrastructure.
- i. Conduct training with staff on the AMI head-end system and hardware.
- j. Deliver endpoints on a delivery schedule and as-requested basis.
- k. Participate in and perform any systems acceptance testing.
- 1. If applicable and selected by the City, establish Network-as-a-Service and/or Maintenance-as-a-Service engagement.

## Component 2 – Installation Services

- a. Configure the installer's installation work order management system (WOMS) to comply with the design requirements and the installation workflow set forth in this RFP and developed during the Design/Build/Test phase.
- b. Set up information exchange between the installer's WOMS to/from the noted systems to provide work order and meter exchange information.
- c. Stand-up and manage the SFTP site for managing files to/from the City.
- d. Provide adequate documentation of the installer's WOMS, including guides on information access and key performance indicators or reports generated.
- e. Hire adequate numbers of qualified personnel to staff installation services in accordance with the requirements and the IDA and Full Deployment period.
- f. Acquire and set up adequate heavy equipment, space, and office/staging/warehousing facilities to facilitate the installation services to be provided.
- g. Manage and maintain inventory of endpoints and metering hardware from the awarded Proposer(s).
- h. Develop installation schedule in accordance with the City's billing schedule, not changing meters in a cycle that is currently being read (blackout cycle).
- i. Provide installation services in accordance with the requirements.
- j. Coordinate for the City to be present during large meter (2" and above) installations, to verify all functionality.
- k. Coordinate with the City for installations at medical customers' locations,
- 1. Hold removed meters for at least 30 days or until the next billing cycle is completed. After the holding period, dispose of the removed meters.
- m. Dispose of all materials that were removed from the field including but not limited to miscellaneous equipment, dirt, and recyclables.

## Component 3 – Water Metering

a. Deliver all water metering-related equipment as requested, to the City or directly to the Proposer's warehouse in accordance with the lead time specified in the Proposal.

## Component 4 – Meter Data Management System (MDMS)

- a. Install and configure the MDMS to comply with the design requirements.
- b. Perform integration of the MDMS to/from the noted systems to provide exchange of all meter event data, reads, and initiation of remote commands.
- c. Stand-up and manage the SFTP site for managing files to/from the City.
- d. Provide adequate documentation of the solution, comprising at least: user manuals; training plan and materials; standard system report samples, with descriptions of input/out parameters, and explanations of how reports are built and executed; system documentation concurrent with the software environment; and system acceptance test plan.
- e. Conduct training.
- f. Participate in and perform any systems acceptance testing.

# Component 5 – Customer Engagement Portal (CEP)

- a. Install and configure the CEP to comply with the design requirements.
- b. Perform integration of the CEP to/from the noted systems to provide exchange of all meter event data, reads, and customer attributes.
- c. Stand-up and manage the SFTP site for managing files to/from the City.
- d. Provide adequate documentation of the solution, comprising at least: user manuals; training plan and materials; standard system report samples, with descriptions of input/out parameters, and explanations of how reports are built and executed; system documentation concurrent with the software environment; and system acceptance test plan.
- e. Conduct training. Included in the training shall be customer interactions related to billing data corrections and billing discrepancies.
- f. Participate in and perform any systems acceptance testing.

# Section 3: General Instructions for Proposal Preparation and Delivery

## A. Proposal Structure Overview

The proposal must be structured, presented, and labeled in the following manner:

- Table of Contents
- Section 1 Letter of Transmittal
- Section 2 Individuals and Qualifications
- Section 3 Similar Projects and References
- Section 4 Project Approach
  - Component 1 AMI FAN
  - Component 2 Installation Services
  - Component 3 Water Metering
  - Component 4 MDMS
  - Component 5 CEP
- Section 5 Requirements Workbook
- Section 6 Fee Schedule Workbook
- Section 7 Exceptions
- Section 8 Appendices

Failure to follow the specified format, label the responses correctly, or address all of the subsections may, at the sole discretion of the City, result in the rejection of the Proposal or in the City waiving inconsistencies it deems immaterial. Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal. The Proposal pages shall be numbered, and each section labeled.

#### **B.** Proposal Content

Proposal must be organized as follows:

#### **Table of Contents**

Identify each major section, with all pages numbered, and provide hyperlinks to the corresponding sections within the document.

# Section 1: Letter of Transmittal (Limit to 2 pages)

Include the contact information, including name, title, address, phone number, and email, for the Proposer's primary representative(s) for purposes of this RFP. Provide a brief executive summary outlining the overall Proposal and which firm(s) are providing which Component(s).

#### Section 2: Individuals and Qualifications (Limit to 10 pages)

For each firm involved in the proposal, provide:

- 1. The legal entity name for the firm
- 2. A summary of the firm's history, experience, and qualifications, including years in business, locations, size, growth, annual sales, scope of product and service lines, and customer service
- 3. The latest audited financial statements of the firm
- 4. A high-level scope of work or description of activities
- 5. A work plan or schedule for completion of the required work including major tasks and milestones based on the integrations, background, and conditions outlined in the Scope of Work
- 6. An estimation of any data needs or personnel resources/effort required from the utility for the work plan to be achieved successfully

For the primary firm only, provide:

- 1. Project management methodologies to be utilized
- 2. Quality assurance methods

- 3. Risk management strategies (supply chain, labor shortage, integration issues, etc.) and contingency plans.
- 4. Issue resolution and escalation processes
- 5. If the primary firm has previously worked with the proposed subcontracted firm(s)

Provide an organizational chart clearly identifying the project manager and key personnel associated with conducting the required Scope of Work, including any of those involved with subcontractors. Additionally, provide resumes/profiles of the project manager and key personnel associated with conducting the required Scope.

## Section 3: Similar Projects and References (Limit to 4 pages)

For each firm involved in the proposal, provide at least three (3) references within the past two (2) years of completed projects that best illustrate the experience of the Firm. For each reference, indicate:

- 1. The name of the organization
- 2. The address of the organization
- 3. The commodities provided (water, electric and/or gas)
- 4. Name of contact person
- 5. Phone number of contact person
- 6. Email address of contact person
- 7. A brief description of the work provided, including project size, scope, and challenges overcome.

To the extent possible, references should be similar to the City's size (number of meters), scope, and geography – preferably located near the City. Additionally, supply a list of all organizations or municipalities for which the Proposer has provided services that are equivalent to the system and services being proposed.

# Section 4: Project Approach (Limit to 40 pages) Component 1 – AMI FAN

- 1. Provide an overview of the solution. Discuss highlights, key features, and unique distinguishing points of the service offering. The Proposer may also highlight technical or process innovations that have been used successfully on other engagements that will be used in this Project.
- 2. Indicate the number of years the proposed product has been on the market.
- 3. Affirm if the proposed system is designed to communicate with every meter in the service area. If not, describe the options available to communicate with those meters.
- 4. Discuss system redundancy based on the propagation study.
  - a. For point-to-multipoint RF-based AMI solutions, include a discussion on how many endpoints communicate with one collector/routers, two collectors/routers, etc.
  - b. For mesh RF-based networks, provide statistics on hop count, minimum latency, and how quickly the mesh would resolve itself if a participating meter or collector/repeater lost power.
  - c. For RF networks, describe how the system prevents interference with other RF transmissions.
  - d. For cellular networks, provide a discussion on future proofing against 5G and future cellular standards.
  - e. Describe the backhaul method.
- 5. Specify the number of collectors/routers/repeaters on City-owned assets. Specify the number of collectors/routers/repeaters on third-party assets, such as buildings or utility poles not owned by the City.
- 6. Describe an estimated level of time (full time equivalent [FTE] estimate) City staff will need to provide to maintain the network collectors/routers/repeaters, under the proposed services/support structure, and what this maintenance work will entail.

- 7. Identify if collectors/routers/repeaters can be used in a test environment and migrated to a production environment, and any special procedures needed to do so.
- 8. Describe how collectors/routers/repeaters can be accessed by field personnel for troubleshooting. Describe both hardware (e.g., laptop, tablet, handheld, etc.) and communication method (e.g., Bluetooth, optical port, etc.).
- 9. Describe what field software applications are provided for troubleshooting of collectors/routers/repeaters.
- 10. Describe your offering for Network-as-a-Service and Maintenance-as-a-Service. Include the following topics:
  - a. What metrics will be tracked (i.e., uptime, defect rates)
  - b. Service coverage provided (i.e., response time, times/day)
  - c. Device types supported (i.e., collectors only)
  - d. What times of maintenance is included (i.e., break-fix, monthly patching, preemptive)
- 11. Describe if the production capacity for AMI collectors/routers/repeaters will satisfy the number and timeline identified in this RFP.
- 12. Describe if the manufacturer's production capacity for AMI endpoints will satisfy the number and timeline for unit replacements identified in this RFP.
- 13. Describe the length of the warranty and support provided for all proposed equipment (and distinguish between full vs. prorated), and when the warranty period will start in the project schedule (e.g., at shipment, at installation, etc.).
- 14. For the proposed endpoints, detail any formal product recalls or advisories that have been issued within the past five (5) years.
- 15. Identify if the endpoint is pre-configured in the factory, programmed in the field upon product installation, batch-programmed remotely after installation, or other. For field-programmed endpoints, describe how the endpoint is configured (e.g., using a handheld with an IR port) and who will be responsible for performing the configuration.
- 16. Specify the types of connectors used to interface with a meter for the proposed endpoints. No splicing is allowed.
- 17. For the proposed endpoints, list a water meter compatibility matrix.
- 18. Specify the available mounting configurations (e.g., under-lid, through-the-lid, external, etc.) for the proposed endpoints and identify if these mounting configurations affect the read rate service level agreements for the AMI network.
- 19. Identify how many days of hourly interval data the endpoint can store.
- 20. Indicate the default configuration of the following: the interval length of the endpoint (e.g., reads are taken every 15 minutes, 30 minutes, 1 hour, etc.), the transmission interval of the endpoint (e.g., reads are transmitted every 4 hours, 6 hours, etc.), and the backfill volume of the endpoint (e.g., for each transmission, the previous 24 hours are sent, the previous 24 reads are sent, etc.).
- 21. Indicate if the interval length, transmission interval, and backfill volume of the endpoint can be changed. Indicate the highest and lowest frequencies for each of these metrics and discuss their effects on warranty.

- 22. Based on your proposed solution for the City, provide an estimate of database size of data collected (interval metering, daily registers, events, and alarms) per device per month, and total per month overall.
- 23. Describe any accessories that are necessary for operation and maintenance with your endpoint product.
- 24. Provide a complete list of events and alarms supported by the proposed endpoints and AMI head-end. If necessary, this answer may be a reference to an Appendix.
- 25. Describe the product development roadmap outlining the vision and strategy for the future of the proposed system, including a description of any upgrades and/or enhancements that are in the planning or design stage.
- 26. For the solution being proposed, provide the total number of systems and endpoints supplied in the last 12 months.
- 27. For the solution being proposed, provide the total number of systems and endpoints completed to date.
- 28. For the solution being proposed, provide a total number of systems and endpoints in operation for 3 years or longer.
- 29. Describe what system elements are at risk of technical obsolescence over the operating life of the system and provide a plan to address this risk.
- 30. Identify if alternative reading methods (e.g., drive-by) can be used, and any processes (such as reprogramming the meter) or hardware needed to do so.
- 31. Provide a statement on forward compatibility to ensure continuity of the product line, including a description of how routine obsolescence of critical electronic components may be managed. Describe the current technology plan and procedures for refreshing existing AMI networks and endpoints and implementing enhancements over the operating life of the system.
- 32. Identify what interface mechanisms are available to facilitate integration with utility enterprise systems such as CIS, MDMS, GIS, etc. (e.g., CMEP files, MultiSpeak, REST API, web services, etc.).
- 33. Describe your system integration implementation experience between the proposed AMI head-end and the utility's CIS (Impresa).
- 34. The City is procuring a new asset management system. Describe your successful experience integrating with various asset management systems and typical best practices (e.g., integrating with asset management system vs CIS).
- 35. Provide detailed description of the use of open standards, including, but not limited to communications protocols, discovery, authentication, system monitoring, diagnostics, and management within the proposed solution.
- 36. The City operates two disaster recovery datacenters. Describe the process and timeline for repointing your solution to a City disaster recovery site.
- 37. For each system element proposed (LAN, WAN, Backhaul, meters/modules, network equipment, and head-end), indicate both open standards and proprietary standards utilized.

- 38. Provide a description of your cybersecurity measures, response and recover plan (such as in the event of a data breach).
- 39. Provide a discussion of major third-party sensors/devices available to place on the network, and an overview of what protocols/interfaces are required to do so. Also provide an explanation of developer support (e.g., software development kits [SDKs], application program interfaces [APIs] troubleshooting, etc.) given to third parties to develop sensors/devices for the network.
- 40. Provide a list of proposed training sessions on the solution, hours for each session, and suggested participants that the vendor would hold if selected.
- 41. Does the vendor have a user's group that meets regularly? How long has it been in operation? Are utility representatives running the group?
- 42. Does the vendor maintain a knowledge base online that allows users to search for problem resolutions as well as provide system advice?
- 43. Describe your standard support services, hours of operation and escalation policies, and procedures for problem resolution.
- 44. Describe the vendor support policy during the AMI implementation, immediately following the AMI implementation, and ongoing support.

#### **Component 2 – Installation Services**

- 1. Provide an overview of the installation approach. Discuss highlights, key features, and unique distinguishing points of the service offering. The Proposer may also highlight technical or process innovations that have been used successfully on other engagements that will be used in this Project.
- 2. Describe the process used to determine the optimum strategy to deploy/program the meters and endpoints.
- 3. Describe all site preparation activities and timing (including site prep lead time) related to deployment. Provide details on all equipment (i.e., vehicles, uniforms, tools, forklifts, recycle bins, etc.) and facilities (office, warehouse, etc.) required during deployment.
- 4. Describe inventory control procedures.
- 5. Describe the customer communications process, including how appointments are scheduled (if required), what credentials employees carry, and how employees are dressed. Provide sample pictures of vendor credentials, uniforms, and vehicles.
- 6. Provide detailed, step-by-step procedures for an installer, including the duties/activities performed at the staging site upon arrival, duties/activities performed at the customer site, and duties/activities performed upon return to the staging site.
- 7. Outline and describe any incidences that could warrant a Return to Utility (RTU), including, but not limited to due diligence, customer refusal/opt-out, obstruction that prevents access to meter, unsafe situation, etc. Discuss the approach/process for confirming the validity of an RTU that has been identified by the installer.
- 8. After equipment has been installed, describe the verification processes to confirm the installation, that equipment is working correctly, and that the customer's property is as it was before installation. Describe the process for resolving installation-related issues during deployment as well as issues discovered after the installer has left the site, including troubleshooting root cause (device, network,

- or installation error). Explain expectations for utility involvement in resolving these issues.
- 9. Describe the method the installer will use to record data and information from each installation. Describe all data, before, during, and after installation photos, and information that can be collected by installers. Can the kind of data collected be customized?
- 10. Provide your emergency plan in case of incidents (e.g., accidental excavations, gas leaks, injuries, etc.).
- 11. Describe audit practices. What percentage of field installations are audited in the field—both new and experienced installers?
- 12. Describe quality assurance practices, including if quality checks are performed on photos.
- 13. For the installer, provide the total number of AMI deployments in the last 12 months.
- 14. For the installer, provide the total number of endpoints installed in the last 12 months.
- 15. For the installer, provide the total number of endpoints installed over the life of the company.
- 16. Specify the work order management system (WOMS) software vendor and version being proposed. Is this system custom to the installer or licensed by another vendor?
- 17. Describe prior methodology for importing utility customer data to populate work orders, how work order data is updated back into utility customer information systems, and what data formats completed work order information can be exported to. How will you ensure secure data transfer between the two systems, and that customer data is protected?
- 18. Can the WOMS track equipment inventory?
- 19. Provide an explanation of reporting from the WOMS. Specify KPIs and dashboards of interest to a meter/endpoint install project. Specify all applicable WOMS reports that will be used during deployment as part of the project management and progress tracking.
- 20. Will RTU and Unable To Complete (UTC) work orders be available for inspection on the WOMS?
- 21. Will RTU and UTC work orders be available to export into Excel, .csv, or similar file?
- 22. The City operates two disaster recovery datacenters. Describe the process and timeline for repointing your solution to a City disaster recovery site.

### Component 3 – Water Metering

- 1. Provide an overview of the solution (water meter and lids). Discuss highlights, key features, and unique distinguishing points of the service offering. The Proposer may also highlight technical or process innovations that have been used successfully on other engagements that will be used in this Project (meter specifications, accuracy, flow range, materials, size range, read rate, durability, and longevity).
- 2. Specify the types of connectors used to interface with the endpoint for the proposed meters.
- 3. Indicate the number of years the proposed product has been on the market.
- 4. The City is anticipating growth of its water meter population in the years to come. The City would like to understand the Proposer's proposed agreement for long term pricing solution (e.g., fixed meter pricing during the AMI project deployment, 5 or 10-years meter agreement at a fixed annual

percentage increase).

#### Component 4 – Meter Data Management System (MDMS)

- 1. Provide an overview of the solution. Discuss highlights, key features, and unique distinguishing points of the service offering. The Proposer may also highlight technical or process innovations that have been used successfully on other engagements that will be used in this Project.
- 2. Indicate the number of years the proposed product has been on the market.
- 3. Provide a concise list and description of all operational reports (e.g., system monitoring, meter status, validation, estimation, and editing [VEE] exceptions, etc.) and analytics (e.g., historical use trends, revenue forecasting, leak detection, etc.) available in the proposed solution. Provide a reference to an Appendix, if necessary.
- 4. Describe the mathematical functions available for calculating billing determinants.
- 5. Describe the data export ability from the MDMS. Can exports be automated?
- 6. Describe individual user ability to establish user-defined alarms based on user-defined thresholds for operational reports and virtual metering.
- 7. Provide a discussion of the MDMS product development roadmap outlining the vision and strategy for the next 3 years of the proposed MDMS. Include a description of the upgrades/enhancements that are in the planning or design stage.
- 8. For the solution being proposed, provide the total number of systems supplied in the last 12 months.
- 9. For the solution being proposed, provide the total number of systems implemented to date.
- 10. For the solution being proposed, provide the total number of systems in operation for 3 years or longer.
- 11. Identify what interface mechanisms are available to facilitate integration of the MDMS with utility enterprise systems such as CIS, GIS, customer engagement portal [CEP], etc. (e.g., CMEP files, MultiSpeak, REST API, web services, etc.).
- 12. Provide a list and description of the integrations the Proposer expects the utility to build between any of its enterprise systems and the MDMS, given the requirements in this RFP. Include the integration method for each of these integrations. (Note: Integration to a new asset management application is included in this project. In the future, the City will decide if CIS or asset management will be the owner of meter assets, and the responsibility for business day and after-hours service order management.)
- 13. Describe your system integration implementation experience between the MDMS and the utility's enterprise systems (Impresa CIS, Esri GIS, etc.).
- 14. The City operates two disaster recovery datacenters. Describe the process and timeline for repointing your solution to a City disaster recovery site.
- 15. The City is building a data lake using Microsoft technology. The MDMS must provide periodic AMI data extracts to the data lake. Describe your functionality, recommended process, and recommended timing for extracting AMI data and delivering it to the City for the data lake.
- 16. Provide a list of proposed training sessions on the solution, hours for each session, and suggested participants, that the Proposer would hold if selected.

# **Component 5 – CEP (Customer Engagement Portal)**

- 1. Provide an overview of the solution. Discuss highlights, key features, and unique distinguishing points of the service offering. The Proposer may also highlight technical or process innovations that have been used successfully on other engagements that will be used in this Project.
- 2. Indicate the number of years the proposed product has been on the market.
- 3. Provide metrics on the rate of customer adoptions of the platform at other utilities.
- 4. Provide a discussion of the CEP product development roadmap outlining the vision and strategy for the next 3 years of the proposed CEP. Include a description of the upgrades/enhancements that are in the planning or design stage.
- 5. For the solution being proposed, provide the total number of systems supplied in the last 12 months.
- 6. For the solution being proposed, provide the total number of systems implemented to date.
- 7. For the solution being proposed, provide the total number of systems in operation for 3 years or longer.
- 8. The City operates two disaster recovery datacenters. Describe the process and timeline for repointing your solution to a City disaster recovery site.

## **Section 5: Requirements Workbook (Attachment 01)**

Complete the Requirements workbook (in Excel format).

# **Section 6: Fee Schedule Workbook (Attachment 02)**

Complete the detailed pricing sheet in the Fee Schedule workbook (in Excel format), by providing your best proposed prices. Pricing shall be inclusive of all quoted materials, travel and expenses required to complete the Scope described and requirements complied with in Attachment 01.

#### **Section 7: Exceptions**

Discuss exceptions or requested changes, if any, to the RFP terms, City of Rockville Sample Contract and Performance Acceptance and Payment Criteria. Any exceptions identified must include identification of each proposed change, and reasons for, as well as specific recommendations for, alternative language. If there are no exceptions noted, it is assumed that all such conditions, procedures, exhibits, and requirements are accepted.

### **Section 8: Appendices**

Provide additional appendices to supplement the sections enumerated. This section may include:

- For RF-based AMI solutions, a propagation study covering 100% of meters in meter population, performed with preference for network infrastructure (collectors, repeaters, etc.) placed on assets identified in Potential Network Asset Sites (included in Appendix 01 File Geodatabase), with:
  - Network infrastructure clearly marked and coordinates for such infrastructure provided in a Shapefile or similar format.
  - o Specifications on any additional construction (poles, towers, or other such structures) that may be needed for infrastructure at each location.
  - An indication of which locations are located on third-party assets not given in Potential Network Asset Sites; and
  - o Specifications on proposed backhaul transport.
  - o An indication of any meters not covered by the propagation study.
- For cellular-based AMI solutions, a positive confirmation of cellular coverage for 100% of meters in

Meter Population and an indication of any meters not covered.

- Network-as-a-Service and Maintenance-as-a-Service descriptions.
- Warranty and maintenance documentation for all proposed hardware and work, providing the length and terms of the warranty/maintenance and service provided, and when the warranty period starts.
- Proposers, production descriptions, technical specifications and/or cut sheets for all proposed equipment.
- License information for any software.

Any other related information.

## **C.** 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 combined pdf document** using the City's Collaboration Portal **only** at:

Contract Insight - Collaboration Portal (rockvillemd.gov)

Two (2) separate electronic submittals shall be included to provide <u>one (1) original version and one (1) redacted version of your proposal</u>:

The file name of the pdf documents must be named as follows:

RFP 30-25\_COMPANY\_DATE RFP 30-25\_COMPANY\_DATE\_REDACTED

# **Section IV: Evaluation Criteria and Selection Process**

# A. Written Proposal Evaluation

The Evaluation Committee will evaluate the written proposal based on the following criteria using a point system, as shown in the following table.

*Table 5 – AMI RFP Evaluation Scoring* 

Points	Factor	Description
20	Individuals and	Points may be awarded based on how well the proposal
	Qualifications	successfully demonstrates the following: evidence of
	of the Proposer	experience for past water AMI projects of similar size; vendor
		success in working with AMI and Installation Service vendors
		to complete "Turnkey" or "Multi-Contract" projects of
		similar or greater size and complexity; and positive references
		that demonstrate past success with work for previous clients
		involving products and services similar to the current project.
10	Similar Projects	Points may be awarded based on the evaluation of Proposer's
	and References	experience working on similar projects and the Proposer's
	of the Proposer	understanding of the City's requirements and objectives of the
		RFP.
30	Project	Points may be awarded based on how well the proposal
	Approach of the	successfully demonstrates the following: the vendor has the
	Proposer	project operational structure needed to successfully execute
		this project; the vendor has created a methodology to deliver
		the project as specified in this RFP and will be responsible for
		the overall project deliverables; and the proposed project team
		has the experience and bandwidth to implement the proposed
		methodology. Additionally, points may be awarded based on
		how well the proposal successfully demonstrates the
		following factors: the proposed implementation approach
		meets best practices for a project of this type, size, and
		environment; the proposed project timeline aligns with
		expectations; and the proposal indicates that the vendor has
		the required experience and has delivered satisfactory results for similar project requirements.
15	Compliance	Points may be awarded based on how well the proposal
13	with	successfully demonstrates the following: the responses in the
	Requirements	relevant Component's appendix represent an understanding
	Requirements	on the part of the vendor of requirements and the requirements
		are appropriately addressed in the vendor's responses to the
		respective capabilities and requirements.
25	Price Proposal/	The evaluation of each Proposer's pricing, per Component,
	Fee Schedule	will be conducted using the lowest-cost proposal as a
		baseline.

After initial evaluation, the City will determine which, if any, Proposers will be interviewed. If the City elects to interview Proposers, during the interviews the selected Proposers will be given the opportunity to provide a demo, and to discuss their proposal, qualifications, past experience, and their cost proposal in more detail. The City reserves the right to interview the key personnel assigned by the Proposer for the Project. Interviews and demonstrations will be scheduled at City's convenience. Proposers are expected to be available at times selected for interviews and demos, if requested. Where applicable, the City will work with each Proposer to determine an interview and demonstration date and time that works for all parties.

Another round of evaluation will be conducted after interviews and demonstrations of the shortlisted Proposers. The City also reserves the right to use outside materials or expertise to reassess scores at any time, or to conduct any number of interviews as necessary to make a proper determination for award.

All Proposals submitted may be subject to clarification(s) and further negotiation. Any agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal will be documented and included as part of the final contract.

#### **B.** 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.

#### C. Evaluation Committee

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

#### **D.** Initial Evaluation of Proposals

Each proposal is initially evaluated by the Procurement 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.

#### E. 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.

## F. 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.

# **G.** 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.

# **Section V: Appendices and Attachments**

# A. Appendices

Appendix 01 – File Geodatabase

The File Geodatabase contains spatial and nonspatial data related to the City's water services.

NOTE: In order to receive Appendix 01, proposers shall sign and return Attachment 03 –

Confidentiality and Non-Disclosure Agreement Form and email it to pw@rockvillemd.gov.

Appendix 02 – Standard Water Meter Details

Appendix 03 – Proposed Future Solution Architecture Diagram

Appendix 04 – City of Rockville General Conditions and Instructions

Appendix 05 – Insurance Requirements

Appendix 06 - Performance Acceptance and Payment Criteria

#### **B.** Attachments

Attachment 01 - Requirements Workbook

Attachment 02 - Cost Proposal Workbook

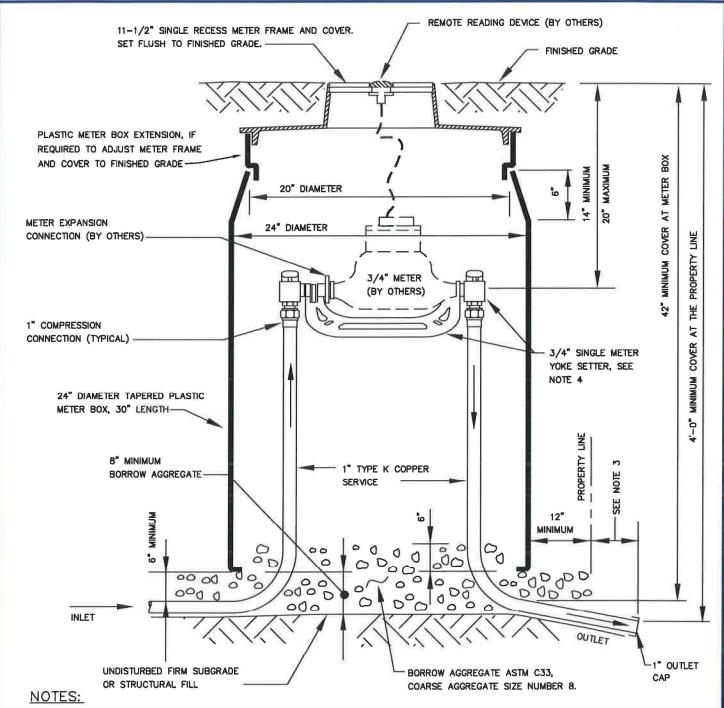
Attachment 03 - Confidentiality And Non-Disclosure Agreement

Attachment 04 – Affidavit

Attachment 05 – Respondent's Questionnaire

Attachment 06 - Execution of Offer Form

\*\*END OF DOCUMENT\*\*



- 1. METER SETTING FOR NON-TRAFFIC AREAS ONLY, DO NOT LOCATE IN SIDEWALK OR DRIVEWAY, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 2. COMPACT BACKFILL AND AGGREGATE BASE AS STRUCTURAL FILL.
- 3. EXTEND COPPER SERVICE OUTLET 3'-0" MINIMUM BEYOND METER BOX AS SHOWN OR PROPERTY LINE, WHICHEVER IS GREATER.
- 4. 3/4" SINGLE METER YOKE SETTER IS COMPLETE ONE-PIECE FACTORY ASSEMBLED, INCLUDING TWO ANGLE BALL VALVES AND YOKE.
- 5. FOR REPLACEMENT OF EXISTING WATER HOUSE CONNECTION ONLY.

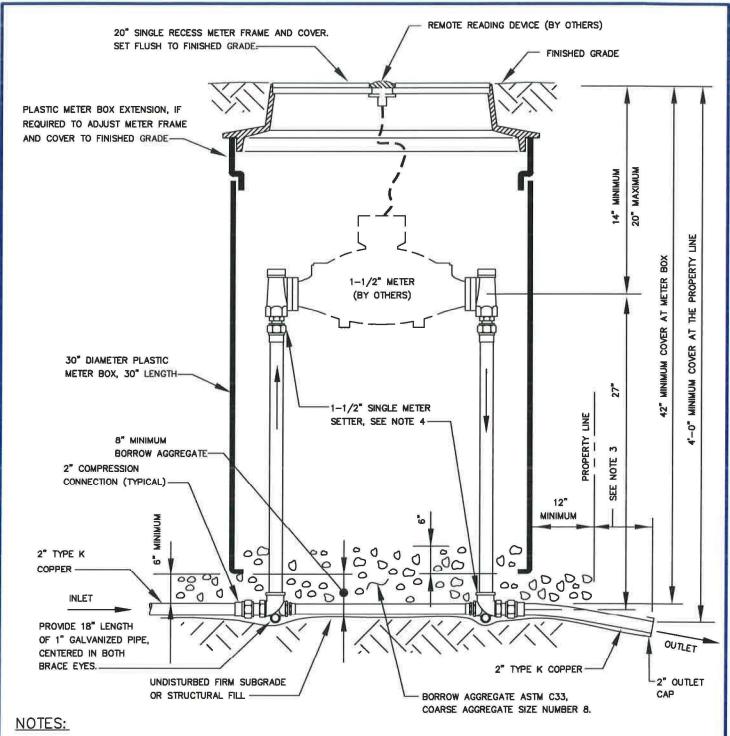
WASHINGTON
SUBURBAN
SANITARY
COMMISSION

WASHINGTON

STANDARD DETAIL

W

3/4-INCH METER SETTING
FOR
1-INCH SERVICE



- METER SETTING FOR NON-TRAFFIC AREAS ONLY, DO NOT LOCATE IN SIDEWALK OR DRIVEWAY, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 2. COMPACT BACKFILL AND AGGREGATE BASE AS STRUCTURAL FILL.
- 3. EXTEND COPPER SERVICE OUTLET 3'-0" MINIMUM BEYOND METER BOX OR PROPERTY LINE, WHICHEVER IS GREATER.
- 4. 1-1/2" SINGLE METER SETTER IS COMPLETE ONE-PIECE FACTORY ASSEMBLED, INCLUDING TWO ANGLE BALL VALVES, BENDS AND COMPRESSION CONNECTIONS.

WASHINGTON
SUBURBAN
SANITARY
COMMISSION

APPROVED: 9/2 / 1/6

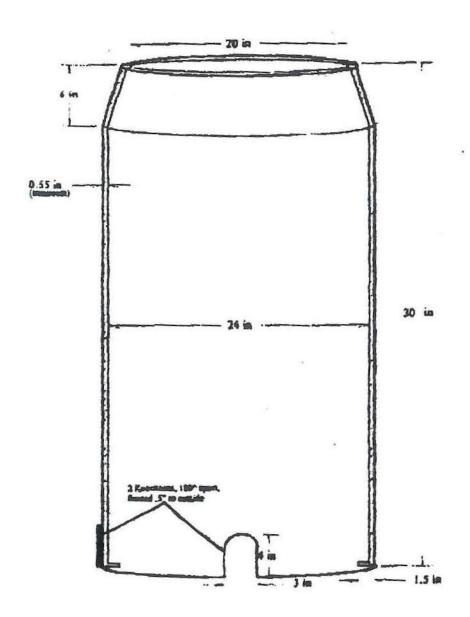
1-1/2-INCH METER SETTING
FOR
2-INCH SERVICE



# Mid-States Plastics, Inc.

Molded Access Products Division, Upnnor ETI 280 Midland Trail Mt. Sterling, KY 40353 606-498-7615 Wats 800-444-7615 Fax 606-498-7919

# MS202430B



- a. Kennedy Valve (Division of McWane Incorporated), K-81AWC Complete Adapter Hydrant following Kennedy Drawing No. 80804-WSSC, Revision 07, dated 5/09.
- b. Or equal
- F. Temporary Bypass Pipe, Hose, Fittings and Valves:
  - 1. Withstand working pressures up to 125 psi.
  - 2. Follow NSF Standard 14 or 61 for potable water.
  - 3. Not impart objectionable color, taste, or odor to water being supplied.
  - 4. Temporary fire hydrant:
    - a. Consist of 4 inch by 4 inch tee or 4 inch 90° bend, with ball valve or equal, connected to end of the tee or bend and operating nut to control the valve.
    - b. Equipped with 4-1/2 inch diameter National Standard threaded nozzle with hydrant cap installed.
- G. Backflow Preventer and Basket Strainer for Temporary Water Main and Hydrostatic Testing: Reduced pressure principal type, flanged and supplied complete with integral valves, following the American Society of Safety Engineers Standard No. 1013 and AWWA C510.
  - 1. Materials: Bronze, or liquid epoxy coated cast iron body with bronze and stainless steel working parts.
  - 2. Pressure Requirements: Suitable for supply pressure as high as 175 psi and hydrostatic test pressure of 350 psi.
  - 3. Approved manufacturer:
    - a. Wilkins (Zurn Industries).
    - b. Or equal.
  - 4. Basket Strainers.
    - a. Installation: Inlet side of backflow preventer following Drawings.
    - b. Strainers: Flanged ends, unless otherwise noted.
      - 1) Strainer bodies: Ductile iron, gray iron, or bronze and designed to withstand maximum working pressure of 175 psi with tapped opening for flushing strained debris.
    - c. Screens: Unless otherwise noted, stainless steel or brass sheet metal with 1/4 inch perforations.
      - 1) Open area of screen: At least 4 times inside cross-sectional area of pipe.
    - d. Approved manufacturers:
      - 1) Hersey Products, Inc.
      - 2) Mueller Co.
- H. Meter Settings.
  - 1. Meter Housings:
    - a. Polyethylene Meter Boxes and Extensions.
      - 1) Approved manufacturers:
        - a) Bingham & Taylor:
          - (1) 20" x 24" x 30", Model No. MMP202430
          - (2) 30" x 30", Model No. PMP3030

- b) Sigma Corporation Inc.
  - (1) 20" x 24" x 30", Model No. Raven RMP202130-FB-W
  - (2) 30" x 30", Model No. Raven RMP3030-W
  - Or approved equal.
- 2. Meter Setting Outside Water Meters:
  - a. Copper Pipe: Seamless, type K and following ASTM B88.
  - b. Fittings and Accessories: Valves and fittings shall be manufactured to and tested at the high pressure requirements of AWWA C800 and shall be NSF 61 certified. Bronze valve components that come in contact with potable water shall be manufactured of CDA alloys meeting chemical and physical properties of ASTM B584 and following AWWA C800 and NSF 372.
  - c. Approved Manufacturers and Models for Meter Yoke Setter:
    - 1) Ford Meter Box Company.
      - a) 3/4 inch Single Meter Yoke Setter, Model No. YA-3-C13005-001-NL, following Drawing No. C13005-001, Rev. 2 dated 7/29/12 adaptable for 5/8 inch meter using two Ford A13 meter adapters.
      - b) 1 inch Single Meter Setter, Model No. YA-4-13005-003-LEX-NL following Drawing No. C13005-003, Rev. 2 dated 7/27/12.
      - c) 1-1/2 inch Single Meter Setter, Model No. VBB76-C13005-007-NL, following Drawing No. C13005-007, Rev. 1 dated 7/27/12
      - d) 2 inch Single Meter Setter, Model No.VBB87-C13005-004-NL, following Drawing No. C13005-004, Rev. 0 dated 4/10/12.
      - e) 3/4 inch Double Meter Yoke Setter, Model No. DYA-3-C13005-006-NL, following Drawing No. C13005-006, Rev. 3 dated 11/27/12 adaptable for 5/8 inch meter using two Ford A13 meter adapters per meter.
      - f) 1 inch Double Meter Setter, Model No. DYA-4-C13005-005-NL, following Drawing No. C13005-005, Rev. 2 dated 7/27/12.
    - 2) Mueller Company.
      - a) 3/4 inch Single Meter Yoke Setter, Model No. 250B5030----01N, following Drawing No. 250B5030----01N dated 5/29/12 adaptable for 5/8 inch meter using two Ford A13 meter adapters.
      - b) 1 inch Single Meter Setter, Model No. 330B5040----01N, following Drawing No. 330B5040----01N dated 5/30/12.
      - c) 1-1/2 inch Single Meter Setter, Model No. 109B2422----05N, following Drawing No. 109B2422----05N dated 5/30/12.
      - d) 2 inch Single Meter Setter, Model No. 108B2426----05N following Drawing No. B2426----05N received 5/30/12.
      - e) 3/4 inch Double Meter Yoke Setter, Model No. 250B5030----02N, following Drawing No. 250B5030----02N, Rev. 0 dated 5/30/12, adaptable for 5/8 inch meter using two Ford A13.
      - f) 1 inch Double Meter Setter, Model No. 330B5040----02N, following Drawing No. 330B5040----02N, Rev. 0 dated 5/29/12.
    - 3) A.Y. McDonald Manufacturing Company.

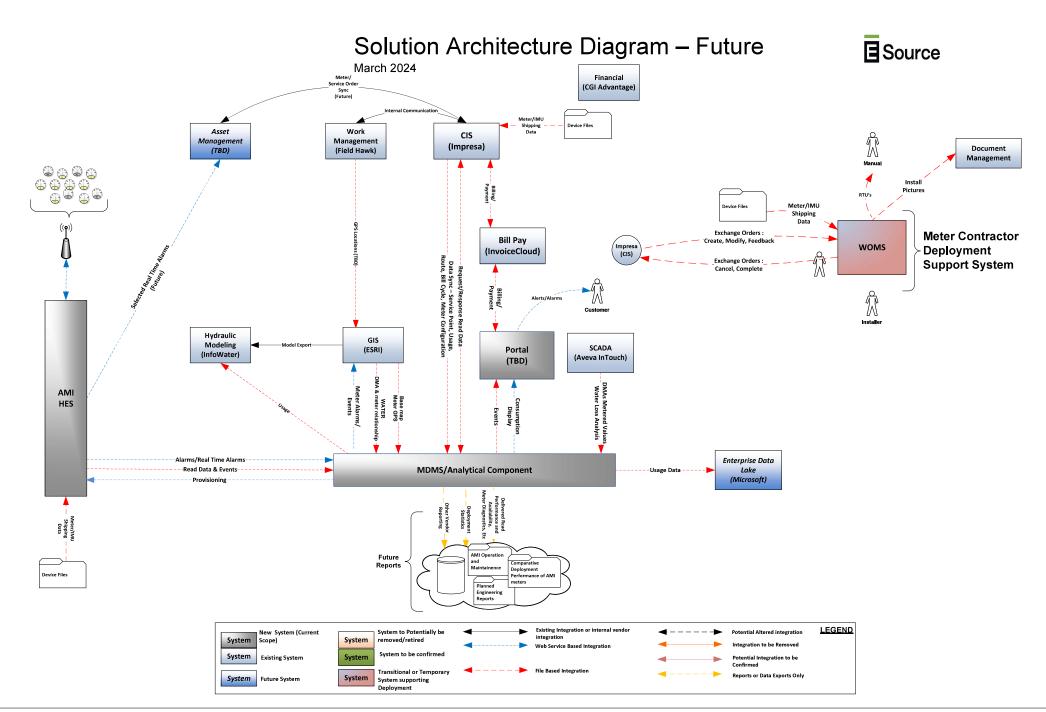
- a) 3/4 inch Single Meter Yoke Setter, Model No. 714G3--JJCC 44, following Drawing No. E-1-10077, Rev. A dated 6/15/12, adaptable for 5/8 inch meter using two A.Y. McDonald 10J13 meter adapters.
- b) 1 inch Single Meter Setter, Model No. 714G427--JJQQ 660X375, following Drawing No. E-1-10076, Rev. A dated 6/15/12.
- c) 1-1/2 inch Single Meter Setter, Model No. 721-727--WWQQ 770X13.25X375, following Drawing No. E-1-10080, Rev. A dated 6/15/12.
- d) 2 inch Single Meter Setter, Model No. 31-724--WWQQ 770, following Drawing No. E-1-5915, Rev. 0 dated 8/3/05.
- e) 3/4 inch Double Meter Yoke Setter, Model No. 714H327--JJQQ 64 X375, following Drawing No. E-1-10079, Rev. B dated 7/23/12, adaptable for 5/8 inch meter using two A.Y. McDonald 10J13 meter adapters per meter.
- f) 1 inch Double Meter Setter, Model No. 714H427--JJQQ 76X375 following Drawing No. E-1-10078, Rev. A dated 6/15/12.
- 4) Cambridge Brass.
  - a) 3/4 inch Single Meter Yoke Setter, Model No. 6029NL-300C4C4-UU following Drawing No. 6029NL-300C4C4-UU, Rev. C dated 12/13/12, adaptable for 5/8 inch meter using two Ford A13 meter adapters per meter.
  - b) 1 inch Single Meter Setter, Model No. 6029NL-427H6H6-UU following Drawing No. 6029NL-427H6H6-UU, Rev. E dated 12/13/12.
  - c) 1-1/2 inch Single Meter Setter, Model No. 6020NL-627H7H7-UU following Drawing No. 6020NL-627H7H7-UU, Rev. C dated 6/13/12.
  - d) 2 inch Single Meter Setter Model No. 6040-7\_H7H7-UU following Drawing No. 6040-7 H7H7-UU, Rev. A dated 2/8/08.
  - e) 3/4 inch Double Meter Yoke Setter, Model No. 6029DNL-327H6H5-UU following Drawing No. 6029DNL-327H6H5-UU, Rev. D dated 12/13/12, adaptable for 5/8 inch meter using two Ford A13 meter adapters per meter.
  - f) 1 inch Double Meter Setter, Model No. 6029DNL-427H7H6-UU following Drawing No. 6029DNL-427H7H6-UU, Rev. D dated 12/13/12.
- d. Meter Accessories: All accessories shall be manufactured to and tested at the high pressure requirements of AWWA C800 and shall be NSF 61 certified. Brass components that come in contact with potable water shall be manufactured of CDA alloys meeting chemical and physical properties of ASTM B584 and following AWWA C800 and NSF 372.
  - 1) Approved Manufacturers for Expansion Connection:
    - a) A.Y. McDonald Manufacturing Co., INC.
      - (1) 3/4 inch Meter, Model No. 714-2EHG
      - (2) 1 inch Meter, Model No. 714-4EHG
    - b) Cambridge Brass

- (1) 3/4 inch Meter, Model No. 430NL-3
- (2) 1 inch Meter, Model No. 430NL-4
- c) Ford Meter Box Company
  - (1) 3/4 inch Meter, Model No. EC-23-NL
  - (2) 1 inch Meter, Model No. EC-4-NL
- d) Mueller Company
  - (1) 3/4 inch Meter, Model No. H14234N
  - (2) 1 inch Meter, Model No. H14234N
- e) Trumbull Industries, INC.
  - (1) 3/4 inch Meter, Item No. 368-0632
  - (2) 1 inch Meter, Item No. 368-0635

#### 3. Outlet Caps.

- a. Approved Manufacturer and Models:
  - 1) Polymer Molding, Inc.
    - a) 1 inch type K copper, blue polyethylene end cap, Model No. C-1-1/8.
    - b) 1-1/2 inch type K copper, blue polyethylene end cap, Model No. C-1-5/8.
    - c) 2 inch type K copper, blue polyethylene end cap, Model No. C-2-1/8.
  - 2) Or equal.
- 4. Meter Frames and Covers.
  - Castings.
    - 1) Iron melted by any process following ASTM A48, Class 35 minimum.
    - 2) Surfaces: Sandblast clean or other approved process. Paint clean and rust free surface with 1 coat of asphaltum coating or approved equal.
  - b. Approved Manufacturers:
    - 1) A.Y. McDonald Manufacturing Company.
      - a) 11-1/2 inch single recess frame and cover for 20 inch diameter (at top) meter housing, 3/4 inch and 1 inch single meter setting, Model No. 74M3ACLBRTC.
      - b) 11-1/2 inch double recess frame and cover for 20 inch diameter (at top) meter housing, 3/4 inch and 1 inch double meter setting, Model No. 74M3ACLBRRTT.
      - c) 20 inch single recess monitor frame and cover for 30 inch diameter meter housing, 1-1/2 inch and 2 inch single meter setting, Model No. 74M30RTLB.
    - 2) Bingham & Taylor Corporation.
      - a) 11-1/2 inch single recess frame and cover for 20 inch diameter(at top) meter housing, 3/4 inch and 1 inch single meter setting, Model No. BTA-3C/11 1/2 inch BTC3L-WS.
      - b) 11-1/2 inch double recess frame and cover for 20 inch diameter (at top) meter housing, 3/4 inch and 1 inch double meter setting, Model No. BTA-3C/11 1/2 inch BTC3L-WSDD.
      - c) 20 inch single recess monitor frame and cover for 30 inch diameter meter housing, 1-1/2 inch and 2 inch single meter setting, Model Nos. BTA2030MFC-WS and IND2030MFCWS.
    - 3) Vestal Manufacturing Company.

- a) 11-1/2 inch single recess frame and cover for 20 inch diameter (at top) meter housing, 3/4 inch and 1 inch single meter setting, Model No. 32-709 (BRMRC-20L W/LN W/RTR)
- b) 11-1/2 inch double recess frame and cover for 20 inch diameter (at top) meter housing, 3/4 inch and 1 inch double meter setting, Model No.32-711 (BRMRC-20L W/LN W/2RTR).
- c) 20 inch single recess monitor frame and cover for 30 inch diameter meter housing 1-1/2 and 2 inch single meter setting, Model No. 32-048(ER2030) and 32-479 (MONITOR R&C W/LN W/RTR).
- I. Field Applied Coating: Cold applied petrolatum or petroleum wax.
  - 1. Primer, Mastic, and Tape/wrap: AWWA C217 or NACE RP0375 and manufactured for buried or submerged applications.
  - 2. Petrolatum or Petroleum Wax Tape/Wrap: Minimum thickness of 40 mils.
  - 3. Approved Manufacturers:
    - a. Denso Incorporated.
    - b. Tapecoat Company.
    - c. Trenton Corporation.
- J. V-Bio Polyethylene Encasement: AWWA C105.
  - 1. V-Bio polywrap linear low-density polyethylene film (minimum 8 mil).
  - 2. V-Bio polywrap flat tube: Meet appropriate minimum width for size of pipe installed following AWWA C105, Method A, secured with polyethylene compatible adhesive tape.
  - 3. Flat sheet V-Bio polywrap: Used for wrapping odd shaped appurtenances following AWWA C105, secured with polyethylene compatible adhesive tape.
  - 4. Approved Suppliers:
    - a. American Cast Iron Pipe Company.
    - b. United States Pipe and Foundry Co. (U.S. Pipe)
    - c. McWane Cast Iron Pipe Company
- K. Detectable Warning Tape: See Section 02315.
- L. Tracer wire for PVC Pipe: TW, THW, THWN, or HMWPE insulated single-strand copper, 10 gauge or thicker wire.
- M. Continuity Test Station.
  - 1. Acrylonitrile- Butadiene-Styrene (A.B.S.) Plastic
  - 2. Diameter 12-inch.
  - 3. Heavy duty frame and lid.
  - 4. Lettering on lid "Water".
  - 5. Approved Manufacturer:
    - a. Bingham & Taylor Corporation, Figure 1200 with ADP4001006P Valve Box Stabilizer.
    - b. Or equal.
- N. Rubber Annular Hydrostatic Sealing Devices.



## Appendix 04 GENERAL TERMS, CONDITIONS AND INSTRUCTIONS



- 1. <u>TERMS AND CONDITIONS</u> 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. <u>SEVERABILITY</u> If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 3. <u>PREPARATION</u> All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the RFP Number, Offeror's Name and the Proposal Due Date.
  - Conditional bids/proposals and bids/proposals containing escalator clauses will not be accepted. Bids/proposals must be signed (electronic signature is acceptable) by an individual authorized to bind the bidder.
- **4.** <u>LATE BIDS/PROPOSALS</u> It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.
- 5. PROPOSAL AWARD The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
- **6. ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder/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 posted via the city's designated electronic, software solution.
  - 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.
- 7. <u>ACCEPTANCE/REJECTION OF BIDS</u> The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made

or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

- **8.** <u>MULTI-YEAR BIDS</u> Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
- 9. <u>BID/PROPOSAL WITHDRAWAL</u> Proposals may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified.
- **10.** <u>MISTAKES</u> 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.
- 11. SENSITIVE DOCUMENTS Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

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

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

- 12. <u>DOCUMENTS</u>, <u>MATERIALS AND DATA</u> All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
- 13. <u>PUBLICITY</u> Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.
- 14. INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION Multiple proposals uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that 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.

- **15. 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.
- 16. <u>COMPENSATION</u> The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
- 17. <u>INVOICING</u> The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.
  - Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager),111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.
- **18.** ELECTRONIC PAYMENT OPTION The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services.
- 19. <u>PAYMENT TO SUBCONTRACTOR</u> 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.
- 20. PERSONNEL Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
- 21. PRICE ADJUSTMENTS (CPI) Unless otherwise stated in the RFP document, rates quoted are to be firm for two (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.
- 22. <u>INTERPRETATION</u> 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.

- 23. <u>DELIVERY</u> All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- **24. <u>DELAYS/EXTENSION OF TIME</u>** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

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

- 25. <u>TERMINATION FOR DEFAULT</u> 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.
- **26.** TERMINATION FOR CONVENIENCE The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
- 27. ABANDONMENT, DISSOLUTION AND RESTRUCTING A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
- **28.** <u>CHANGES</u> The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

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

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

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

29. EXTRA COSTS If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

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

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

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

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

- 31. <u>RIGHT TO AUDIT</u> 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.
- 32. <u>DEFECTIVE SUPPLIES/SERVICE</u> Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
- **33.** <u>LEGAL REQUIREMENTS</u> 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.
- **34. 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.

- 35. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the proposal in whole or in part at the City's discretion without affecting the proposal prices for any item or remaining work. The City may waive minor differences in specifications in proposals provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.
- **36.** AUTHORITY OF THE CITY MANAGER IN DISPUTES Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be

heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- **37. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.
- **38. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
- **39. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
- **40. RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
- 41. <u>PATENTS AND ROYALTIES</u> Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

**42.** <u>MISCELLANEOUS PROVISIONS</u> The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements,

and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

43. <u>ETHICS REQUIREMENTS</u> In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member

or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

- **44. BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
- 45. EQUAL EMPLOYMENT OPPORTUNITY

  The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements

may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- **46. LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
- 47. IMMIGRATION REFORM AND CONTROL ACT The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit, or refer for a fee for employment under the contract an individual knowing the individual is an unauthorized noncitizen and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("the Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruit or referral for a fee, of the individual for employment or the discharging of the individual for employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
- **48.** <u>ASSIGNMENT</u> Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.

- **49. EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
- 50. OWNERSHIP OF DOCUMENTS Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
- 51. NON-DISCLOSURE Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.
- **52.** COOPERATIVE PROCUREMENT The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, 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.

## Appendix 05 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	<b>Endorsements and Provisions</b>
1.	Workers' Compensation	Bodily Injury by Accident:	Waiver of Subrogation:
2.	Employers' Liability	\$100,000 each accident	WC 00 03 13 Waiver of Our Rights to
			<b>Recover From Others Endorsement</b>
		Bodily Injury by Disease:	<ul><li>signed and dated.</li></ul>
		\$500,000 policy limits	
		Bodily Injury by Disease:	
		\$100,000 each employee	
<i>3</i> .	Commercial General	Each Occurrence:	City to be listed as additional insured
	Liability	\$1,000,000	and provided 30 day notice of
			cancellation or material change in
a.	Bodily Injury		coverage.
b.	Property Damage		CG 20 37 07 04 and CG 20 10 07 04
C.	Contractual Liability		forms to be both signed and dated.
d.	Premise/Operations		
e.	Independent Contractors		
f.	Products/Completed Operations		
α	Personal Injury		
g.	r ersonar mjury		
4.	Automobile Liability	Combined Single Limit for	City to be listed as additional insured
	·	Bodily Injury and Property	and provided 30 day notice of
a.	All Owned Autos	Damage -	cancellation or material change in
b.	Hired Autos	(each accident):	coverage.
c.	Non-Owned Autos	\$1,000,000	Form CA20 48 02 99 form to be
			both signed and dated.
<i>5</i> .	Excess/Umbrella Liability	Each Occurrence/Aggregate:	City to be listed as additional insured
		\$1,000,000	and provided 30 day notice of
			cancellation or material change in
Ļ	D 0 1 171 1111 00	F 10	coverage.
<i>6</i> .	Professional Liability (if	Each Occurrence/Aggregate:	
	applicable)	\$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

## Appendix 06 Performance Acceptance and Payment Criteria

The Acceptance Criteria herein will be used by {Client} (Utility) to structure project progression-to provide phasing on the scope of goods, services, and other work to be rendered, and to establish quality criteria for each of those phases.

For clarity, the follow definitions apply to this Exhibit:

- Register Read: an electronic reading from a meter that measures the reading as shown on the meter face that can be validated by visual inspection.
- Interval Read: the consumption through a meter over some defined period of time, normally 60 minutes, 30 minutes, 15 minutes, or 5 minutes; for example, an hourly interval read is the consumption through the meter over the previous hour.
- Billing Read: the register read that can be used for the purpose of billing customer in the billing system; the billing read is commonly a register reading at midnight of each day or otherwise a demand reading.
- Available Meter: a meter is available if it is properly functional and not damaged (beyond
  incidental wear), is installed in compliance to specifications and has properly registered
  in the headend system, and whose communications has not been otherwise interfered
  with.

#### 1 Professional Services

The project at {Client} is composed of three phases that require acceptance that include: Project Planning, Design/Build/Test (DBT), and Full Deployment. This section is read in conjunction with and is supplemental to the {Vendor} Statement/Scope of Work (SOW).

Successful completion will occur upon confirmation of meeting the Acceptance Criteria outlined for each phase. Acceptance Criteria are outlined through a linear responsibility chart for each phase. Responsibilities are outlined in the following table:

Responsibility	Description
R (Responsible)	Designates the entity is responsible for the completion of or adherence to the acceptance criteria
A (Accountable)	Designates the entity is responsible for approval
C (Consulted)	Designates the entity is responsible for providing resources and input to the Responsible entity
I (Informed)	Designates the entity is kept up-to-date on the status of the acceptance criteria

Completion of all Acceptance Criteria does not absolve {Vendor} from the responsibility of carrying out additional services associated with SOW delivery.

{Vendor} is not authorized to proceed with a subsequent project phase until client fully accepts the previous phase's work, or {Client} authorizes {Vendor} in writing that work may proceed with a subsequent phase prior to acceptance of the previous project phase. Exhibit X-1 will be completed to memorialize this acceptance.

{Vendor} will invoice monthly and {Client} will authorize payment for professional services work, in arrears, based on percentage associated with given criteria as stated in the tables in Sections 1.1 through 1.3 (collectively, the "Billing Milestone Schedule"), in accordance to the net payment terms outlined in the governing {Vendor} agreement and/or the {Vendor} SOW. Note that these terms do not apply to any annual fees, nor to any recurring monthly fees, nor to line items for installation/construction work or materials/supplies. In addition, please note the percentages in the Billing Milestone Schedule are calculated out of 100% of the total professional services fees owed to {Vendor}, subject to any changes as outlined in a change order between {Vendor} and {Client}.

#### 1.1 Planning

#### Description

This phase is used to provide definition and discovery to {Vendor} and any subcontractors to work with {Client} and any other vendors whose work is a dependency for the completion of the project. Project plans will be documented, and deliverables and requirements will be further defined, as necessary.

#### Acceptance Criteria

To be deemed accepted, the following criteria must be met:

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Provide Notice to Proceed	A (10%)		A (10%)	A (10%)	A (10%)	R
Approve a project charter	С		С	С	С	R/A
Define a project team	R/C/I (2%)		R/C/I (2%)	R/C/I (2%)	R/C/I (2%)	R/A/C
Produce a project communication plan	С		С	С	С	R/A
Coordinate, schedule, and attend a kickoff meeting	R (5%)		R(5%)	R (5%)	R(5%)	R/A
Produce a Project Execution Plan	С		С	С	С	R/A
Produce a project schedule	R/C (3%)		R/C (3%)	R/C (3%)	R/C (3%)	R/A
Produce an inventory forecast	R	R	С			A/C

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Document and formalize standard operating procedures for installation, including communications processes and procedures	С	С	R			A/C

Upon meeting all criteria outlined above, Planning phase will have been met and will serve as entrance criteria to Design/Build/Test phase.

#### 1.2 Design/Build/Test

#### Description

The intent of this phase is to prove out basic network connectivity and system functionality, providing a meter read to the HEADEND software that will generate data in a test environment to be used to verify meter read accuracy, simulate alerts, verify systems' configurations, and supply data for training {Client} staff.

IDA will begin with the installation and testing of equipment in a controlled test environment (i.e., at a {Client} meter test bench) and/or using a small number (up to three of each meter configuration identified in the Planning phase) of test locations. Using this small sample size, the integration of meter data from the headend system to the meter data management system (MDMS) will take place. To accomplish these tasks, {Vendor} will install, with oversight and agreement by {Client} personnel, the necessary AMI infrastructure (if any) to capture endpoint readings. {Client} will install the initial batch of meters and/or endpoints. {Vendor} will assist {Client} in the execution of test cases and system acceptance testing via simulated meter event scenarios on test bench or controlled environment, and update meter and system configurations, as required for issue resolution.

After the initial proof of concept is proven out, the remaining balance of infrastructure to test the AMI network (if any) at a larger scale will be deployed. As the Initial Deployment Area scales up, the intent becomes to provide billing reads and data in accordance to more diverse, actual field conditions through a limited Initial Deployment Area (IDA). The MDMS is expected to be able to provide functional billing reads to the utility billing system by the end of the IDA, with integration to the billing system and the customer portal. Prior to acceptance, all integrations and functions (unless otherwise deferred) should be completed prior to entry to Full Deployment.

The meter installation vendor will install meters at customer premises by, not-to-exceed more than 1% of the total meter population overall. These meters are expected to be geographically dispersed and incorporate all configurations across multiple routes and cycles.

Acceptance Criteria
To be deemed accepted, the following criteria must be met:

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Perform studies and validation on AMI coverage and performance	R		I			A/C
Prepare document and attain approvals for any site plans	С		I			R/A/C
Design meter rate configurations	R	С	I	С	I	A/C
Perform a contract requirements analysis based on Exhibit X-2 and any subsequent design workshops, and produce a requirements traceability matrix and test plans	R/C		R/C	R/C	R/C	R/A/C
Approve test cases for future implementation testing	С		С	С	С	R/C
Configure system to meet design specifications and requirements in Exhibit X-2 or otherwise documented from design workshops	R/C		R/C	R/C	R/C	A/C
Provision system access	R (10%)		R (10%)	R (10%)	R (15%)	Α

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Install network infrastructure and perform tuning, as applicable	R					A/C
Identify IDA meter installation locations and provision data to support work orders for deployment	С		С	С		R/A
Verify all test meter and endpoint register and interval reads are accurately transmitting to the headend and displayed in the headend appropriately with the desired resolution	R					A
Integrate the installation work order management system to/from the utility billing/asset system to transfer customer and meter information			R/C (20%)			R/A
Provide work order data from all successful installations, including any to be accepted by the utility billing system			R (20%)			A

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Integrate the headed to/from the MDMS to exchange all meter event data, reads, and initiation of remote commands	R/C (15%)			R/C (10%)		A
Integrate the headend to/from the utility billing system to transfer customer and meter information	R/C (10%)					R/A
Integrate the customer portal to/from the MDMS to exchange all consumption data				R/C (10%)	R/C (25%)	R/A
Integrate the MDMS to/from the billing system for the delivery of billing determinants and for process automation				R/C (10%)		R/A
Integrate the MDMS to/from the billing system for account/meter synchronization				R/C (10%)		R/A
Perform training	R (10%)		R (10%)	R (15%)	R (20%)	Α

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Verify a 99% success rate or greater of daily register reads transmitted from available meters within 72 hours of read timestamp, processed at the AMI headend and available for other systems	R (5%)					A
Verify a 98% success rate or greater of daily register reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R (5%)					A
Verify a 95% success rate or greater of all interval reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R (5%)					A
Verify all expected alerts and alarms are registering the headend	R (5%)					A

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Validate meter status end-to-end to ensure alignment with utility billing system	С					R/A
Provide deliverables as applicable, including: product specification documents, user application manuals, training materials, standard reporting manuals, integration architecture diagrams, and system installation and troubleshooting documentation	R	R	R	R	R	A
Provide confirmation of system configuration compliance to design requirements, and that System Acceptance Testing (SAT) and User Acceptance Testing (UAT) has passed	R/C (5%)		R/C (10%)	R/C (15%)	R/C (20%)	R/A/C

Upon meeting all criteria outlined above, IDA phase will have been met and will serve as entrance criteria to Full Deployment phase.

#### 1.3 Full Deployment

#### Description

The goal of full deployment is to build out the system with the intent to provide all remaining meters in the {Client} service territory with communication through the AMI network.

Upon completion of DBT and IDA, {Client} intends to proceed with installation of remaining hardware components. {Vendor} will install all communications assets (collectors and repeaters), with required communications configuration for backhaul (if any, in the case that all these assets were installed in DBT and IDA). {Vendor} will also install 100% of meters and ENDPOINTS from the meter listing provided during project planning, except in instances of Return To Utility (RTU) or where {Client} elects to otherwise perform installation themselves.

#### Acceptance Criteria

To be deemed Accepted, the following criteria must be met:

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Provide work order data from all successful installations, including any to be accepted by the utility billing system			R			A
Verify a 99% success rate or greater of daily register reads transmitted from available meters within 72 hours of read timestamp, processed at the AMI headend and available for other systems	R					A

Criteria	{AMI Vendor}	{Meter Vendor}	{Meter Installation Vendor}	{MDMS Vendor}	{Customer Portal Vendor}	{Client}
Verify a 98% success rate or greater of daily register reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R					A
Verify a 95% success rate or greater of all interval reads transmitted from available meters within 24 hours of read timestamp, processed at the AMI headend and available for other systems	R					A
Hold project close-out meeting	R (10%)		R (10%)	R	R	A

Upon meeting the criteria outlined, and after receiving written acceptance from {Client}, the project will close.

#### 2 Meter Installation and Construction Work

#### 2.1 Description

Installation is expected to be performed throughout the duration of the IDA and Full Deployment phases, and individual installations will be accepted prior to payment.

#### 2.2 Acceptance Criteria

{Client} will verify the following:

• {Vendor} has completed the individual meter and/or endpoint installation in a workmanlike manner in accordance with Exhibit X-2 and the SOW, including that the

correct information from the work order is reflected in the AMI headend and utility billing system

- {Vendor} has provided proof of quality assurance check on the work order
- Meter and/or endpoint is properly communicating and delivering correct reads

#### 2.3 Payment

Invoices will be paid under the net payment terms as defined in the governing agreement.

Notwithstanding these terms, {Client} shall retain the right to inspect all or a portion of the work completed by {Vendor} after payment. {Client} shall promptly notify {Vendor} of any incomplete, non-conforming, defective, or otherwise substandard work. {Vendor} will assess and perform any rework of these installations, per applicable warranty terms as defined in the governing agreement.

#### 3 Materials and Supplies

#### 3.1 Description

Materials and supplies are expected to be provided throughout the duration of the IDA and Full Deployment phases, and individual items will be accepted prior to payment. Invoices will be issued along with each shipment of materials.

#### 3.2 Acceptance Criteria

{Client} will verify the following:

- Materials and supplies provided or installed conform to those items identified in the fee structure and are generally free of defects in manufacturing and functionality.
- An electronic meter manufacturer file is delivered, if applicable

#### 3.3 Payment

Invoices will be paid under the net payment terms as defined in the governing agreement.

Notwithstanding these terms, the materials and supplies provider will provide any replacements of substandard items, per applicable warranty terms and return merchandise authorization (RMA) process as defined in the governing agreement. If the substandard item is deemed to be in good working order, the original item will be returned to {Client}.

#### 3.4 Risk Management

If, for any given installation route (where adequate network connectivity has been achieved), more than 1% of installations must be revisited or are otherwise not working as reasonably expected (whether by metrology or communication with the network) as a suspected result of material-, supply-, or network-related defect and confirmed by {Vendor} after the materials have been returned and tested pursuant to the prescribed RMA process (if applicable), Client may opt to pause shipments of outstanding materials and equipment, and this pause shall not constitute a delay on the part of {Client}. Notwithstanding, this pause will not absolve {Client} responsibility

to pay any outstanding invoices for materials that have already been shipped. If a pause occurs, {Vendor} providing materials will perform a risk assessment and mitigation process, whereby {Vendor} will conduct a root cause investigation to determine the cause and potential extent of these defects. Activities may include meetings or working sessions with {Client} or other project staff, network tuning, or audit of inventoried materials and supplies. Based on the results of these activities, {Vendor} will propose a mitigation strategy to minimize revisit of future installation sites and/or to correct materials and/or network, or will provide other commercially reasonable resolution.

# Exhibit X-1 Acceptance Certificate

Project Phase / Invoice # / Other
{Client}, under the {Master Project Agreement} with {Vendor}, hereby certifies:
This Acceptance Certificate is a Project <b>Planning / DBT and IDA / Full Deployment</b> (circle one) Acceptance Certificate.
1. The Project Materials and Supplies inclusive of this phase have been delivered to {Client}.
2. {Client} has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and is in all respects satisfactory to the undersigned and complies with the terms of Exhibit X, subject to the warranty provided. {Client} does not waive any other rights to which it would otherwise be entitled under Exhibit X.
<ol> <li>{Client} has examined all Services and/or Work performed by {Vendor} and covered by the related invoices or draw requests and finds such Services and/or Work were performed in a professional or workmanlike manner and in accordance with all applicable requirements in <a href="Exhibit X-2">Exhibit X-2</a>.</li> </ol>
4. The following is a list of items left to be completed, deferred for DBT and IDA / Full Deployment (circle one):
Insert Punch List, if any
Agreed to and Accepted as of, 20 by:
"{CLIENT}"
By:
Printed Name:
Printed Title

### **Exhibit X-2**

### Requirements

This exhibit provides requirements and responses from each party regarding the system design and services. These requirements will serve as the basis for requirements traceability and developing Client's System Acceptance Testing ("SAT") and User Acceptance Testing ("UAT"). Notwithstanding, the requirements herein may be reasonably changed or modified by the parties and without formal Change Order unless such change contains a material impact to the project cost or timelines. For avoidance of doubt, the final documentation prepared for Client SAT and UAT, including but not limited to any changes as discovered and documented during the Planning or DBT phases of the Project, shall prevail.

1	AM	ΙV	en	d	O	r

**PLACEHOLDER** 

2 Meter Vendor

**PLACEHOLDER** 

3 Meter Installation Vendor

**PLACEHOLDER** 

4 MDMS Vendor

**PLACEHOLDER** 

5 Customer Engagement Portal Vendor

**PLACEHOLDER** 

#### Attachments 01 & 02 Requirements Workbook & Cost Proposal Workbook

Please download the Requirements Workbook and Cost Proposal Workbook via the Collaboration Portal.

https://contracts.rockvillemd.gov/gateway/Default.aspx

## Attachment 03 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Co	onfidentiality and Non-Disclosure Agreement ("Agreement") is made this day of
	2025, by and between The City of Rockville ("City") and
	("Contractor") (collectively, the "Parties").
WHEREAS, C	ity is providing to Contractor certain Personal Information of the City's customers to
	or in the performance of its duties and obligations pursuant to this Agreement for the mitting a proposal in response to the Advanced Metering Infrastructure RFP;
	<b>EFORE</b> , in consideration of the Contractor being provided with the Personal Information the parties agree as follows:
1.	Purpose of Disclosure. The disclosure of Personal Information by the City to Contractor
is made for the	purpose of:
<u> </u>	Preliminary propagation study and AMI network design.

- 2. <u>Personal Information</u>. "Personal Information" shall mean any information City discloses to Contractor that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information ("Personal Information").
  - 3. Contractor Obligations. Contractor agrees that it will:
- (i) Use commercially reasonable efforts to safeguard the Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Information;
- (ii) Hold the Information in strict confidence and disclose the Information only to those officers, directors, or employees of Contractor who need to know such Information in order to carry out the Purpose of the Disclosure, and shall inform and direct those individuals that the Personal Information is confidential and that they are required to treat the Information confidentially in accordance with the terms of this Agreement;
- (iii) In the event the employment or appointment of any such person is terminated, Contractor agrees to use its best efforts to recover any Information in such person's custody or control;
- (iv) Not copy or reproduce any of the Information, except as necessary to carry out the Purpose of the Disclosure;

- (v) Not use any of the Information other than for the Purpose of the Disclosure, and then only in strict compliance with the provisions hereof;
- (vi) Not directly or indirectly, either during or subsequent to the term of this Agreement, disclose the Information to any third party;
- (viii) Promptly notify City in writing of any unauthorized use or disclosure of the Information; such notice shall include a detailed description of the circumstances of the disclosure and the parties involved;
- (ix) In the event that Contractor is requested in any proceeding to disclose any of the Information, Contractor shall provide City with prompt notice of such request so that City may seek a protective order or other appropriate remedy. In the event that such a protective order or other protective remedy is not obtained, the Contractor shall furnish only that portion of the information which is legally required, in the opinion of Contractor's counsel, to be disclosed.
- (x) Refrain from engaging in any photography or taking of video of City customers or their property that is not directly related to the scope of Contractor's work for the City.
- 4. <u>Term.</u> Contractor's obligations hereunder shall commence upon the date first written above and shall continue for a period of five (5) years. Promptly upon termination or City's request, Contractor shall return or certify the destruction of all Personal Information and shall not retain any copies thereof.
- 5. <u>Indemnification and Other Relief.</u> Contractor agrees to indemnify and hold City harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys, expert witnesses, and court costs) which result from a breach or threatened breach of this Agreement by Contractor. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by Contractor and that City shall be entitled to specific performance as a remedy for any such breach, without the necessity of posting bond or any other security. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or equity to City.

#### 6. General.

- (i) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland;
- (ii) The prevailing party, as determined by the court, in any action between the parties rising from this Agreement shall be entitled to recover, in addition to any other relief awarded, its costs and expenses incurred in any such proceeding, including, without limitation, its reasonable fees for attorneys, expert witnesses and court costs;
- (iii) Should any provision of this Agreement be determined to be void, invalid, or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof which shall remain in full force and effect;
- (v) No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties;

- (vi) Contractor's rights under this Agreement cannot be assigned to any third party without City's prior written consent and any attempted or purported assignment of this Agreement without City's consent shall be void;
- (vii) This Agreement constitutes the entire agreement and understanding between the parties with respect to the Personal Information listed above, and supersedes all prior and contemporaneous negotiations, discussions, and understandings of the parties, whether written or oral.

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

## Attachment 04

AFFID	OAVIT
I hereby affirm that:	
	thorized representative of the firm of
and that I possess the legal authority to make this affidavit on behalf	of myself and the firm for which I am acting.
i turther attirm:	
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.	of the State Finance and Procurement Article of the Annotated Coc of Maryland, will provide, directly or indirectly, supplies, service architectural services, construction related services, leases of reproperty, or construction.  I acknowledge that this Affidavit is to be furnished to the Mayon and Council of Rockville and, where appropriate, to the State Boar of Public Works and to the Attorney General. I acknowledge that am executing this Affidavit in compliance with the provisions of Tit 16 of the State Finance and Procurement Article of the Annotate Code of Maryland which provides that persons who have engaged is certain prohibited activity may be disqualified, either by operation 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, partner owners, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, conniver 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 biddin in connection with Contract, or has in any manner, directly indirectly, sought by agreement or collusion or communication conference with any other bidder, firm or person to fix the price of prices in the attached bid or of any other bidder, or to fix an overhead, profit or cost element of the bid price or the bid price or the bid price or unlawful agreement any advantage against the Mayon and Council of Rockville, Maryland (Local Public Agency) or an and council of Rockville, Mar
position with the firm, and the sentence or disposition, if any].  3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16  I do solemnly declare and affirm under the penalties of perjury that the solution of the penalties of perjury that the penalties of perjury that the penalties of perjury that the penalties of the penaltie	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.  he contents of these affidavits are true and correct.
	ate

RETURN THIS FORM WITH PROPOSAL

NAME OF OFFEROR/PROPOSER\_\_\_\_\_

## Attachment 05 RESPONDENT'S QUESTIONNAIRE

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

**Company Profile** 

1.	Number of Years in Business:		
2.	Type of Operation: Individual Partnership Corporation Government		
	Number of Employees:(company wide) Number of Employees:(servicing location)		
	Annual Sales Volume:(company wide) Annual Sales Volume:(servicing location)		
3.	State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.		
4.	Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.		
5.	Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.		
NAME OF BI	DDER		
RETURN THIS FORM WITH PROPOSAL			

## Attachment 06 Execution of Offer Form

#### **EXECUTION**

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

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

			nny certified as a Minor no I choose not	
<u>IF AN INDIVII</u>	DUAL:			
NAME:				
		Street and/or P.O. Bo	x	
	City	State	Zip Code	Fed ID or SSN
			(SEAL)	
	Signature		, ,	Date
	Print Signat	ure		
WITNESS:_				
		Signature		
		Print Signatur	re	

#### **IF A PARTNERSHIP:**

NAME OF	F PARTNERSHIP:			
	Street an	d/or P.O. Box		
	City	State	Zip Code	Fed ID or SSN
BY:	G. 4		(SEAL)	D /
	Signature			Date
	Print Signature			
TITLE:		WITNESS:		
			Signature	
		_	Print Signa	ature
A CORPOI	RATION:			
NAME OF	F CORPORATION:			
1,121,12				
	Street an	d/or P.O. Box		
	City	State	Zip Code	Fed ID or SSN
STATE O	F INCORPORATIO	N:		
BY:			(SEAL)	
	Signature			Date
	Print Signature			
TITLE:		WITNESS:		
			Secretary's	s Signature
MITTANO	CE ADDRESS (if di	fferent than above)	Print Signa	ature
	Street an	d/or P.O. Box		
tv			State Zi	p 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:	
TELEPHONE:	-
EMAIL:	
PAYMENT REMITTANCE ADDRESS	
NAME OF OFFEROR/PROPOSER	
RETURN THIS FORM WITH PROPOSAL	

**CONTACT FOR ADMINISTRATION**