



City of Rockville  
Rockville, Maryland

## REQUEST FOR PROPOSAL # 01-26

### SAFE STREETS AND ROADS FOR ALL VISION ZERO INTERSECTION SAFETY AUDITS

**Proposals Due by 2:00 P.M. (EST) September 5, 2025**

ISSUED BY:

Leela R Fireside

Procurement Division

City of Rockville, City Hall

111 Maryland Avenue

Rockville, Maryland 20850

Phone: (240) 314-8434

Fax: (240) 314-8439

**DATE ISSUED: August 5, 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 and encourage opportunities for minority, female, disabled, or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov) or 240-314-8430.**

**Federal law requires the following:** "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."



**Statement of "No Proposal Submittal"**

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

I/WE HAVE DECLINED TO PROPOSE TO: #01-26, titled **SAFE STREETS AND ROADS FOR ALL VISION ZERO INTERSECTION SAFETY AUDITS** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

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

REMARKS:

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 01-26**

**PROJECT TITLE**

**SAFE STREETS AND ROADS FOR ALL VISION ZERO INTERSECTION SAFETY AUDITS**

**RECEIPT AND HANDLING OF PROPOSALS**

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **2:00pm EST September 5, 2025**. 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 located at Rockville City Hall.

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

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

The City will also post this Request for Proposals on the state database, eMMA. However, only proposals submitted via the City's portal will be considered.

**REQUEST FOR PROPOSALS (RFP) DOCUMENTS**

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

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

**SUBMITTAL OF QUESTIONS**

Technical and contractual questions pertaining to this RFP may be directed to Leela R. Fireside, Principal Buyer, via the City's Collaboration Portal no later than **August 15, 2025 by 2:00P.M. (EST)**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

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

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

#### **SITE LOCATION**

The sites to be evaluated are listed in Table 1 in this RFP.

#### **PROJECT DESCRIPTION**

As part of a Safe Streets and Road for All project, the City of Rockville (City) seeks to conduct intersection safety audits at 10 city-owned and maintained intersections and 20 state-owned and maintained intersections which have a history injury and/or fatal crashes. This project will provide the City with a comprehensive review of 30 intersections identifying potential safety issues and possible improvements to address those issues.

#### **AWARD**

##### **SINGLE AWARD**

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

Upon receipt of technical proposals, the City shall rate and rank the proposals on the basis of the evaluation factors published in the Request for Proposal and select the offeror whose professional qualifications and proposed services are deemed most meritorious. The City will then review the selected offeror's price proposal, after which, negotiations shall then be conducted, with the offeror. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If price negotiations with the offeror ranked first are not successful, negotiations shall be formally terminated and negotiations conducted with the offeror ranked second most meritorious, and so on, until a contract can be negotiated at a fair and reasonable price.

#### **AGREEMENT**

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

#### **NOTICE TO OFFERORS/PROPOSERS**

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments

and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.” Bidders must supply with their bids their US Treasury Department Employer’s Identification Number as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).

**QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY**

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

**EXPENSES ASSOCIATED WITH RESPONSE**

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

**REJECTION OF PROPOSALS**

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

**DISABILITY INFORMATION**

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

**W-9 FORM REQUIRED**

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

**NO CONTACT POLICY**

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

**CITY OF ROCKVILLE**  
**RFP #01-26**  
**SUBMITTAL CHECKLIST**

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

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

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

**SIGNATURE OF AUTHORIZED SIGNATORY FOR THE PROPOSER** \_\_\_\_\_

**RETURN THIS FORM SIGNED WITH PROPOSAL**



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**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 01-26**

**SAFE STREETS AND ROADS FOR ALL VISION ZERO INTERSECTION SAFETY AUDITS**

**I. PROJECT OVERVIEW**

**A. Intent.**

It is the intent of this solicitation to engage one or more qualified firms to conduct intersection safety audits at 10 city-owned and maintained intersections and 20 state-owned and maintained intersections which have a history of injury and/or fatal crashes. This project will provide the Mayor and Council of Rockville ("Mayor and Council" or "City") with a comprehensive review of 30 intersections identifying potential safety issues and possible improvements to address those issues.

The intent of this project is to identify potential roadway safety improvements that the City or the Maryland Department of Transportation State Highway Administration (MDOT SHA) can implement as well as identify the beneficial safety impacts of those improvements.

This project is funded in part through a United States Department of Transportation (U.S. DOT) Safe Streets and Roads for All grant, awarded in Fiscal Year 2023. The City was awarded a Planning and Demonstration Grant to complete a Supplement Plan through the program and the City will provide a local match. The grant is administered by the U.S. DOT and is Federal Award No. 693JJJ32440499. It is the intent of the City to comply with all applicable Federal funding requirements for this project.

The Federal requirements may be found at to following links:

[General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All \(SS4A\) Grant Program | US Department of Transportation](#)  
[Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program | US Department of Transportation](#)

**B. Background.**

The City of Rockville is the county seat of Montgomery County, Maryland, located along the I-270 corridor approximately 12 miles northwest of Washington, DC.

The City is issuing this Request for Proposals (RFP) for the Safe Streets and Roads for All Vision Zero Intersection Safety Audits project. The City seeks professional traffic engineering and transportation planning services to conduct 30 intersection safety audits in Rockville. The proposer shall be proficient in the services listed in this RFP and shall bring an experienced and expert staff to the contracts as required.



The City's Vision Zero information can be found here: [Vision Zero | Rockville, MD - Official Website](#)

The 30 intersections to be audited include 20 Maryland Department of Transportation State Highway Administration (MDOT SHA) owned-and-maintained intersections and 10 City owned-and-maintained intersections and are listed below. The selected intersections have a demonstrated history of injury and/or fatal crashes.

This project is funded through a United States Department of Transportation (U.S. DOT) Safe Streets and Roads for All grant, awarded in FY 2023 and matching funds from the City. This project must be completed without exceeding the federal award and local match.

The Mayor and Council adopted and approved the Vision Zero Action Plan in 2020 to establish a plan to improve transportation safety in Rockville. The action plan includes 30 Action Items, which are specific tasks to help address transportation safety issues. These Action Items are organized into four categories: Engineering, Education, Enforcement, Policy. The following two engineering action items directly seek to improve intersection and crossing safety.

Action Item 4: Evaluate Crossings and Unsignalized Intersections  
Action Item 6: Improve Traffic Signals

DPW developed an intersection safety audit program to annually develop several intersections each year and then carry proposed improvements in subsequent fiscal years. Intersections for audit are identified by injury and fatal crash history. The City has completed safety audits and implemented improvements for 10 City owned-and-maintained intersections.

This project will augment the City's existing efforts to evaluate and improve intersection safety and help achieve the Vision Zero goals.

As a Safe Streets and Roads for All grant-funded project, the intersection audits and proposed improvements shall follow the U.S. DOT's National Roadway Safety Strategy and the Safe Systems Approach. Similar to Vision Zero, the Safe System Approach considers death and serious injury as unacceptable outcomes and follows five objectives: Safer People, Safer Roads, Safer Vehicles, Safer Speeds, and Post-Crash Care. This approach also recognizes that humans make mistakes and are vulnerable. As such, the transportation network should be designed and operated in a manner that can accommodate mistakes and physical human vulnerability. This results in a proactive method in which everyone – local government, state agencies, and the public – share in responsibility and strengthen the transportation system through redundancy. More information on the U.S. DOT National Roadway Safety Strategy and the Safe Systems Approach is available online ([National Roadway Safety Strategy | US Department of Transportation](#) ).

This project shall follow the Safe Systems Approach to accomplish the following objectives for each intersection.

1. Evaluate the intersection to identify demonstrated and potential safety issues for all modes of transportation: motor vehicle, pedestrian, bicycle, transit, and micromobility.
2. Develop improvements for each intersection to address all safety issues.
3. Calculate the cost estimate for each improvement proposed and assess the expected safety impact of each improvement.
4. Prepare an improvements matrix to identify specifically what types of improvements can address what types of safety issues, as well as thresholds for their implementation.
5. Share findings and recommendations.

The final deliverables of this project are expected to be used by DPW and MDOT SHA to guide the funding and implementation of the proposed improvements across the City. This includes prioritizing intersections and improvements for each intersection, preparing grant and other external funding applications for implementation, allocating funds in the city's capital improvement budget, and implementing improvements as capacity and budget permit.

Additionally, the improvements chart and proposed improvements will serve as a guide for future intersection safety audits and recommendations of improvements for DPW and MDOT SHA.

#### **C. Term of the Agreement.**

The awarded firm shall schedule and facilitate a project kick-off meeting within 10 days of the completed purchase order and the Phase 1 notice to proceed. The City will issue a notice to proceed for the Phase 2 intersections after the first ten intersection audit and improvement reports are submitted. All work for this project shall be completed no later than December 8, 2025.

#### **D. Minimum Requirements.**

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

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

#### **Individuals on the assigned project team by the contractor shall have the following Certifications:**

Professional Engineer (PE) in good standing for engineering activities.

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

Substitutions must have the same qualifications-based technical licensing and be approved by the City.

The contractor shall, at their own cost, provide industry-standard software applications and platforms to perform all services required in this RFP. These applications and

platforms may need to be compatible with City systems and may include, but are not limited to, the following functions:

- a. Microsoft Office Suite;
- b. Adobe Suite;
- c. Bluebeam Construction Software;

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

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

The contractor shall not enter onto private property for any purpose until authorized by the City. The contractor must notify the City immediately if damage occurs to property and shall be responsible for any such damage. The contractor may also be authorized to subcontract for specialties with prior approval of SHA as direct expenses that shall be discussed during the price proposal negotiations for selected awardees. Examples may include field surveys, tree identification, etc.

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

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

The City Department of Public Works (DPW) will provide the contractor with existing traffic signal plans, general guidance and liaison services to other city, county, or state agencies. DPW will assist the contractor by providing guidance and background material. This is not an all-inclusive list. The City may provide additional services/materials as appropriate.

The contractor shall supply all required personal protective equipment and safety items necessary to perform the scope of work. All equipment must comply with MDOT SHA's High Visibility Apparel Policy, SHA's Office of Construction's Directive on Personal Protective Equipment (PPE), and all OSHA and MOSH regulations.

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

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

- 1) MDOT “General Conditions for Consulting Services” dated January 1989;
- 2) SHA “Specifications for Consulting Engineers’ Services” dated April, 1986;
- 3) SHA “Request for Proposal” dated April, 2002;
- 4) SHA Transportation Alternatives Program Manual
- 5) SHA Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds
- 6) Maryland Department of Transportation, State Highway Administration, “Standard Specifications for Construction and Materials”, latest edition. MDSHA Book of Standards for Highway and Incidental Structures.
- 7) Montgomery County Department of Transportation, “Montgomery County Road Construction Code and Standard Specifications.”
- 8) Montgomery County, “Complete Streets Design Guide.”
- 9) Montgomery County Storm Drain Design Criteria.
- 10) Standard Specifications of WSSC dated July 2021, or latest edition.
- 11) Montgomery County Department of Transportation, “Design Standards.”
- 12) Maryland Department of the Environment “2011 Standards and Specifications Soil Erosion and Sediment Control.”
- 13) The State of Maryland Department of Transportation, “Manual on Uniform Traffic Control Devices.”
- 14) American Association of State Highway and Transportation Officials, “AASHTO Design Guidelines”, latest edition
- 15) American Association of State Highway and Transportation Officials, “Guide for the Development of Bicycle Facilities,” latest edition.
- 17) Rockville City Code.

### **Respondent’s Project Manager Qualifications**

A project manager should have a minimum of five years of experience managing similar transportation projects and be a licensed Professional Engineer in good standing.

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

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

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

### INTERSECTION INFORMATION

The thirty intersections selected for the Vision Zero intersection safety audit are listed in Table 1, SS4A Vision Zero Safety Audit Intersections.

Table 1: Safe Streets and Roads for All Vision Zero Intersection Safety Audit Intersections

#	Phase	City of Rockville or MDOT SHA ownership	Street	Cross-Street	Injury + Fatal Crashes (2017 – 2021)
1	1	City of Rockville	Wootton Pkwy	Pasture Brook Way	1
2	1	City of Rockville	Wootton Pkwy	W Edmonston Dr (north)	6
3	1	City of Rockville	King Farm Blvd	Grand Champion Dr	4
4	1	City of Rockville	Redland Blvd	Pleasant Dr	3
5	1	City of Rockville	Redland Blvd	Thompson Dairy Way	3
6	1	City of Rockville	Gaither Rd	Piccard Dr	4
7	1	City of Rockville	E Jefferson St	Congressional Ln	6
8	1	City of Rockville	Halpine Rd	Shopping Center Entrance	7
9	1	City of Rockville	Baltimore Rd	S Stonestreet Ave	4
10	1	City of Rockville	Woodland Dr	Park Rd	4
11	1	MDOT SHA	Rockville Pike (MD 355)	Edmonston Dr	18
12	1	MDOT SHA	Hungerford Dr (MD 355)	N Washington St	18
13	1	MDOT SHA	Frederick Rd (MD 355)	Watkins Pond Blvd	17
14	1	MDOT SHA	Hungerford Dr (MD 355)	Mannakee St	17
15	1	MDOT SHA	Viers Mill Rd (Md 586)	Broadwood Dr	16
16	1	MDOT SHA	Rockville Pike (MD 355)	First St/Wootton Pkwy	15

17	1	MDOT SHA	Rockville Pike (MD 355)	Templeton Pl	15
18	1	MDOT SHA	Norbeck Rd (MD 28)	Avery Rd	13
19	1	MDOT SHA	First St (MD 28)	Grandin Ave	2
20	1	MDOT SHA	Rockville Pike (MD 355)	Congressional Ln	13
21	2	MDOT SHA	Rockville Pike (MD 355)	Veirs Mill Rd (MD 28)	13
22	2	MDOT SHA	First St (MD 28)	Baltimore Rd	13
23	2	MDOT SHA	Rockville Pike (MD 355)	Richard Montgomery St	12
24	2	MDOT SHA	Frederick Rd (MD 355)	Ridgemont Ave	12
25	2	MDOT SHA	Hungerford Dr (MD 355)	Beall Ave	12
26	2	MDOT SHA	Rockville Pike (MD 355)	Talbott St	12
27	2	MDOT SHA	W Montgomery Ave (MD 28)	Hurley Ave	11
28	2	MDOT SHA	Hungerford Dr (MD 355)	Frederick Avenue	9
29	2	MDOT SHA	Viers Mill Rd (MD 586)	Woodburn Rd	7
30	2	MDOT SHA	Rockville Pike (MD 355)	Mt Vernon Pl	7

The above intersections include both signalized and non-signalized intersections. Additionally, injury and/or fatal crashes have occurred at these intersections within the past five years.

The list above is the expected order in which the intersections will be evaluated. Phase 1 includes the ten City-owned and maintained intersections as well as the 10 state-owned and maintained intersections with the most frequent crashes. Phase 2 includes the remaining 10 state-owned and maintained intersections.

Please note: Intersection # 19 has had fewer injury or fatal crashes but is included in Phase 1. This intersection has had repeated requests for review by residents and community groups.

The City will collect the three-year crash report data from MDOT SHA.

#### E. Projected Project Timeline.

Table 2: Projected Procurement Timeline

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
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RFP Issued	August 5, 2025
Offeror's technical questions due	August 15, 2025
Proposals due to the City	September 5, 2025
Contractor discussions/negotiations	September 2025
Contract Award by Mayor and Council	September 2025
Notice to Proceed	September 2025

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

**F. Procurement Contact.**

The sole point of contact at the City for purposes of this RFP, prior to award of any contract, is **Leela R. Fireside**

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

**II. SCOPE OF WORK AND PROJECT SCHEDULE**

**A. Scope of Work**

The contractor shall perform the following tasks which should be incorporated into the submitted proposal as base services:

For each of the selected intersections, the following tasks shall be completed.

**1. Intersection Safety Audits**

**a. The contractor shall:**

- i. Conduct a field visit for each intersection during the peak traffic period and assess the existing conditions of intersections;
- ii. Collect volume and turning movement counts for motor vehicles, bicyclists, and pedestrians or use previously collected counts, if they are less than one year old, or a reasonable growth adjustment rate can be used for counts between one and four years old;
- iii. Evaluate the latest 3-year crash data from the Maryland Department of Transportation State Highway Administration for each intersection, and identify crash trends or patterns; and
- iv. For signalized intersections, evaluate the existing signal timing as well as existing criteria for establishing leading pedestrian intervals, pedestrian recall, turning restrictions, and other traffic signal measures.

**b. The contractor shall prepare a summary of findings for each intersection. This will be considered the existing conditions report and will be shared with the public.**

**2. Proposed Improvements**

**a. For each intersection, the contractor shall:**

- i. Prepare a list of low-cost improvements that can be implemented by the City or MDOT SHA in the near-term. These improvements should be considered “quick-build” solutions that can be implemented in the near term and then replaced in the long-term when funds are available;

- ii. For each intersection, prepare a list of medium or long-term improvements that can be implemented by the City or MDOT SHA. These improvements are not restricted by cost or length of time needed to be implemented; and
    - iii. For signalized intersections, prepare a list of signal timing or phasing improvements to provide leading pedestrian intervals, pedestrian recall, alternative signal phasing, turning restrictions, or other improvements to ensure better and safer crossing for all roadway users.
  - b. All “quick-build” improvements shall be depicted in a concept design for each intersection.
  - c. All medium or long-term improvements shall be depicted in a concept design for each intersection.
  - d. For unsignalized intersections, the contractor shall identify improvements that will enhance safety for all roadway users and improve the crossing environment for vulnerable roadway users.
  - e. All recommended improvements must meet MD Manual on Uniform Traffic Control Devices (MUTCD) guidelines.
  - f. For all improvements for all intersections, the contractor shall prepare a cost estimate for the improvement’s implementation, including obtaining supplies/materials and their installation, using standard unit costs from MDOT SHA.
3. Intersection Audit and Improvement Report
- a. The contractor shall prepare a report that summarizes the data analyzed during the safety audit and recommends the most effective improvements for each intersection.
  - b. The report shall be submitted electronically to the City at least one week prior to the scheduled completion date (please see Table 3 below).
  - c. The reports will be reviewed by DPW and shared with MDOT SHA staff. The City will provide comments on city-owned and maintained intersections within two days of receiving the draft. The contractor shall respond to and incorporate comments from the City into a finalized project report.
  - d. All data collected shall be included in an appendix.
  - e. The finalized report shall be submitted electronically.
  - f. The City will share project findings with the public.

In addition to the Intersection Audit and Improvements Report, the following tasks shall be completed.

4. Improvements Matrix
- a. The contractor shall prepare an improvement matrix for use by City staff and MDOT SHA staff that indicates for each improvement type:
    - i. Safety concern addressed by improvement;
    - ii. Recommended roadway classifications for improvement;
    - iii. Traffic volume and speed considerations for each improvement;
    - iv. Additional criteria for improvement;
    - v. Safety impact of the improvement;
    - vi. The improvement’s consistency with federal guidelines;
    - vii. The improvement’s consistency with state and local guidelines; and
    - viii. Illustration of the improvement
  - b. The contractor shall submit a draft matrix to City staff for review and comments at any time during Phase 2 of the project, but no later than at one week before the



scheduled completion date (see Table 3 below). The City shall provide comments on the matrix within two business days of receiving the draft matrix.

- c. The contractor shall respond to and incorporate comments from City staff and submit a finalized improvements criteria matrix.
- d. All data and research conducted shall be included in an appendix.

5. Meetings and Project Coordination

- a. The contractor shall facilitate a project kick-off meeting with the City, MDOT SHA, and MCDOT within ten days of receipt of the purchase order.
- b. The contractor shall facilitate a monthly, or more frequently as needed, project status meeting to discuss ongoing work and progress.
- c. The contractor must submit monthly progress reports including a detailed account of work performed that is being billed, outstanding issues, summary of additional work requests, percent completed, any anticipated delays, etc. This report must be submitted with the monthly invoice.
- d. The contractor shall ensure that the project remains on schedule and notify the City of any obstacles or changes that may impact the schedule.

Note: It is the contractor's responsibility to identify and include any additional items in the submitted Proposal necessary to complete the work anticipated by this RFP. The City recommends the proposers visit the sites prior to submitting their proposal to identify any items beyond those listed in this RFP. Added tasks must be clearly identified in the proposal.

6. Deliverables

The contractor shall provide the following milestone submittals.

**Phase 1**

- a. Submittal One – Intersections Audits and Improvements report for Intersections # 1-10
- b. Submittal Two – Intersections Audits and Improvements report for Intersections # 11-20

**Phase 2**

- a. Submittal Three – Intersections Audits and Improvements report for Intersections #21-30
- b. Submittal Four – Improvement matrix

B. Project Schedule

The contractor shall allocate the necessary resources to achieve and maintain the schedule below. The project Kick-off Meeting shall be scheduled by the contractor within 10 days following receipt of a purchase order and notice to proceed.

The contractor shall conduct the audits and prepare the recommended improvements for the intersections in three groups of 10. The audits and improvements should be completed for the intersections in the order listed in Table 1, above.

The City shall issue a notice to proceed for the audit, analysis, and improvement recommendations for the Phase 2 intersections (#21-30) and the Improvements Matrix. The contractor should not initiate evaluation of phase 2 intersections or prepare the matrix before the notice to proceed is issued.

Table 3: Anticipated Project Schedule

Phase	Activity	Anticipated Completion Date
-	Contract Award/Issue Purchase Order	September 2025
1	Project Kick-off Meeting	End of September 2025
1A	Submittal #1 - Intersection Audits and Improvements Report for intersections #1-10	November 7, 2025
1B	Submittal #2 - Intersection Audits and Improvements Report for intersections #11-20	November 14, 2025
2	Notice to Proceed by City for Phase 2	November 14, 2025
2A	Submittal #3 - Intersection Audits and Improvements Report for intersections # 21-30	December 8, 2025
2B	Submittal #4 - Improvement Matrix	December 8, 2025

### III. INSTRUCTIONS FOR PROPOSAL PREPARATION AND DELIVERY

#### A. Proposal Format.

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

#### 1. Firm Information – (No Assigned Points).

##### a. **Table of Contents.**

**b. Letter of Transmittal.** Provide a letter of transmittal, no longer than two pages, signed by an authorized representative of the proposer. The letter shall also include a statement that the firm, if awarded the contract, shall executed the City of Rockville's contract and adhere to the City's insurance requirements.

**c. Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that you firm has been involved in within the last five years. The list shall include each project name and nature of litigation.

**d. Financial Information.** Provide an official letter from the offeror's financial institution detailing the financial status of the offeror. The letter shall include contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer. The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

#### 2. Firm Qualifications and Experience - (20 Points)

- a. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, Professional Engineering licensure information (PE) and resumes) and specify which services the individuals will provide to the City. Identify professional skills and technical capacities that will contribute to completing this project. Experience with City of Rockville and Maryland Department of Transportation is preferred but not required.
- b. **Subcontractors.** Proposers must list sub-contractors that shall be used to accomplish the scope of services. If no sub-contractors are going to be used then please state this in this section. Identify professional skills and technical capacities of subcontractors that will contribute to completing this project.

**This section shall be no longer than four pages.**

**3. Similar Projects and References – (15 Points).**

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of three references of **similar size projects** in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last three years or currently underway by the proposer's firm, as follows:

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

Describe any significant or unique awards received or accomplishments made in previous, similar projects with a focus on Federal grant funded projects preferred.

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

**This section shall be no longer than three pages.**

**4. Project Approach – (25 Points).**

- a. State your firm's technical approach to the project and the interpretation of the scope of services required.
- b. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
- c. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and key personnel committed to accomplish the task.
- d. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

**This section shall be no longer than four pages.**

**5. Project Scheduling– (20 Points).**

- a. State your firm’s ability to complete the project in the designated amount of time.
- b. Provide an implementation schedule for proposed services including any management and planning strategies.
- c. Identify opportunities to increase efficiency or to save time without detrimentally impacting the project deliverables.

**This section shall be no longer than two pages.**

**6. Technical Questions – (20 Points).**

Proposers shall provide responses to the following technical questions. **Responses are limited to one page per question.**

- a) What criteria should be considered when proposing intersection safety improvements for different travel modes? How are those criteria prioritized?
- b) What steps can the consultant take when designing safety improvements to ensure the proposed improvements will be acceptable to the City of Rockville and the Maryland Department of Transportation State Highway Administration?
- c) What ongoing projects, existing policies, and current practices should the Consultant consider when evaluating intersections and proposing improvements in Rockville?

**7. Required Forms. - (No Points Assigned)**

Proposers shall include the following documents:

- a. Affidavit Form (Attachment B)
- b. W-9 Form: Proposers that have not done business with the City must submit a W-9 with their proposal.

**B. Delivery Requirements.**

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

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

Two separate electronic submittals shall be included to provide **one original version and one redacted version of your proposal:**

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

**Proposals shall be named in this manner: RFP No. 01-26\_Safe Streets  
And RFP No. 01-26\_Safe Streets – REDACTED.**

**IV. EVALUATION CRITERIA AND SELECTION PROCESS**

**A. Written Proposal Evaluation.**

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

<b>Evaluation Criteria</b>		
<b>Tab Assignment</b>	<b>Category</b>	<b>Maximum Points</b>
<b>A</b>	Firm's Qualifications and Experience	20
<b>B</b>	Similar Projects/References	15
<b>C</b>	Project Approach	25
<b>D</b>	Project Schedule	20
<b>E</b>	Technical Questions	20
<b>MAXIMUM TOTAL POINTS</b>		<b>100</b>

**B. Determining Responsibility.**

In conjunction with the weighted criteria being used to determine the capability of the proposal, the City may consider the 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.**

To the extent applicable to this project, the procurement methods and procedures follow 23 CFR 172 and the Brooks Act, which require open competition by advertising, evaluation, ranking, selecting and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured and at a fair and reasonable price.

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.**

To the extent applicable to this project, the City will follow the Federal requirements for negotiation of this contract.

Competitive Negotiation [Qualifications-based selection (QBS)] – 23 CFR 172.7(a)(1), requires open competition by advertising, evaluation, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price.

[https://www.fhwa.dot.gov/federal-](https://www.fhwa.dot.gov/federal-aidessentials/companionresources/14conservices.pdf)

[aidessentials/companionresources/14conservices.pdf](https://www.fhwa.dot.gov/federal-aidessentials/companionresources/14conservices.pdf)

Consultant Services - Design - Federal Highway Administration (dot.gov)

The process for negotiation of the contract shall comply with the requirements codified in 40 U.S.C. 1104(b) for the order of negotiation.

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

If the City is unable to negotiate a satisfactory contract with the firm, the City shall formally terminate negotiations and then undertake negotiations with the next most qualified firm, continuing the process until an agreement is reached. If the agency head is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

**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.

**(ATTACHMENT A)**

**CITY OF ROCKVILLE  
EXECUTION OF OFFER FORM**

**RFP # 01-26**

**SAFE STREETS AND ROADS FOR ALL VISION ZERO INTERSECTION SAFETY AUDITS**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL.

**EXCEPTIONS**

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

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

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

**ADDENDA**

The Consultant shall sign this Acknowledgment of Addenda or their proposal will not be considered:

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

**EXECUTION**

**THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED (ELECTRONIC SIGNATURE IS ACCEPTABLE) IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT THE OFFEROR WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDA, 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.

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

**IF AN INDIVIDUAL:**

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

Street and/or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fed ID or SSN \_\_\_\_\_

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

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

**IF A PARTNERSHIP:**

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

Street and/or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fed ID or SSN \_\_\_\_\_

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

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

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

**IF A CORPORATION:**

NAME OF CORPORATION: \_\_\_\_\_

Street and/or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

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

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

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

**REMITTANCE ADDRESS (if different than above)**

Street and/or P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

**CONTACT FOR ADMINISTRATION**

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

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PAYMENT REMITTANCE ADDRESS**

**ATTACHMENT A MUST BE SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OR  
THE CITY WILL REJECT THE PROPOSAL AS NON-RESPONSIVE.**

\_\_\_\_\_

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

**I hereby affirm that:**

**I am the \_\_\_\_\_ and the duly authorized representative of the firm of**

**whose address is \_\_\_\_\_**

**and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.**

**I further affirm:**

**AFFIDAVIT OF QUALIFICATION TO  
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. \_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

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

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

**NON—COLLUSION AFFIDAVIT**

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

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

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

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

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

**Signature and Title \_\_\_\_\_ Date \_\_\_\_\_**

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

**RETURN THIS FORM WITH PROPOSAL**

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



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

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the offeror's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **SEVERABILITY** If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
3. **PREPARATION** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the RFP Number, Offeror's Name and the Proposal Due Date.

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

4. **LATE BIDS/PROPOSALS** It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.
5. **PROPOSAL AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
6. **ADDENDA** 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. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

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

8. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
9. **BID/PROPOSAL WITHDRAWAL** Proposals may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified.
10. **MISTAKES** Bidders/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. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to

state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. **PUBLICITY** Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.
14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION** Multiple proposals uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that 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 15 days from the award.
16. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
17. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.

18. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services.

- 19. PAYMENT TO SUBCONTRACTOR** Within seven (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. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or Subcontractor is placed on the City.
- 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. INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Procurement Division. The submission of a bid/proposal shall be prima facie evidence that bidder/proposer thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
- 23. DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- 24. DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.
- All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.
- 25. TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked 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. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

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

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

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

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

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

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

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

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



- 31. RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four (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. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
- 33. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of 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. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

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

42. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

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

43. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly

or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

44. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
45. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

46. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
47. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit, or refer for a fee for employment under the contract an individual knowing the individual is an unauthorized person and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("**the Act**"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruit or referral for a fee, of the individual for employment or the discharging of the individual for employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

48. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
49. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
50. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.
51. **NON-DISCLOSURE** Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.
52. **COOPERATIVE PROCUREMENT** The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

**(ATTACHMENT D)****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:

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

**Policy Cancellation**

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of

on-site work activities until a new certificate is furnished.

**Additional Insured**

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

**Subcontractors**

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:

Certificate Holder

*The Mayor and Council of Rockville*

City Hall

111 Maryland Avenue

Rockville, MD. 20850