



City of Rockville
Rockville, Maryland

REQUEST FOR QUOTE RFQ 018 FY23
FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD
DIESEL FUEL #2

Quotes Due by 2:00 P.M., Friday, April 28, 2023

ISSUED BY:
Gina Washington
Senior Buyer
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8431
Fax: (240) 403-9321

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

MFD-V Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female, disabled, or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.



Statement of "No Quote Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of quotes to the buyer listed in this RFQ by **email only**.

I/WE HAVE DECLINED TO BID ON **RFQ 018 FY23**, titled **FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2** 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 the Request for Quotes.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Are you a Minority, Female, Disabled, 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

FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2

Submittal Checklist and Signature

This page must be completed and submitted with your quote. Failure to submit this page shall deem your quote non-responsive.

_____ Responses shall be submitted or delivered to the City’s Procurement Division no later than the due date and time as shown in this solicitation.

<https://md-rockville.civicplus.com/Bids.aspx>

_____ Did you check the City’s website for any addenda and include a signed copy of each with your response?

_____ Did an authorized company representative sign the bottom portion of this of this page?

_____ Did an authorized representative sign the Affidavit form in attachment B?

_____ Did you complete the reference check form in attachment A?

_____ 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>

PAYMENT TERMS: NET 30 DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: ____% FOR PAYMENT WITHIN ___ DAYS

COMPANY LEGAL NAME: _____

ADDRESS: _____

SUBMITTED BY: _____

SIGN YOUR NAME

DATE

PRINT YOUR NAME

TELEPHONE# _____ FAX # _____

E-MAIL ADDRESS: _____ FEDERAL ID#/OR SS# _____

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

PART I
PROJECT OVERVIEW
FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2

1. SCOPE OF WORK

The City of Rockville is soliciting a quote to Furnish and deliver Ultra Low Sulfur Off Road Diesel Fuel #2 for City of Rockville generators on an as required, as needed basis and on an emergency basis. Fuel to be used for the emergency generators located at the following five (5) City of Rockville locations:

- Water Treatment Plant, Potomac, MD (Street address to follow at time of award.)
- City Hall, 111 Maryland Ave., Rockville, MD
- Main Public Works Building, 14625 Rothgeb Drive, Rockville, MD
- Fallsgrove Pump Station, 1510 West Montgomery Ave., Rockville, MD
- Rockville Police Station, 2 W. Montgomery Ave., Rockville, MD
- Rockville Senior Center, 1150 Carnation Drive, Rockville, MD

PART II
INSTRUCTIONS TO BIDDERS
FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2

1. STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the City and/or third-party participant.

Bid submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2. TERM OF AGREEMENT

The anticipated terms of this contract shall be one (1) year.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

3. QUESTIONS AND INQUIRIES

Questions pertaining to this bid may be submitted via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **4:00 PM/FRIDAY, APRIL 21, 2023**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

4. PROCUREMENT POINT OF CONTACT

Gina Washington, Senior Buyer
240-314-8431
rwashington@rockvillemd.gov

5. TECHNICAL CONTACT

Jason Beale, Facilities Maintenance Specialist
cell: 301-312-3123, office: 240-314-8726
email: jbeale@rockvillemd.gov

6. ADDENDUMS

Addendums, if issued, will be posted at the City's Collaboration Portal listed below:

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

Please note, that it is the bidder'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.

7. SUBMISSION DEADLINE

In order to be eligible for consideration, quotations must be received within the collaboration portal **only** no later than **FRIDAY, APRIL 28, 2023, 2:00 PM EST**.

8. DELIVERY INFORMATION

Quotations shall be submitted in the City's Collaboration Portal at:

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

At a minimum the file name of the pdf document must contain the Request for Quote Number, Bidders Name and Bid Due Date.

Instructions for uploading documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library

9. DURATION OF QUOTATION

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of 60 days following the closing date for receipt of initial bids.

10. BASIS OF AWARD

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder(s) offering the lowest bid price on the total lump sum for **one (1)** year contract term.

Pricing shall remain firm for the initial term of the agreement.

11. OPTION TO RENEW CONTRACT PERIOD

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract

unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include as a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 90 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).

- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

12. REFERENCES

Bidders shall have a minimum of five (5) years for whom the bidder has provided similar goods/services of similar size and scope as determined by the City of Rockville. All bidders are required to provide at least three (3) references for similar services provided within the last five (5) years on the City's Reference Form Attachment A and submit with the quote. Failure to provide references with the bid may be cause for determining a bidder non-responsive. Bidders who do not have the required experience may not be considered for award.

13. INSURANCE REQUIREMENTS

The successful contractor shall meet all of the insurance requirements contained within this document. The contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

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 submit to the Procurement Division, 111 Maryland Ave, Rockville, MD. 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

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d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury		CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

A. 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 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.

B. 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.

C. Subcontractors

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

14. TERMS AND CONDITIONS

Any contract entered in connection with this solicitation shall be subject to the General Terms and Conditions of this solicitation except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The City shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The City may find said Contractor in default.

15. ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) 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 economic considerations. Suggested changes and MFD enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.

16. 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.

17. COVID-19 VACCINATION REQUIREMENT

SEE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

**PART III
SPECIFICATIONS**

FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2

1. SCOPE OF WORK

Furnish and deliver Ultra Low Sulfur Off Road Diesel Fuel #2 for City of Rockville generators on an as required, as needed basis and on an emergency basis. Fuel to be used for the emergency generators located at the following five (5) City of Rockville locations:

- Water Treatment Plant, Potomac, MD (Street address to follow at time of award.)
- City Hall, 111 Maryland Ave., Rockville, MD
- Main Public Works Building, 14625 Rothgeb Drive, Rockville, MD
- Fallsgrove Pump Station, 1510 West Montgomery Ave., Rockville, MD
- Rockville Police Station, 2 W. Montgomery Ave., Rockville, MD
- Rockville Senior Center, 1150 Carnation Drive, Rockville, MD

2. DELIVERY LOCATIONS

Deliveries shall be delivered F.O.B. to the following five (5) locations:

Facility	Address	Contact	Phone	Tank Size	Tank Type
City of Rockville Water Treatment Plant	Limited access via single lane gravel road (Street address to follow at time of award) Potomac, MD 20854	Glenn Maggard or James Boone	Office: 240-314-8555	3,000 Gallon	Above Ground
Rockville City Hall	111 Maryland Ave. Rockville, MD 20850	Jason Beale	Direct: 301-312-3123 Office: 240-314-8726	500 Gallon	Above Ground
Main Public Works Building	14625 Rothgeb Dr. Rockville, MD 20850	Jason Beale	Direct: 301-312-3123 Office: 240-314-8726	500 Gallon	Above Ground
Fallsgrove Pump Station	1510 West Montgomery Ave. Rockville, MD 20850	Brian Plymale	Office: 240-314-8574	500 Gallon	Above Ground
Rockville Police Station	2 West Montgomery Avenue Rockville, MD 20850	Jason Beale	Direct: 301-312-3123 Office: 240-314-8726	250 Gallon	Above Ground
Rockville Senior Center (2 tanks)	1150 Carnation Drive Rockville, MD 20850	Jason Beale	Direct: 301-312-3123 Office: 240-314-8726	600 Gallon BELL TANK	Above Ground
				10,000 Gallon	Underground

3. DELIVERY REQUIREMENTS

Deliveries shall be made in vehicles in good condition and operated by Contractor's trained personnel. If a carrier, other than the Contractor, has to be used, the Contractor will notify the Contact Person at the location of delivery of the change.

Normal deliveries can be made between the hours of 7:00 a.m. to 2:00 p.m., Monday thru Friday (except for City holidays)

Emergency deliveries are to be made within (24) hours after placement of the order and shall be delivered at a pre-determined time and interval (i.e. once every 24 hours over a 72-hour period). Number of gallons delivered must be noted on the delivery ticket and a copy provided to the location receiving the fuel on the day of delivery.

4. FUEL REQUIREMENTS

Ultra Low Sulfur Off Road Diesel Fuel #2 must meet all ASTM standards as well as any standards required by the State of Maryland.

Ultra Low Sulfur Off Road Diesel Fuel #2 provided shall be visually free from un-dissolved water, sediment and suspended matter. Fuel must be red in color to meet the Off-Road Diesel Fuel requirements.

5. PRICING

Bidder shall offer a total selling price per gallon of Ultra Low Sulfur Off-Road Diesel Fuel #2 exclusive of all taxes. The total selling price will be comprised of the base purchase price plus the net differential price as defined below:

- Base Purchase Price: Shall be based on the Rack Average category of the OPIS Daily from the Baltimore, MD terminal, posted daily. A copy of the OPIS Daily pricing for October 2014 shall be included with the request for quote response.
- Net Differential Price per gallon: Shall be determined by each bidder and shall include any additional charges that may be imposed in fulfilling the terms of this quote, including but not limited to mark-ups, overhead, profit and freight.

The total selling price will include ALL costs associated with furnishing, delivering and transporting the Ultra Low Sulfur Off Road Diesel Fuel #2 including, but not limited to, all administrative charges, overhead, profit, and incidentals.

6. ESTIMATED QUANTITIES

Estimated annual usage for all five (5) locations is approximately 5,000 gallons. However, usage is directly dependent upon how many power outages affect the locations and the usage can increase significantly if there is extended periods of time with no electricity.

Estimated emergency usage during a power outage 2,000 – 3,200 gallons per day.

Quantities listed on the quote are estimates only. This is not a guaranteed amount. The City reserves the right to add or subtract quantities as deemed necessary without affecting the unit prices.

**PART IV
BID FORM**

FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2

ITEM	ESTIMATED QTY	UNIT	SELLING PRICE/UNIT	TOTAL
FURNISH AND DELIVER ULTRA LOW SULFUR OFF ROAD DIESEL FUEL #2 TO VARIOUS LOCATIONS	5,000	GAL	\$	\$
NET DIFFERENTIAL PRICE PER GALLON:	5,000	GAL	\$	\$
GRAND TOTAL			\$	

GRAND TOTAL IN WORDS:

EXCEPTIONS

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

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

Do you claim an exception to any specification to this bid? _____

RETURN THIS PAGE WITH BID

BIDDER NAME _____

ATTACHMENT A
REFERENCES

The vendor shall be competent and experienced with an established reputation. The vendor shall have provided similar services previously within the last five (5) years. The City may make such investigation, as it deems necessary to determine the ability of the vendor to provide the services and the vendor shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any quote if the evidence submitted by or investigation of such vendor fails to satisfy the City that such vendor is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email: _____

Contract Amount: _____ Name of your project supervisor: _____

Description: _____

2. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email: _____

Contract Amount: _____ Name of your project supervisor: _____

Description: _____

3. Company Name _____

Address: _____

Contact Person: _____ Current phone #: _____

Email: _____

Contract Amount: _____ Name of your project supervisor: _____

Description: _____

COMPLETE AND RETURN WITH BID

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.

Name of Firm _____

Signature and Title _____

Printed Name _____ Date _____



CITY OF ROCKVILLE, MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS
 2/2018

Note: The term bid and quote/quotation may be used interchangeably in these terms and conditions

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder'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 which have well known technical or trade meanings are used in accordance with such meanings.
2. **COVID-19 VACCINATION REQUIREMENT** The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
3. **SUBMISSION OF QUOTE** All quotes are to be submitted to the location indicated on the front page of the Request for Quotation form. Unless otherwise specified, the following forms must be submitted:
 - Bid Form
 - Affidavit (form attached)
 - W-9
 - References, if requested
 - Other forms as requested in the document.

The form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
5. **ADDENDUM** In the event that any addendum to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications 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 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 bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within **sixty (60) days** after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids 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 for bid opening. Requests received after bid opening will not be considered.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids 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 bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

9. **PRICES** Bids must be submitted on a firm, fixed price, and F.O.B. Destination basis only unless otherwise specified herein.

10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.

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11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.
14. **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. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
17. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card – currently MasterCard) executed by the purchasing agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s). Issuance of all purchase orders will be contingent upon appropriation of funds by the Mayor and Council and encumbrance of such funds after July 1 of each year, as provided by the City Code.
18. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
19. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
20. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
21. **PAYMENT** shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
22. **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.
23. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
24. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
25. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City

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may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the purchasing agent and it is the Contractor's responsibility to obtain said authorization.

26. **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. 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.
27. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent 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.
28. **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 law of the State of Maryland.
29. **INDEMNIFICATION OF THE MAYOR AND 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 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 the part of the Contractor, or subcontractors or agents thereof.
30. **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.
31. **TERMINATION FOR CAUSE** 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 made to next low Bidder, or, articles specified 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.
32. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
33. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
34. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services 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 is at the site.
35. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address: <http://www.rockvillemd.gov/documentcenter/view/74>

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36. **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.
37. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
38. **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 subcontracts 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.

39. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits.
40. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

41. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
42. **SUBCONTRACTING** When allowed, bidders 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.
43. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

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44. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

45. **NOTICE TO BIDDERS** Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "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 Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 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.
46. **QUALIFICATION TO CONTRACT WITH PUBLIC BODY** Bidders must be qualified to bid in the State in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery 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