



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL 05-23
Professional Engineering Services
North Stonestreet Avenue Sidewalk Improvements
(Transportation Alternatives Program)

Proposals Due by 2:00 P.M. EST, Tuesday, August 22, 2023

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

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

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 Offerors that the City of Rockville will affirmatively ensure that 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 Request for Proposal and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Consultants interested in submitting a technical proposal must comply with the SPECIAL PROVISIONS AFFIRMATIVE ACTION REQUIREMENTS UTILIZATION OF DISADVANTAGED BUSINESSES ENTERPRISE THE SURFACE TRANSPORTATION AND RELOCATION ASSISTANCE ACT OF 1987 AND ISTEA OF 1991 FOR FEDERAL-AID CONSULTANT AGREEMENTS (See Attachment 6 of the MDOT SHA Request for Proposal located at <https://www.roads.maryland.gov/ohd/RFPAGuidelines.pdf>), TEA 21 of 1998, MAP 21 OF 2012, FAST ACT 2015, AND INFRASTRUCTURE INVESTMENT JOBS ACT 2021. All Offerors shall comply with policies and guidelines established in State of Maryland Federal Disadvantaged Business Enterprise Program Manual, MDOT Office of Minority Business Enterprise, June 2012, Revised March 2015, April 2018, March 2021 (see https://www.mdot.maryland.gov/mbe_docs/DBE_Manual.pdf).

City of Rockville 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.

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 05-23
North Stonestreet Avenue Sidewalk Improvements**

RECEIPT AND HANDLING OF PROPOSALS

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **2:00 P.M. EST, Tuesday, August 22, 2023**. 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.

The RFP documents will be made public via the City's Collaboration Portal and eMarylandMarketplaceAdvantage, however, proposals will only be accepted electronically via the City's Collaboration Portal.

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

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

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

REQUEST FOR PROPOSALS (RFP) DOCUMENTS

The RFP documents are available via the City's Collaboration Portal and via eMarylandMarketplaceAdvantage under BPM038414:

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

<https://emma.maryland.gov/>

PRE-PROPOSAL MEETING

A virtual, telepresence pre-proposal meeting will be held on Tuesday, June 27, 2023, AT 2 P.M. EST. Offerors must register below in order to attend the meeting. This meeting is not mandatory; however, offerors are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-proposal meeting. Offerors shall assume complete responsibility and liability for any and all visits. Egress on private property is discouraged.

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

SUBMITTAL OF QUESTIONS, MODIFICATIONS AND ADDENDUM

Technical and contractual questions pertaining to this RFP may be directed to **TJ Ellison, CPPB, Principal Buyer**, via the [City's Collaboration Portal](#) no later than **Friday, July 28, 2023 BY 2 P.M. EST**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the City's Collaboration Portal listed below and in the eMarylandMarketplaceAdvantage portal under BPM038414:

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](#)

<https://emma.maryland.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

All work sites are located in the City of Rockville, Montgomery County, Maryland.

PROJECT DESCRIPTION

The City of Rockville, in Montgomery County MD, is seeking professional engineering services to design improvements in support of the Stonestreet Avenue Corridor Redevelopment. The project consists of improving pedestrian and bicycle connections to the Rockville Metro Station along Park Road (between North Stonestreet Avenue and South Stonestreet Avenue) and N. Stonestreet Ave (between Park Road and Lincoln Avenue). Improvement will include wider sidewalks and bike lanes, as well as associated traffic signal modifications.

Proposals are being requested from qualified firms with considerable experience in sidewalk design and improvements, development of construction documents, preparation of exhibits/presentations for public outreach activities, management of environmental processes and preparation of environmental documents, development of construction cost estimates/schedules, management of right of way/title search processes, preparation of construction documents specifications/design drawings, participation in development and design of federally funded projects.

It is anticipated that design work will begin November, 2023 and will need to be completed by November 2024. The process may be extended, depending on the public outreach and comments received, along with any applicable Federal and State mandatory review requirements.

Funding for this project is provided primarily by the portion of the federal Transportation Alternative Program (TAP). The MOU "P02108 M-1" signed on April 26, 2021 between THE Maryland State Highway Administration (MDOT SHA) and the CITY OF ROCKVILLE for North Stonestreet Avenue Sidewalk Improvements. Project shall be managed by the City of Rockville. SHA will provide administrative oversight of all project activities, and will review milestone submittals, and need to provide approval to advertise the project for construction. Engineering services provided shall be in accordance with Federal and Maryland State Highway Administration (S.H.A) "Specifications for Consulting Engineers' Services".

All elements of project scope subject to federal, state regulation, standards, specification & guidance.

AWARD

Upon receipt of technical proposals, the City of Rockville 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 such a contract can be negotiated at a fair and reasonable price.

NOTICE TO OFFERORS

“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.” Proposers must supply with their proposals 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. All firms, including Joint Ventures, must be in good standing with the Maryland Department of Assessments and Taxation at the time of submittal. Foreign corporations may also qualify for an equivalent certificate of good standing through the Maryland Department of Assessments and Taxation at <http://www.dat.state.md.us/SDAT%20Forms/forcp.pdf>.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Proposers must be qualified to propose in the state in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which states that any person convicted of bribery, attempted bribery, or conspiracy to bribe committed 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 Procurement Division.

North Stonestreet Avenue Sidewalk Improvements RFP Key Information Summary Sheet

RFP Number: 05-23

RFP Issue Date: Friday, June 16th, 2023

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

Submittals are to be Sent to: [Submit Electronic Proposal Packet Here](#)

Pre-Submittal Conference: Tuesday, June 27, 2023 at 2 P.M. EST

Closing Date and Time: Tuesday, August 22, 2023 at 2 P.M. EST,

**Qualified Disadvantaged Business Enterprises (DBE) as
well as in-State and out-of-State Consultants are
Encouraged to Respond to this Solicitation**

A DBE goal of 10% has been assigned for this project.

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FEDERAL AND STATE OF MARYLAND GENERAL CONDITIONS

CITY OF ROCKVILLE, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C §§ 200d to 200d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this Project advertisement, MDOT certified Disadvantaged Business Enterprises (DBE) 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, national origin, age, sex, English proficiency, income level or disability in consideration for an award (23 CFR § 200, 49 CFR § 21 and 26). Consultants interested in submitting a Proposal must comply with the SPECIAL PROVISIONS AFFIRMATIVE ACTION REQUIREMENTS UTILIZATION OF DISADVANTAGED BUSINESSES ENTERPRISE THE SURFACE TRANSPORTATION AND RELOCATION ASSISTANCE ACT OF 1987 AND ISTEAD OF 1991 FOR FEDERAL-AID CONSULTANT AGREEMENTS (See Attachment 6, page 45, of the MDOT SHA Request for Proposal located at <https://www.roads.maryland.gov/ohd/RFPAGuidelines.pdf>), TEA 21 of 1998, MAP 21 OF 2012, FAST ACT 2015, AND INFRASTRUCTURE INVESTMENT JOBS ACT 2021. All Offerors shall comply with policies and guidelines established in State of Maryland Federal Disadvantaged Business Enterprise Program Manual, MDOT Office of Minority Business Enterprise, June 2012, Revised March 2015, April 2018, March 2021 (see https://www.mdot.maryland.gov/mbe_docs/DBE_Manual.pdf). CITY OF ROCKVILLE hereby notifies all bidders/offerors that in regard to any contract entered into pursuant to this advertisement, whenever the term “disadvantaged” and “minority” is used, it is understood to include women. The terms “disadvantaged” and “minority” include certified female owned businesses, which will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for an award. It is the goal of CITY OF ROCKVILLE that disadvantaged business enterprises participate in all federal-aid contracts. Each contract will be evaluated for the placement of a goal for DBE participation on a contract-by-contract basis. MDOT certified DBE firms are encouraged to respond to this solicitation.

Pursuant to 49 CFR 26.29 a provision must be placed in every USDOT-assisted contract requiring prime contractors to promptly pay subcontractors for satisfactory performance on their contracts no later than 30 days from receipt of each payment that MDOT makes to the prime contractor. To the extent that it is not inconsistent with federal law, all prime contractors shall also comply with all Maryland laws and regulations regarding the prompt payment to subcontractors.

In accordance with 49 CFR §26.13, each contract between the CITY OF ROCKVILLE and the contractor and each subcontract the prime contractor signs with a subcontractor, must include the following assurance “The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as CITY OF ROCKVILLE deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.”

Indirect cost rates shall be established in accordance with 23 CFR 172.11 (b)(1) and the City shall perform an evaluation of a consultant's or subconsultant's audited indirect cost rate prior to acceptance and application of the rate to contracts administered by the recipient or its subrecipients.

As per State Finance and Procurement Article 17-701 – 17-707 of the Annotated Code of Maryland, the firms selected for a given contract will be required to provide Certification Regarding Investments in Iran. Furthermore, selected firms must comply with the State of Maryland Executive Order 01.01.2017.25 Prohibiting Discriminatory Boycotts of Israel

State procurement.

1 BACKGROUND AND PROJECT DESCRIPTION:

The City of Rockville Department of Public Works (DPW) is seeking professional engineering services to design improvements in support of the Stonestreet Avenue Corridor Redevelopment. The project consists of improving pedestrian and bicycle connections to the Rockville Metro Station along Park Road (between North Stonestreet Avenue and South Stonestreet Avenue) and N. Stonestreet Ave (between Park Road and Lincoln Avenue). Improvement will include wider sidewalks and bike lanes.

This project supports the Stonestreet Corridor Redevelopment Plan initiated by the City's Community Planning and Development Services Department. Details of the N. Stonestreet Avenue comprehensive master plan amendment can be found at the following website: <https://www.rockvillemd.gov/2004/Stonestreet-Corridor>. Design for this project shall include curbs and gutters, pavement, drainage, possible utility relocation, right-of-way establishment and property acquisition service-stormwater management, sidewalks, street lighting, signage, landscaping, and traffic signal modifications. Incorporation of modern environmental site design (ESD) techniques into the roadway sections is essential. In addition to these design services the project will also require Right-of-Way acquisition services consisting of property title searches and appraisals.

2 SCOPE OF WORK:

The plans, design process and deliverables must meet Maryland Department of Transportation State CITY OF ROCKVILLE ("MDOT-SHA") Engineering/Design standards and Transportation Alternative Program (TAP) guidance. Please see the MDOT-SHA TAP Manual and MDOT-SHA *Development Guide for Local Public Agencies and Other Sub-Recipients of Federal Funds* for more information.

The procurement process for this project will follow Competitive Negotiation/Qualifications Based Selection procedures and is subject to both Federal and State regulations as well as City and other local requirements.

2.1 Services necessary for this project will include, but may not be limited to:

2.1.1 Topographic and Boundary Surveys

Detailed survey must show all existing conditions and features. Refer to "Figure 1" for the survey project limits. In addition to all features within the limits, at least the first inlets upstream and downstream of the project limits on N. Stonestreet Avenue, S. Stonestreet Avenue and Park Road should be surveyed. Survey services to be provided shall include the preparation and submittal of utility information request letters to any and all utility companies who may have existing facilities within the project limits. It may be necessary to coordinate beyond the initial letter with utility companies in order to collect utility information. The design should account for all utilities to allow for planning and coordinating possible relocations during the design phase.

The Consultant will need to enter adjacent private property to obtain survey information for this project. Consultant is responsible for notifying affected residents via a door hanger or other written notification 48 hours prior to accessing private property. Written notification shall include a phone number and email contact for residents who wish to 'opt out' and deny the Consultant access to their property. Consultant shall also attempt to notify residents the day of surveying by knocking on the door prior to entering the private property for surveying. The Consultant shall provide the City with a plan or list of those properties to be notified.

Survey shall contain the following:

- 1) Horizontal control is to conform to Maryland State Plane Coordinate System NAD 1983/1991.
- 2) Vertical control is to conform to US Coast and Geodetic Survey mean sea level datum of 1988 (NAVD 1988).
- 3) Must include proposed and existing public right-of-way and easement lines; as well as property lines, legal

- property description, addresses, and property owners.
- 4) Road features (curb and gutter lines, pavement edges, medians, pavement markings, crosswalks, roadway signs, street lights, speed bumps, sidewalks, guard rails, signal poles, signal boxes, signal loops, handicap ramps, driveways, aprons and lead walks, bus stop signs and pads, etc.)
 - 5) Field locate existing utilities (including, but not limited to, water lines and valves, water meters, fire hydrant, sewer lines, manholes, cleanouts, water and sewer house connections, storm drain pipes and inlets, gas lines and valves, power poles, guy wires, overhead wires, telephone and/or cable boxes, etc.)
 - 6) All other features (fences, steps, walls, hand rails, etc.)
 - 7) Elevations and topography must be based upon a field run survey;
 - 8) Existing contours at 1 foot intervals;
 - 9) Provide a minimum of two (2) benchmarks along N. Stonestreet Avenue, and a minimum of two (2) benchmarks along Park Road (outside of the project LOD) with horizontal and vertical control for construction and stakeout by others;
 - 10) Subsurface Utility Engineering Quality Level B, as defined here: <http://www.fhwa.dot.gov/programadmin/sueindex.htm>
 - 11) Must have all existing utility feature alignments and inverts.
 - 12) All surface utilities (valves, valve boxes, manholes, inlet, etc.) must have top elevations and inlet size of throat.
 - 13) Sanitary Sewer and Storm Drain Systems must have field recorded invert elevations in and out, pipe size and material type.
 - 14) Miss Utility must be called to locate all non-City utilities (gas, electric, phone, cable, etc.) prior to field surveying.
 - 15) Rockville Maintenance (240-314-8570) must be called to locate all City utilities (water, sewer, and storm drain) a minimum 48 hours prior to field surveying.
 - 16) Survey services to be provided shall include the preparation and submittal of utility information request letters to all utility companies who have existing or known proposed facilities within the project limits. Copies of the letters shall be provided to the City.
 - 17) Test Pits will be required for all potential utility crossings and the appropriate permits must be obtained from either the City of Rockville Department of Public Works or the Maryland State Highway Administration. Test pits shall be priced per each to be conducted. Approximately 10 test pits are expected within the project limits.
 - 18) Surveys must be completed and signed by a Professional Land Surveyor, duly registered in the State of Maryland.
 - 19) Environmental features (trees, shrubs, etc.) and existing landscaping (planting islands, etc.) per City Environmental Guidelines
 - 20) All trees within the survey limits or with critical root zones within the expected limits of disturbance are to be located with size and species.
 - i). Trees shall be identified and organized on a "Tree Summary Sheet with the following details: size, species, critical root zone, and condition rating.
 - ii). Trees shall be numbered so they correspond to the locations shown on the plans.
 - iii). 1" of DBH equals 1.5' of critical root zone radius (CRZ).
 - iv). Condition rating means an assessment of a tree's structural integrity and state of health in accordance with the latest edition of the Council of Tree and landscape Appraisers Guide for Plant Appraisal.
 - v). Tree survey shall be in accordance with the City of Rockville Forest and Tree Preservation Ordinance & Forest Conservation Manual.
 - 21) Digital files shall be provided to the City in CADD format; current CADD system is AutoCAD Civil 3D 2014.
 - 22) Use standard base sheets provided by the City to plot final drawing at 20 scale.

2.1.2. Design Plans:

2.1.2.1. Natural Resource Inventory (NRI)/ Forest Stand Delineation (FSD)

- a) Perform a Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) including a jurisdictional wetland delineation on natural areas potentially affected by project construction and construction routes

including a minimum of 25 feet beyond the limit of disturbance. Study limits shall include all trees whose critical root zone will lie within the limits of disturbance or where the critical root zone overlaps the limits of disturbance. Utilize the base mapping provided by the City as well as the information compiled in Task A, as appropriate. The NRI/FSD shall be prepared in accordance with the requirements of the FTPO, the Forest Conservation Manual and Environmental Guidelines. The City Forester shall approve the NRI/FSD. Information can be found on the City's website <http://www.rockvillemd.gov/index.aspx?NID=1066> under the NRI/FSD and Forestry links.

- b) The Forest Conservation Plan (FCP) shall be prepared in accordance with the requirements of the FTPO, Rockville Forest Conservation Manual and the City of Rockville Environmental Guidelines. Please refer to the FTPO (including associated applications) and Rockville Forest Conservation Manual which are available on the City website.
- c) A licensed Maryland Forester, Maryland Registered Landscape Architect or Qualified Professional in accordance with the Maryland Forest Conservation Act, must prepare the Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) before the 30% design submission and Forest Conservation Plan (FCP) for the 65% design submission.

2.1.2.2. Stormwater Management Plan (SWM)

- a) Combined Storm Water Management Concept: The consultant shall prepare and submit a combined Pre-Application and Development SWM Concept, in accordance with Chapter 19 of the City Code, including the requirement to provide SWM via Environmental Site Design (ESD) to the Maximum Extent Practicable (MEP). The SWM concept shall be developed utilizing the following assumptions:
 - i. The project will be considered a "Redevelopment" for SWM Ordinance purposes.
 - ii. SWM must be provided for the new and replaced impervious area within the projects Limit of Disturbance
 - iii. Minimum SWM Criteria: Water Quality Volume (WQv); Channel Protection Volume (Cpv); Overbank Flood Protection Volume (Qp10)
 - iv. SWM must be provided in accordance with priorities established by the code in Sec. 19-44. ESD is the first priority, followed by a structural water quality system and then Alternatives as described in Sec. 19-50, including monetary contribution.
 - v. It is acceptable to provide a justification if there is not adequate space (vertical or horizontal) within the right-of-way for ESD measures. The concept should present measures to treat the target PE but a minimum of 1-inch must be treated by ESD measures, structural systems, alternatives or a combination of the three.

Minimum SWM requirements shall be established by the City of Rockville, Chief of Engineering in conjunction with the review and approval of the Combined SWM Concept.

- b) Storm Water Management Plans: Based on the approved SWM Concept, the consultant shall prepare detailed SWM plans and specifications for review and approval by DPW Engineering Division. Design should be based on MDE 2000 SWM Design Manual, and must meet Rockville regulation, criteria and standards.

2.1.2.3. Grade Establishment and Details

The plans shall utilize the City's standard notes, borders, and details when applicable. The design shall include the roadway alignment and all associated proposed grading due to the improvements along N. Stonestreet Avenue and Park Road. Roadway alignment modifications are possible to accommodate the sidewalk width and proper lane widths due to the preservation of the trees, the conflicts of the existing utilities or other constructability issues. It is anticipated that curb / gutter and storm drain modifications/extensions will be necessary as part of the project. All elements should be considered and included as part of the scope of work. Should modular block retaining walls be recommended to assist with grading, the wall design shall be included in the scope of work. The plans shall provide details for all restoration to include the repair of driveway aprons, curb and gutter, pavements, and all disturbed areas. All impacts to trees, landscaping, utilities, or any other appurtenances shall be noted in the plans with instruction to the contractor. Limits of disturbance shall be included and will be based on the proposed grading. Attention must be placed on existing utilities to effectively plan the design around their locations, or alternatively to coordinate relocation of utilities with utility companies during the design process. The plans must be prepared and sealed by a Professional Engineer, licensed in the state of Maryland.

2.1.2.4. Storm Drain Plans and Details

The consultant shall prepare a drainage area map that includes all areas, right-of-way and offsite, which drain through the project limits. A survey of the existing storm drain system shall be conducted and a safe conveyance study shall be performed. The survey limits shall be extended beyond the project area, as needed, to acquire the necessary information on the existing storm drain system. The additional survey shall only provide enough information to perform the storm drain conveyance study. The existing storm drain system shall be evaluated to determine if it safely and adequately conveys the proposed 10-year storm event to a stable outfall. If any portion of the existing storm drain system is inadequate to safely convey the drainage, storm drain capacity improvements shall be designed. Any new storm drainage system must be designed to provide safe conveyance of all flow in accordance with Montgomery County Storm Drain Criteria, including adequate inlet spacing, sizing, spread, and stable discharge area. Consultant shall include in the design the storm drain pipe computations and the spread computations and analysis of the 10 and 25 year Hydraulic Grade Line (HGL). For purposes of this proposal, assume that no downstream improvements are required. All necessary storm drain computations shall be submitted as a design study and report.

2.1.2.5. Erosion and Sediment Control Plan

This plan shall include limit of disturbance, sediment control measures, as necessary, (stabilized construction entrance, silt fence, earth dikes, inlet protection, etc.), sequence of construction, location of staging areas, sediment control notes and details. Sequencing to include construction access, phasing, staging and detailed description of steps to complete the project. This plan needs the owner/developer certifications and must be coordinated with the Forest Conservation Plan and utilize the same scale.

2.1.2.6. Maintenance of Traffic Plan

- a) Plans shall address the flow of traffic (vehicular, transit, pedestrians, and bicyclists) during construction according to the construction phasing and detours. Plan shall be in accordance with the latest edition of the MD MUTCD.
- b) Plan shall include the proposed construction access to site and include a site utilization plan (stockpiles, employee parking, etc.)
- c) Pedestrian and vehicular access to adjacent buildings and properties must be maintained throughout construction.

2.1.2.7. Signing and Marking Plans

The plan must specify and show all traffic related signs, traffic control devices, and Pavement markings in accordance with the latest edition of the MD MUTCD.

2.1.2.8. Streetscape/Landscape Plan

The plan shall show utility/streetlight pole locations and existing/planned tree locations with suggested improvements, including all proposed landscaping for this project and parking meter locations. Details for streetlights and parking meters will be provided by City of Rockville. The following landscape related information shall also be provided:

- a) The limits of disturbance including staging areas, locations of sediment control measures and tree protection fence, proposed grading, utility relocations, any other improvements proposed by the project (signs, aprons, etc.).
- b) Graphically show all existing trees from the Tree Survey and all tree removals with an "X".
- c) Tree mitigation measures such as root pruning, crown elevating, etc., as applicable, for trees to be saved.
- d) An updated tree table showing the disposition as either "save" or "remove" for all trees shown on the Tree Survey as well as the number of replacement trees owed (right of way trees replaced at 1:1, private trees replaced per the City's Forest and Tree Preservation Ordinance).
- e) Show tree replacement planting locations and a plant list with specific tree types and sizes (2.5" caliper for shade and ornamental trees and 7-8' high for evergreen trees) for all replacement trees owed. Project team will need to consult with city for species preferences.

2.1.2.9. Right-of-Way Establishment

- a) Plans: The Consultant shall develop Right-of-Way plans for the sections of N. Stonestreet Avenue from Park Road to Lincoln Avenue, Park Road from N. Stonestreet Avenue to S. Stonestreet Avenue and the intersection at Park Road and S. Stonestreet Avenue. Right-of-way delineation and establishment is an

important part of this project. Documentation provided shall include parcel delineation, production of right-of-way plats and/or easements, determination of existing easements, and title search, especially in areas where land acquisition/take is expected.

- b) Plats showing easements and takes for the project: All easements and right-of-way takes shall be detailed on plat drawings. The Consultant shall prepare roadway plats for the sections in which N. Stonestreet Avenue, S. Stonestreet Avenue and Park Road right-of-way has not been dedicated to public use by plat. Temporary easements shall be shown on a separate plan. The consultant shall prepare documentary evidence of fee ownership, easement interests, or rights of entry for all properties to be worked upon or entered as part of this project, in the City of Rockville's name, in accordance with Federal and State requirements.
- c) The consultant shall quote the right of way establishment service per property parcel with the unit rate assume approximately 15 properties will be required within the project limits.

2.1.2.10. Traffic Signal Plan with Geotechnical Evaluation

- a) The Consultant shall develop preliminary traffic signal plan for the intersection at S. Stonestreet Ave and Park Road based on the survey and field investigation, which includes mast arm poles, pedestrian equipment, detection, and the cabinet.
- b) The Consultant shall develop temporary traffic signal plans and traffic signal modification plans as needed at the intersection of N. Stonestreet Avenue / Park Road and S. Stonestreet Avenue /Park Road.
- c) The Traffic Signal Plans will be developed meeting current MD MUTCD and SHA requirements. The reconstruction of the intersection at S. Stonestreet Avenue and Park Road will include a traffic signal cabinet, mast arm poles, breakaway pedestal poles, LED traffic signal heads, LED countdown pedestrian signal heads, audible pedestrian pushbuttons, LED roadway lighting, video detection cameras, signs, and intersection geometry design. Based on existing overhead utilities, special mast arms may be required to meet NEC overhead clearance requirements. Additional emphasis will be placed on pedestrian and bicycle safety. Proposed sidewalk ramps meeting current ADA standards will be installed for each crossing. Accessible pedestrian signals meeting Rockville and SHA standards will be provided for all signalized crossings.
- d) Geotechnical Evaluation: Geotechnical evaluation shall be performed for proposed traffic signal pole locations. The task shall cover a site reconnaissance; Soils report; 2 in-situ infiltration tests – 15 feet deep. Copies of all test reports shall be submitted to the City of Rockville.

2.1.2.11. Property Acquisition Services

- a) Consultant shall assist the City in limited acquisition of private property services for properties that may be located in the proposed right-of-way.
- b) Services shall include title search and appraisals
- c) These services shall be priced per parcel to be acquired. Approximately 15 parcels are expected within the project limits.
- d) All property acquisition services shall comply with Federal Regulations regarding Right-of-Way acquisition 49 CFR Part 24 subpart B at <https://www.ecfr.gov/current/title-49/subtitle-A/part-24?toc=1>.
- e) The property appraisals shall take place before the 90% design phase.

2.1.3. Meetings

The consultant and the necessary project members must be present for all meetings. Approximately seven meetings will be held. The tentative list of meetings is as follows:

1. Kickoff meeting and possible field walk
2. 30% Design Review
3. Community meeting to present the concept design to the public and discuss impacts
4. 60% Design Review
5. 90% Design Review
6. Pre-Bid Meeting
7. Pre-construction Meeting

The consultant shall prepare a full size set of the preliminary plan sheets and up to three other 24"x36" exhibits for the community meeting to assist in explaining the concept to the community.

2.1.4. Permits

Prior to advertising the project for bids, the Consultant shall apply for and obtain all permits required by Federal, State, City of Rockville, or local authorities, including but not limited to, Erosion and Sediment Control, Roadside Tree Permit/FCA Compliance, Stormwater Management, Critical Areas, Utility Permits, Traffic Control Plans, and any required permit issued by the MD SHA District 3 Office of Construction, if any part of the project is located within or along MD SHA right-of-way.

The Consultant shall obtain all required permits, including preparing and submitting necessary information to support the permit application. The City Department of Public Works will review, approve, and issue the sediment control and stormwater management permits. The City Forester must approve the NRI/FSD, landscaping plans, and forest conservation plans. The City Forester will issue a Forestry permit.

Regulatory agencies outside of the City include but are not limited to Maryland Historic Trust, Maryland Department of the Environment (MDE), Maryland Department of Natural Resources (DNR), Army Corps of Engineers (ACE) and the Maryland Soil Conservation District. The Consultant shall attend any and all meetings required by the outside regulatory agencies. There is no separate payment for attending these meetings. Permits shall be submitted as required to maintain design schedule, to the extent possible. The Consultant/Engineer shall prepare and submit a response to regulatory agency comments within two weeks (14) days after such comments are received.

If any established design standard cannot be met after due diligence, the Consultant must prepare a request for design exception for the concurrence and approval of the agencies in charge.

2.1.5. Cost Estimates and Schedule

The Consultant shall develop construction cost estimates and plan submission schedules at the 30%, 60%, 90%, and 100% design phases. Engineer's Estimate shall be required at the completion of the design phase. Consultant must prepare Engineer's Estimate itemizing all construction pay items and shall correspond directly to the pay items in the bid documents as shown in attachment 5.

Work shall begin within ten (10) days following receipt of a Purchase Order by the Consultant. The anticipated project schedule is as follows:

Submit Proposal	08-22-2023
Contract Award/Issue Purchase Order/Begin Project	On or about 11-22-2023
Submittal One (Survey, Tree Survey/NRI, 30% Design,)	16 weeks for design
➤ Six-week City / State review ends	
➤ Community Meeting	
Submittal Two (60% Design)	12 weeks for design
➤ Six-week City / State review ends	
➤ Approval of SWM Concept	
Submittal Three (90% Design)	12 weeks for design
➤ Six-week City / State review ends	
Submittal Four (Final Design)	12 weeks for design
➤ Six-week City /State review ends	

2.1.6. Technical Specifications and Bid Documents

- a) The Consultant shall prepare a set of reproducible comprehensive design drawings and construction

specifications suitable for public bidding. These specifications shall address all technical and/or construction specifications and shall include pay item descriptions required in order to complete the project.

- b) As applicable, the technical specifications should be in accordance with the following specifications and standards, listed below, including all subsequent addenda, amendments, and errata:
 - i. Maryland Department of Transportation, State Highway Administration, “Standard Specifications for Construction and Materials”, latest edition. MDSHA Book of Standards for Highway and Incidental Structures
 - ii. Montgomery County Department of Transportation, “Montgomery County Road Construction Code and Standard Specifications”
 - iii. Standard Specifications of WSSC dated July 2013, or latest edition
 - iv. Montgomery County Department of Transportation, “Design Standards” August 1991, or latest edition
 - v. Maryland Department of the Environment “2011 Standards and Specifications Soil Erosion and Sediment Control.”
 - vi. Maryland Department of Transportation, State Highway Administration, “Maryland Manual on Uniform Traffic Control Devices for Streets and Highways”, latest edition
 - vii. Montgomery County Noise Ordinance
 - viii. The City of Rockville Code
 - ix. MDOT SHA Specifications for Consulting Engineers' Services Volume II
- c) Format will be provided to the Consultant
- d) The contract documents and drawings will be reproduced and provided for bidding by the Consultant in mylar and electronic format, including CAD files.
- e) The Consultant shall also prepare a description of pay items, bid tabulation, and itemized construction estimate sealed by a Professional Engineer licensed in the State of Maryland.
- f) The construction contract shall be a unit cost contract.
- g) The pay item description shall include unit of measurement, and clearly delineate the items to be included to construct the project.
- h) The bid tabulation will be the actual table used by prospective bidders to complete the construction bid.
- i) The construction estimate format shall match the bid tabulation.
- j) The City will be responsible for the standard terms and conditions, as well as any special provisions, which do not need to be sealed. The City will provide a sample specification to the consultant after issuance of the purchase order. The City will work with the consultant to prepare the Invitation for Bid Documents.

2.2 Expected Deliverables:

The Consultant shall provide professional survey and engineering services, which shall include construction plans, technical specifications, engineer’s estimates, environmental documents, permitting, reports, and right-of-way establishment, title reports and appraisal reports to aid in right-of-way acquisition.

The first step shall be to conduct a feasibility study to evaluate how the desired section from the Stonestreet Corridor Redevelopment Plan shall be placed within the existing right-of-way. The study shall include possible alignments, and shall identify all impacts to existing infrastructure and right-of-way needs associated with these alignments. Following the approval of the preliminary alignment set forth in the feasibility study, engineering design shall be submitted to the City for review.

In general, the submission stages for the engineering design phase are listed below and the consultant is required to specify, in the proposal, detailed content of design sheets or documents that will be submitted at each stage:

30% Design submission shall include the completed survey mapping (existing conditions, including all property lines, curb lines, sidewalks, bike lanes, ramps, utilities, inverts and elevations), technical survey and preliminary design and reports, entire roadway and roadside improvements including horizontal alignment and vertical profile, drainage area map, drainage computations, forest stand delineation (NRI/FSD), drawings showing the foot print of the wetlands, storm water computations, storm drain plans, path alignments, fence locations, general landscaping zones and buffers (species, heights and number), erosion and sediment control (sediment control measures, sequence of construction details), right-of-way delineation, preliminary transportation management, plan and construction detour plans. City and SHA approval of this submittal will allow the consultant to proceed with the 60% design. The 30% design should include the following items:

- Topographic base map, along with the property line survey, and the identification of utilities with concept alignments
- Copies of correspondence to/from the utility companies
- Tree Survey/ NRI

Public meeting will be held after 30% design.

60% Design submission shall include detailed engineering of the roadway and roadside improvements, storm water computations, storm drain plan and profiles (alignments, abandonment, pipe and structure schedules), construction specifications (standard notes, special provisions, cost and schedule estimates, pay items and descriptions), roadway alignments and pavement sections, landscaping, lighting, forest conservation plan (significant tree replacements), final erosion and sediment control plans, right-of-way plans and plats showing easements and takes required to complete project, and if applicable, retaining wall design. City and SHA approval of this submittal will allow the consultant to proceed with the 90% design. The 60% design should include the following items:

- Proposed sidewalk alignment including all proposed grading
- Limits of Disturbance delineated per the proposed grading
- Preliminary estimate of tree removals shown graphically
- Combined SWM Concept
- Preliminary Sediment Control Plan
- Preliminary construction cost estimate

City approval of SWM Concept is necessary for the Consultant to proceed with the 90% design.

90% Design Submission shall include the completed construction specifications, detailed engineering of the roadway and roadside improvements, final storm water computations, storm drain plan and profiles (final alignments, abandonment, pipe and structure schedules), detailed cost estimate, roadway alignments and pavement sections, landscaping, forest conservation plan (significant tree replacements), final erosion and sediment control plans, right-of-way plans showing easements and takes required to complete project, and if applicable, final retaining wall design. SHA and City comments and approval of this submittal will allow the consultant to prepare the 100% design. This submission shall include all elements mentioned in the scope of engineering services as listed under section 2.1 design requirements together with environment documents and permits. In addition, it shall address all issues and comments raised by City staff and the Community. SHA and City approval of this submittal will allow the consultant to complete the project and finalize the design package. The 90% design should include the following items:

- Comments responses to the City, SHA, and public meeting
- Final sidewalk alignment including all grading impacts
- Tree Save, Removal and Replacement Plan/Landscape Plan
- Stormwater Management Construction Plan
- Sediment Control Construction Plan
- All relevant notes and details
- Construction cost estimate
- Technical specifications and descriptions of pay items.

Final Design Submission shall include final plans, specifications, and estimates (PS&E package) which is suitable for MDSHA and Rockville's bidding process for federally funded projects. The final design package shall include the following:

- Sealed mylar plan set
- Sealed technical specifications and descriptions of pay items
- Sealed final construction cost estimate

2.3 Deliverables:

The Consultant shall develop acceptable design and construction documents for the project that satisfy all project objectives, including costs, funding available, construction phasing, and safety. The documents shall meet AASHTO, Maryland SHA, City of Rockville, and all other applicable guidelines and codes. The design and construction of the roadway shall ensure that accessibility to individuals with physical disabilities is provided, in accordance with Federal and State ADA requirements.

The construction of the Stonestreet Avenue Corridor improvement shall be divided into two phases as shown on the Figure 1. Project Limit and Phase Map.

Phase I: Intersection modifications at both N. Stonestreet Avenue / Park Road and S. Stonestreet Avenue / Park Road with Park Road Roadway Improvement

Phase II: N. Stonestreet Avenue Roadway Improvement

The intersection modifications and Park Road improvement (Phase I) shall conform to the concept plan provided in Figure 2 Intersection Reconstruction at S. Stonestreet Ave and Park Road Improvement. The N. Stonestreet Avenue roadway improvement (Phase II) shall conform to the typical sections provided in Figure 3 Typical Cross Section on N. Stonestreet Ave. However, if deviations are proposed by the Consultant, they shall be identified at the 30% Design review meeting.

2.4 Anticipated Schedule:

Work shall begin within 10 days following acceptance of award by the Consultant and all design work shall be completed within 12 months. Within 10 months, 90% design shall be complete. Work on 90% design shall not commence until all right-of-way acquisition is complete. In no case will design proceed past 90% without right-of-way acquisition finalized, in case changes are necessary.

The Consultant shall submit a schedule for the design, including 30%, 60%, 90% and final plan (approval for PS&E) submittals. The schedule is due within one week after notification that the quote and proposal is accepted by the City. The Consultant shall submit progress reports to the City with each monthly invoice.

Figure 1. Project Limit and Phase Map

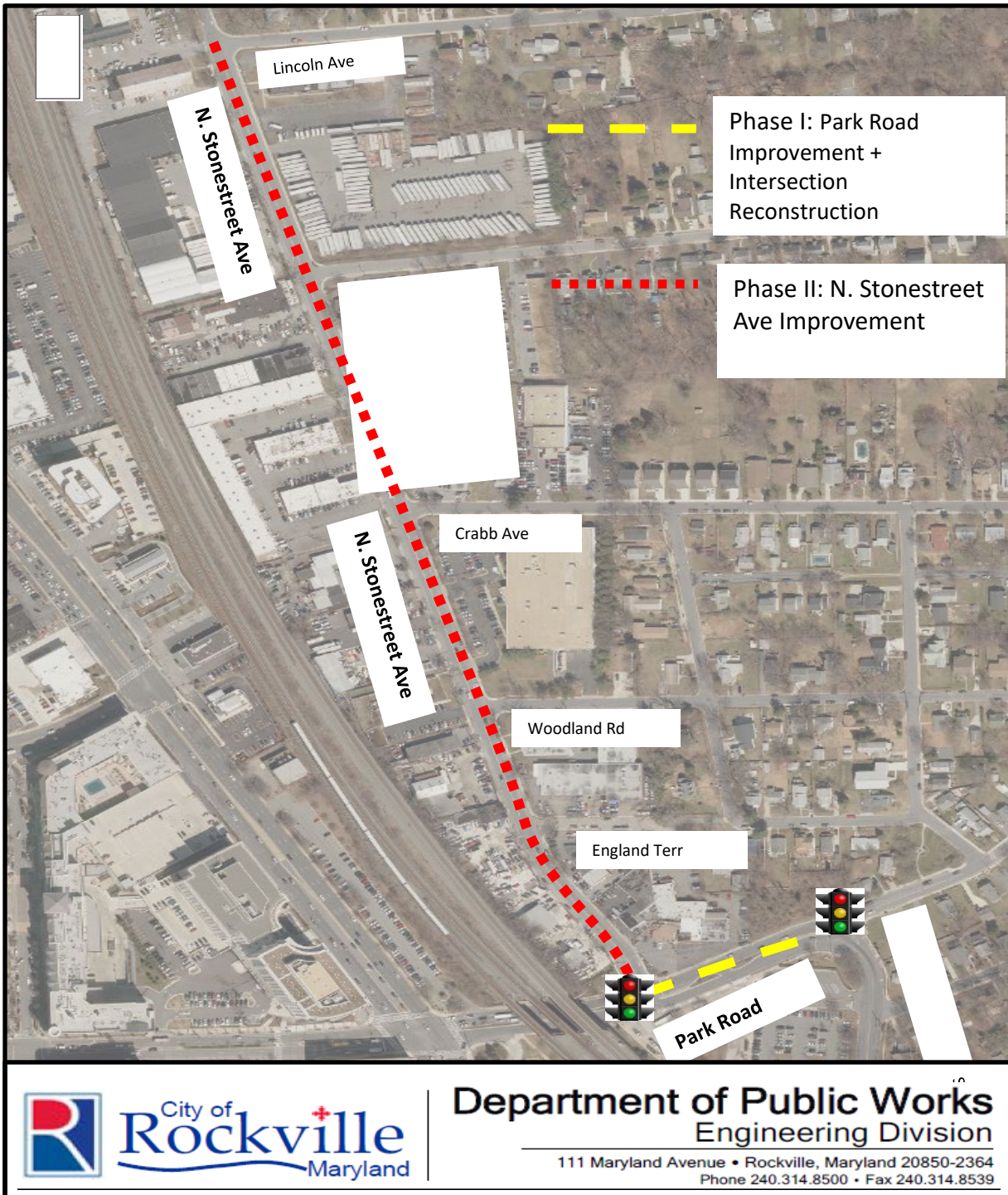
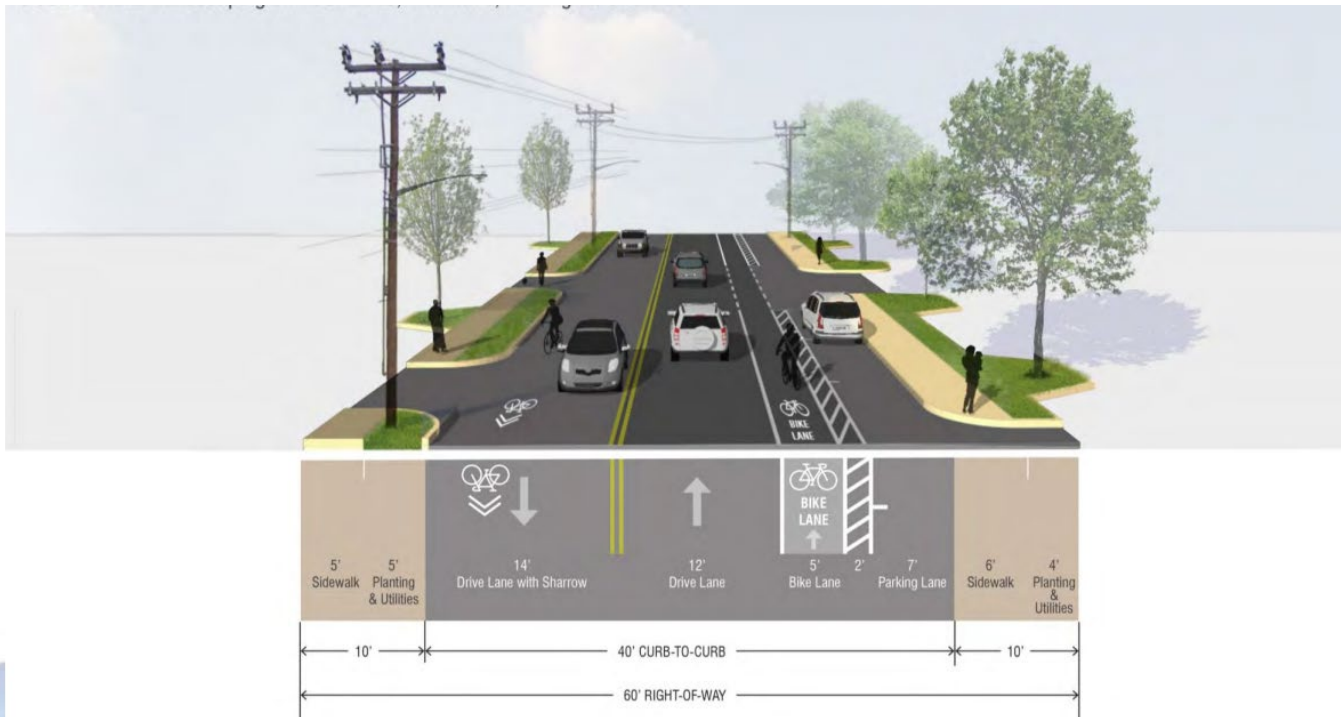


Figure 2. Intersection Reconstruction at S. Stonestreet Ave and Park Road Improvement



Figure 3. Typical Cross Section on N. Stonestreet Ave



3 REQUIRED QUALIFICATIONS

The Consultant shall provide a complete list of proposed personnel that will be assigned to the project, including sub-contractors, which will include all relevant qualifications and experience. The personnel presented in the proposal shall be the personnel that will be working on the project for the entire duration. This includes the personnel from sub-contractors. If any changes are made to the personnel assigned to the project, a written request

must be submitted to the City including all relevant qualifications and experience of the substitute. The substitute shall have experience and qualifications equal to that of the originally assigned personnel.

The Consultant shall submit a narrative describing their qualifications and any previous projects with similar scope that have been successfully completed. A minimum of three (3) years of experience performing similar design work as this task order with the City of Rockville or other local government agencies/ municipalities is needed. There is a 10% DBE/MBE goal for this project.

4 **PAYMENT:**

Payment is expected to be on a monthly, with the following units the basis for payment:

- 6.3.1 Professional Engineering Survey Service
- 6.3.2 Natural Resources Inventory Report and NRI/FSD Plan
- 6.3.3 Full 30% Design Plan set
- 6.3.4 Full 60% Design Plan set
- 6.3.5 Full 90% Design Plan set
- 6.3.6 Right-of-Way Establishment
- 6.3.7 Forest Conservation and Planting Plan
- 6.3.8 Final Design Plan set
- 6.3.9 Public Outreach
- 6.3.10 Traffic Signal Modification Plan with Geotechnical Evaluation
- 6.3.11 Property Acquisition Services
- 6.3.12 Permits

5 **TECHNICAL PROPOSAL:**

The Technical Proposal submitted by a consultant shall deal specifically with the scope of services to be performed, the work plan to be used, the key staff to be assigned, an estimate of man hour distribution (expressed in percents) to perform all project services, a complete description of the proposed computer services, letters of commitment from subcontractors, minority participation, ~~if required~~, and relevant financial and insurance information. The page limit for the technical Proposal is: 200. Therefore, the Technical Proposal shall include, as a minimum, the following eight (8) distinct parts:

- I. **Scope of Services** - The consultant shall set forth their understanding of what work is to be accomplished. Specific reference must be made to all laws, regulations, specifications and policy that apply. The proposal should be summarized sufficiently to demonstrate the consultant's understanding of the services and deliverables expected. Special requirements of the project (e.g. maintenance of traffic, etc.) should be discussed and any unique circumstances or suggestions should be presented. The project should be reviewed in the field, and any resulting conclusions presented. The consultant shall set forth that any proposed subcontractor(s) has a clear understanding of that work which the subcontractor(s) will be performing.
- II. **Work Plan** - The consultant shall set forth how he proposes to accomplish the scope of services. Specifically, the consultant shall address the methodology, techniques and processes he proposes to use as well as, discuss general staffing devoted to the projects and the strategies/processes for completing the Task Order. This section shall also contain work schedules and completion times. Maximum three (3) pages in Length.
- III. **Key Staff** - Key Staff is defined as the productive staff who have major project responsibilities. On the first page of this section the consultant shall indicate the key staff anticipated to be assigned to the project. Following each key staff individual listed, the consultant shall set forth the specific responsibilities of each individual within the project. The consultant shall submit a one (1) page resume for each key staff individual, showing both general experience and specific experience related to the subject project.

The consultant may show an organization chart of proposed personnel in this Section. The consultant may also include in this section a listing of support personnel proposed, including items such as names, degrees, registrations and expertise, limited to three (3) lines for each individual. Resumes of support personnel are not to be included.

- IV. **Time Estimate** – The consultant shall set forth the percentages of time proposed per classification of employee, per task or per work function, etc., to the degree necessary to adequately respond to the RFP. Man-hours are not to be shown in the technical proposals. Total percentages shall add up to 100%. A column of percentages of time estimated for each classification are to be shown for the prime consultant, for each subcontractor proposed, and one (1) column showing totals of all firms which are to add up to 100%. When multiple firms are used, the total for each firm must add up to something less than 100%.
- V. **Computer/CADD Section** - The consultant shall document all proposed computer/CADD services for the proposed project.
- VI. **Subcontractors** - If the consultant proposes subcontractors to perform services, a clear statement of commitment from each proposed subcontractor to the consultant must be included in the Technical Proposal. The commitment shall include a definitive statement of the services to be performed and who will have management authority.

- VII. **DBE/MBE/WBE Compliance** –
As per the MDOT promulgated Maryland Minority Business Enterprise/Federal Disadvantaged Business Enterprise Program - Revised March 2000, the term Minority Business Enterprise (MBE) is used for state funded projects and the term Disadvantaged Business Enterprise (DBE) is used for federally funded projects.

The consultant shall meet the established mandatory 10% DBE goal by either their own forces or approved DBE subcontractor(s). Technical Proposals will provide a listing of all of the proposed MDOT certified DBE firms, associated MDOT Certification Numbers, and the name and contact information for the DBE Consultant Liaison Officer. Bidders must complete and provide MDOT DBE Form A – Certified DBE Utilization and Fair Solicitation Affidavit for Federally-Funded Contracts and MDOT Form B – DBE Participation Schedule for Federally-Funded Contracts. (Attachment 1). These documents will not count toward the page limit).

- VIII. **Financial Capacity and Insurance** - In this Section, the consultant must include a letter addressed to the City of Rockville setting forth evidence, in the form of a declarative statement(s), that:

- 1) The consultant has the financial capacity to provide the services, and
- 2) The consultant has measures of protection for the State against errors and omissions.

Please see attachment 4 for City's detailed insurance requirements.

Section VIII of the Technical Proposal must also include a copy of the consultant's current certificate(s) of insurance, which should contain, as a minimum, the following:

- 1) Carrier (Name and Address)
- 2) Type of Insurance (to address each of the four (4) required areas)
- 3) Amounts of Coverage (including Deductible(s))
- 4) Period(s) covered by Insurance
- 5) Any exclusions

Failure of the consultant to submit satisfactorily to these requirements and failure to address all four (4) areas of insurance required shall result in the City of Rockville rejecting the Technical Proposal.

The consultant shall prepare a letter of transmittal, as a part of the Technical Proposal, to transmit the Technical Proposal to the City of Rockville. This letter shall be signed by the person or persons required to legally bind the consultant to the proposal.

The Technical Proposal transmittal letter shall specifically state that the consultant shall complete all Project services, within the proposed time estimate, to the satisfaction of the City of Rockville. Also, any justification or explanatory material relevant to the Technical Proposal shall be set forth in this letter. The letter shall be concise and not repeat any of the detailed information found elsewhere in the Technical Proposal.

The Technical Proposal shall be structured to the following outline:

- Title Page
- Transmittal Letter
- Table of Contents
- Scope of Services
- Work Plan
- Key Staff
- Time Estimate
- Computer/CADD
- Federally Funded Contracts Certified DBE Utilization and Fair Solicitation Affidavit (Attachment 1)
- Federally Funded Contracts DBE /Participation Schedule (Attachment 2)
- Financial Capacity and Insurance (Attachment 4)
- Certification for Contracts, Grants, Loans, and Cooperative Agreements (Attachment 5)
- References (Attachment 6)
- City of Rockville Maryland Affidavit Form (Attachment 7)
- Respondent's Questionnaire (Attachment 8)

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 hyperlink provided directly below. Two (2) separate electronic submittals shall be included to provide one (1) original version and one (1) redacted version of your proposal:

Submit Electronic Proposal Packet Here: [SUBMIT](#)

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

In accordance with Public Information/Proprietary/Confidential Information, Paragraph 13 "Privileged Information and Work Product", it is the responsibility of the Consultant to clearly identify each part of its submittal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch bold face letters stating the words "confidential" or "proprietary". Consultants must submit a flash drive containing the entire, identical version of the submittal (this electronic copy shall be **one (1)** complete file), as well as one redacted version of the same submittal.

The Consultant agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential. The Consultant shall include a written statement as to the basis for considering the marked pages confidential. A general statement of confidentiality that is not appropriately referenced to a specific section of the solicitation will not be sufficient to warrant protection by the City. Failure of the Consultant to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

6 EVALUATION OF PROPOSALS:

The procurement methods and procedures follow 23CFR172 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.

The criteria for evaluation and scoring are as following:

- 1) Approach and Work Plan: It includes the consultant's recommended approach and work plan regarding the services relates to the scope of work, such as how the consultant plan to meet the needs of the Task Order, the general staffing and the relative effort that each staff member will devote to projects as well as the firm's strategies and processes for completing the Task Order.
- 2) Completion Time: The contract term is for a period of twelve (12) months. The schedule provided under section

2.1.5 is maximum completion time for this task. The schedule should assume a review time of 6 weeks for milestone submittals, 1 week for data requests, and 2 weeks' notice for full team meetings. A contractor that can meet the proposed schedule will score 10%. A contractor that cannot meet the schedule will score 0%.

- 3) **Qualifications**
 Other than a minimum of five (5) years of experience performing similar design work as this task order is the requirement, the City will consider
 - a) The organizational structure of the project design team for this task;
 - b) The resumes of all assigned managers and key staff with their education/ professional experience/certifications/licenses/length of time employed and/or whether or not the team member is a subcontractor;
 - c) A list of three (3) projects completed within the past five (5) years that best illustrate the consultant capabilities as they relate to the required task order, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions.
 - d) Information on delivery of projects on time and within budget to include design cost (estimated vs. actual), execution time (contract vs. actual), construction cost (estimated vs. actual),
 - e) Any additional information the consultant wish to call to the City's attention with respect to the consultant qualifications.
 - f) Please specify similar qualifications for all proposed significant subcontractors.

- 4) **Available Resources:** It refers to the consultant's overall current workload, and anticipated workload if awarded this task order to include current production capability, as well as the company's philosophy and approach to managing workload and assigning resources.

- 5) **Experience**
 Describe in detail your firm's experience with similar task orders. Provide a list of three (3) projects completed within the past five (5) years that best illustrate your firm's capabilities as they relate to the required task order, including description, scope, project and cost. These projects should also demonstrate local work experience, as well as, knowledge of local regulations and conditions. Include information on delivery of projects on time and within budget to include design cost (estimated vs. actual), execution time (contract vs. actual), construction cost (estimated vs. actual), as well as, any problems encountered, and the solutions devised.

- 6) **Reference**
 Provide a list or describe representative clients currently or recently served focusing on clients similar in size and complexity to this Task Order. Provide the name, address, telephone number, contact person, scope of services and/or project description and cost of at least three (3) specific references (preferably local governments such as the City of Gaithersburg, Montgomery County, WSSC, etc.) your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested in this Task Order. One of these references are to be for current, unfinished projects. One of these references are to be for completed projects not to exceed five (5) years in age.

The overall score is weighted as following:

	Evaluation Criteria	Weight
1.	Approach and Work Plan	45%
2.	Completion Time	10%
3.	Qualifications	10%
4.	Available Resources	15%
5.	Experience	10%
6	Reference	10%
TOTAL		100%

Qualified evaluation committee composed of agency staff will review the responses and score them according

to the criteria identified below. After proposals have been reviewed, the evaluation committee will independently evaluate the proposals within each category and select the team based on their overall score within the competitive range established.

The City will only select one Consultant for each Task Order award and reserves the right to reject any or all quote/proposals in part or in full and to waive any technicalities or informalities as best serves the interests of the City. The City will comply with regulations at 23CFR172(a)(1)(i-iv) by using the competitive negotiation procurement procedure. Upon completion of the qualifications-based evaluation and ranking of proposals, the city will initiate negotiations with the most highly qualified firm to arrive at a fair and reasonable compensation for the solicited services. If the city and most highly qualified firm are unable to negotiate a fair and reasonable contract, the agency may formally terminate negotiations and undertake negotiations with the next most qualified firm, continuing the process until an agreement is reached. The information and answers provided by firms in the technical proposal will be used to rate and rank the competing firms. In evaluating a firm's overall experience and competence to perform the stated work, the evaluation committee may rely on additional resources beyond the information provided by the firm. The City may enter into discussions with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussions may be written, by telephone, video conference, or by oral presentation/interview.

Based on the recommendations of the Evaluation Committee, the Mayor of the City of Rockville or Mayor and City Council in partnership, will make the final selection of a firm eligible for award.

7 NEGOTIATION AND AWARD

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-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 of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City. The City shall attempt to negotiate a contract with the selected firm for architectural and engineering services at compensation which the City determines is fair and reasonable. In determining fair and reasonable compensation, the City shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered. At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror.

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.

If a price proposal is requested, the Consultant must include a cost and price summary along with the following forms, certifications and affidavits:

- Bid Proposal Affidavit (Prime) available at https://www.roads.maryland.gov/OPCM/Bid_Proposal_Affidavit_Fillable_Form_20220519.pdf
- Certification for Federal Aid Contracts (Prime) available at [https://www.roads.maryland.gov/OPCM/Certification_for_Federal_Aid_Contracts_\(Fillable\)_20220721.pdf](https://www.roads.maryland.gov/OPCM/Certification_for_Federal_Aid_Contracts_(Fillable)_20220721.pdf)

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- Truth in Negotiations (Prime and Subcontractors) available at [https://www.roads.maryland.gov/OPCM/Truth_In_Negotiation_Certification_\(Fillable\)_20220722.pdf](https://www.roads.maryland.gov/OPCM/Truth_In_Negotiation_Certification_(Fillable)_20220722.pdf)
- MDOT DBE Form C (Prime with Subcontractors) available at [https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_C_\(Fillable\).pdf](https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_C_(Fillable).pdf)
- MDOT DBE Form D (Prime with Subcontractors) available at [https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_D_\(Fillable\).pdf](https://www.roads.maryland.gov/OPCM/MDOT_Federal_DBE_Form_D_(Fillable).pdf)
- Contractor Cost Certification (Prime and Subcontractors) available at [https://www.roads.maryland.gov/OPCM/Contractor_Cost_Certification_\(Fillable\)_20220722.pdf](https://www.roads.maryland.gov/OPCM/Contractor_Cost_Certification_(Fillable)_20220722.pdf)

The consultant shall provide executed DBE Form C and Form D documenting the subcontractor firm(s) participating toward the 10% DBE goal. The dollar value will be determined by the final negotiated contract price. When DBE firms participate on a contract as a Prime (including a prime in a joint venture) the certified DBE may count 100% of the work it performs with its own forces toward fulfilling the contract's DBE participation to the DBE participation goal of 10% of the negotiated contract price.

If the price proposal is required, the consultants shall follow the city issued executed offer form in a separated package.

Submission of any requested price proposals as required by this RFP must be electronically filled out, signed (electronic signature is acceptable) and submitted via three (3) separate pdf documents specifically named as follows

- Price Proposal: The consultant shall develop a time estimate required to perform the required services. The consultant shall exercise caution that the manhours proposed in the Price Proposal correspond and equate to the percentage distribution of man hours previously furnished in the Technical Proposal
- DBE Package
- Financial Statement and Data

Failure to upload the Technical Proposal Packet and/or the Price Proposal Packet to the correct site may result in the disqualification of your proposal.

The City of Rockville expects firms to utilize competitive overhead and labor rates. At the time of the negotiations, the Consulting firm and all proposed subconsultants shall submit a certified payroll and a current audited overhead rate established in accordance with 23 CFR 172.11(b)(1).

IMPORTANT: Please note the page limit in paragraph 7, Technical Submittal. Failure to comply with page limit may result in rejection of your submittal.

8 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposals will be available for public inspection after the award announcement, except to the extent that a Consultant designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Consultant's designation of material as confidential will not necessarily be conclusive, and the Consultant may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland or the Maryland Public Information Act, General Provisions Article, Sections 4-101 through 4-601, of the Annotated Code of Maryland, as applicable.

Attachment 1 – FEDERALLY-FUNDED CONTRACTS CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

**MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 1 OF 2**

THIS AFFIDAVIT MUST BE INCLUDED WITH THE BID/ PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT THIS AFFIDAVIT AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

1. DBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of _____ percent (_____ %). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

OR

I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the goal. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

2. Additional DBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:

- (a) Outreach Efforts Compliance Statement (MDOT DBE Form C - Federally-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (c) DBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified DBE participation goal.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or not susceptible of being selected for award.

**MDOT DBE FORM A
FEDERALLY-FUNDED CONTRACTS
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
PAGE 2 OF 2**

3. Information Provided to DBE firms

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

4. Products and Services Provided by DBE firms

I hereby affirm that the DBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

Attachment 2 – FEDERALLY-FUNDED CONTRACTS DBE PARTICIPATION SCHEDULE

**MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE**

PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE

PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.

PAGE 1 OF 2

***** STOP *****

**FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) DBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS ("DBE" for Federally-funded projects designation after NAICS Code). **WARNING:** If the firm's NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the DBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether a DBE firm is certified and eligible to receive DBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm's Products/Services Description in the DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or send an email to mbe@mdot.state.md.us.
5. The Contractor's subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet a DBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this DBE Participation Schedule.
6. For each DBE firm that is being used as **supplier/wholesaler/regular dealer/broker/manufacture**r, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the DBE participation goal:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the DBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** DBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the DBE participation goal, you may count **only** the amount of any reasonable fee that the DBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

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MDOT DBE FORM B
FEDERALLY-FUNDED CONTRACTS
DBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR DBE PARTICIPATION SCHEDULE
PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the DBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the DBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each DBE firm that is not being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the amount of the subcontract for purposes of achieving the DBE participation goal, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____%

Attachment 3 – City of Rockville Maryland General Conditions And Instructions



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

1. **TERMS AND CONDITIONS** The terms and conditions of this **Attachment 3** 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.

In the event of a conflict between the terms, conditions and instructions of this **Attachment 3** and the Federal And State Of Maryland General Conditions contained on Page 4 of this document, the Federal and State of Maryland terms, conditions and instructions shall prevail.

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. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder/proposer to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <https://www.rockvillemd.gov/bids.aspx> and <https://emma.maryland.gov/>.

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/proposers 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:

<https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=>
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 an offeror is interested in more than one proposal for a solicitation both as an offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award.

16. **COMPENSATION** Refer to Section 4 - Payment

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 consistent with the schedule of payments stipulated in the Contract, 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. Program information and registration can be viewed at the following web address:

<http://www.rockvillemd.gov/index.aspx?nid=234>

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.

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 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.
- 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 4 – City of Rockville detailed insurance requirements

INSURANCE REQUIREMENTS

Prior to execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor’s insurance shall be primary. The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work.

In no event may the insurance coverage be less than shown below.

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

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

Policy Cancellation

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

Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor’s Commercial and Excess/Umbrella Insurance for liability arising out of contractor’s products, goods, and services provided under the contract. Additionally, the Mayor and

Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

Subcontractors

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

Example:

Certificate Holder

The Mayor and Council of Rockville

City Hall

111 Maryland Avenue

Rockville, MD. 20850

Attachment 5
Maryland Department of Transportation
State Highway Administration

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

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

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

Contractor/Consultant Name	Date
Signatory position	
Contractor/Consultant Company	

RETURN THIS FORM WITH PROPOSAL

Attachment 6 – References

CITY OF ROCKVILLE BIDDER REFERENCE FORM

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a **minimum period of five (5) years**. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

2. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

3. Company Name _____
Address: _____
Contact Person: _____ Current phone #: _____
Email Address: _____
Contract Amount: _____ Name of your project supervisor: _____
Description of Work Performed: _____

RETURN THIS FORM WITH PROPOSAL

Attachment 7 – City Of Rockville Maryland Affidavit Form
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 8 – Respondent’s Questionnaire

RESPONDENT’S QUESTIONNAIRE

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

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual _____ Partnership _____ Corporation _____ Government _____

Number of Employees: _____ (company wide)
Number of Employees: _____ (servicing location)

Annual Sales Volume: _____ (company wide)
Annual Sales Volume: _____ (servicing location)

3. State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

6. ADD ANY ADDITIONAL QUESTIONS (FORMAT OPTIONAL) (CAN ALSO BE ADDED AS A WEIGHTED EVALUATION CRITERIA ITEM)

NAME OF BIDDER _____
RETURN THIS FORM WITH PROPOSAL