



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL # 08-25

REDGATE PARK IMPROVEMENTS: CONCEPT, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES

Proposals Due by 02:00 P.M., WEDNESDAY, AUGUST 20, 2025

ISSUED BY:

Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

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

Project Partially Funded Or Potentially Partially Funded By The Following

Applicable Federal Contract Provisions Are to the extent known on this date Incorporated Into This Solicitation As Attachment G – any federal agency providing funding may issue additional requirements relating to that funding – which must be incorporated into the RFP and any related documents to the extent applicable to this project.

Project Potentially Funded By State of Maryland Department of Natural Resources (DNR) Via U.S. Department Of The Interior National Park Service Land and Water Conservation Fund ("LWCF") State Assistance Program:

In the event U.S. Department Of The Interior National Park Service financial assistance is awarded, and the following provisions are still effective pursuant to Federal law, Contractors shall comply with the following provisions, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a "non-Federal entity" in this section shall mean the Mayor and Council of Rockville (hereinafter referred to as the "Mayor and Council"). Language in this Attachment shall override and supersede any conflicting language contained in the bid documents. Costs associated with the Contractor observing and complying with all Federal, State, County and City laws, statutes, rules, and regulations that affect the work to be done, as well as furnishing any and all documents, materials, or data developed as a result of any subsequent contract that may be requested by the City for reporting to State and Federal agencies shall be all inclusive of the bid price.

Project Partially Funded By State of Maryland Department of Natural Resources Program Open Space (POS) Local Grant Program:

There are no additional State or Federal requirements associated with this funding as the City's standard requirements, terms and conditions meet or exceed those contained in the grant. Costs associated with the Contractor observing and complying with all Federal, State, County and City laws, statutes, rules, and regulations that affect the work to be done, as well as furnishing any and all documents, materials, or data developed as a result of any subsequent contract that may be requested by the City for reporting to State and Federal agencies shall be all inclusive of the bid price.

Project Partially Funded By Chesapeake Bay Trust Urban Trees Award Program:

There are no additional Trust, State or Federal requirements associated with this funding as the City's standard requirements, terms and conditions meet or exceed those contained in the grant. Costs associated with the Contractor observing and complying with all Trust, Federal, State, County and City laws, statutes, rules, and regulations that affect the work to be done, as well as furnishing any and all documents, materials, or data developed as a result of any subsequent contract that may be requested by the City for reporting to the Trust, State and Federal agencies shall be all inclusive of the bid price.

MFD-V Outreach Program

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



Statement of "No Proposal Submittal"

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

I/WE HAVE DECLINED TO PROPOSE TO RFP 08-25, titled **Redgate Park Improvements: Concept, Design, and Construction Administration Services** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

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

REMARKS:

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

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

Authorized Signatory

Printed Name

Title

Date



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 08-25
REDGATE PARK IMPROVEMENTS: CONCEPT, DESIGN, AND CONSTRUCTION
ADMINISTRATION SERVICES**

RECEIPT AND HANDLING OF PROPOSALS

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **02:00 P.M. (ET), WEDNESDAY, AUGUST 20, 2025**. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution. Proposals delivered in any other fashion will not be considered. Properly submitted proposals will be opened in a virtual environment after the time set for receipt of proposals.

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

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

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

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

REQUEST FOR PROPOSALS (RFP) DOCUMENTS

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

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

PRE-PROPOSAL MEETING AND SITE VISITS

A virtual, telepresence pre-proposal meeting will be held on **02:00 P.M. (ET), TUESDAY, JUNE 17, 2025**. Offerors must register below in order to attend the meeting. This meeting is not mandatory; however, offerors are strongly encouraged to attend.

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

Prior to attending the pre-proposal meeting, offerors are encouraged to review the Re-Imagining RedGate Master Plan (<https://engagerockville.com/redgate-park>), as well as to take advantage of a City guided site visit to be conducted on **10:00 A.M. (ET), WEDNESDAY, JUNE 11, 2025** where the staff will not entertain questions, and/or visit the public site independently. In either event, offerors shall assume complete responsibility and liability for any and all visits. The site is located at 14500 Avery Road, Rockville, Maryland

SUBMITTAL OF QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Jonathan Pierson, Assistant Director of Procurement, via the City's Collaboration Portal no later than **10:00 A.M., MONDAY, JULY 07, 2025**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

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

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](https://www.rockvillemd.gov/2311/RedGate-Park-Arboretum-Master-Plan)

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

PROJECT DESCRIPTION

The City of Rockville is seeking proposals from qualified multidisciplinary design teams with expertise and experience in designing parks and arboretums. The expectation of the City is to implement the approved [Re-Imagining RedGate Park Master Plan](https://www.rockvillemd.gov/2311/RedGate-Park-Arboretum-Master-Plan) and continue the conversion of the former golf course into a park that is predominantly passive (~90%) and emphasizes natural, native habitats. For more information regarding the approved Master Plan, please visit <https://www.rockvillemd.gov/2311/RedGate-Park-Arboretum-Master-Plan>. Construction of the park will be performed in phases over multiple years based on available funding as this project is prime for outside funding, such as grants and donations. As such, the park will remain open during all phases of construction.

This project scope consists of:

- A) **Arboretum Design Development:** Perform site evaluation and existing site condition assessment to develop a multiphase plan that can be implemented over time to establish RedGate Park as an Arboretum. This plan should provide a roadmap to make the park a Level 1, Level 2, and Level 3 arboretum, and should consist of the following, at a minimum: establish a system inventory database to record existing conditions using GIS mapping and GPS location data; layout the arboreta plantings, paths and walkways, entrances, and feature landscapes; outline educational opportunities and signage; identify invasive species and establish an invasive species management plan; and, establish a detailed maintenance plan with proposed mowing, weeding, and watering schedule, and routine tree care recommendations. Include with maintenance plan a rough order of magnitude cost for yearly maintenance.
- B) **Existing Trail and Parking Lot Maintenance, Rehabilitation, and Enhancement Plan:** Perform an evaluation of the existing trails and parking lot, and provide a detailed maintenance, rehabilitation, and enhancement plan. The final plan should be focused on enhancing the current trail system in the park and should include mapping of all existing paved and non-paved pathways, identifying the pathways to remain, pathways to abandon and remove, the ADA-accessible routes to the features and amenities, and new pathways (paved and non-paved) to be added. The plan should also include general recommendations on rehabilitating and maintaining the existing parking lot, including ADA improvements.
- C) **Design Development:** Implement the Re-Imagining RedGate Park Master Plan through the design phase to develop a complete package of permit and bid-ready construction documents. This task will include the following: establish final configuration of the approved park features listed in the Master Plan (and outlined in the Key Design Elements section below); design of site, grading, and underground utilities for all amenities; design of the playground, picnic area, and community gardens; ADA accessible pathways to

each amenity as well as the existing dog park; re-align entrance road; demolish existing clubhouse; perform an entrance road traffic signal analysis; and, implementation of arboretum design elements necessary to achieve Level 1 arboretum status for the park. The City of Rockville reserves the right to split the Design Deliverables into as many as three separate bid packages based on construction estimates and available funding. The design team should anticipate presenting at up to four public meetings.

D) Construction Bid Support and Administration: The selected firm will assist the City with preparation of bidding documents and evaluation of bids received. (Note: the City's Procurement Division will be responsible for issuing and receiving bids, as well as development of the City's legal terms and conditions and contractual agreement forms). After award, design team will provide construction administration services through the duration of the first phase of construction.

AWARD

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

NOTICE TO OFFERORS/PROPOSERS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

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

EXPENSES ASSOCIATED WITH RESPONSE

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

REJECTION OF PROPOSALS

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

DISABILITY INFORMATION

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

W-9 FORM REQUIRED

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

NO CONTACT POLICY

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

CITY OF ROCKVILLE
RFP 08-25
SUBMITTAL CHECKLIST

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

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

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL



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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

REQUEST FOR PROPOSAL # 08-25

**REDGATE PARK IMPROVEMENTS: CONCEPT, DESIGN, AND CONSTRUCTION
ADMINISTRATION SERVICES**

I. PROJECT OVERVIEW

A. Intent.

The City of Rockville is seeking proposals from qualified multidisciplinary design teams with experience in providing concept design, design development, and construction administration services for parks and arboretums that are similar in size to RedGate Park (~130 acres).

The former golf course site was opened as a park in 2019. The expectation of the City is to implement the Reimagining RedGate Park Master Plan and create a park that is predominantly passive (~90%) and emphasizes natural and native habitat, with approximately five (5) miles of trails and pathways throughout.

The entire park will be developed within the concept of an arboretum, with arboretum interpreted to be an area devoted to specimen plantings of trees and shrubs including interpretive signage integrated into natural environments – it is, in a sense, an outdoor museum of trees. Various seasonal gardens will also be incorporated into the park, as will riparian grasses, passive lawn areas, meadows, and featured landscapes. The pathway network will provide access to the various plant collections and amenities throughout the park.

New features and amenities, including repair/realignment of trails and pathways, community gardens, an amphitheater, deck overlook, a nature playground, picnic area, and visitor's center, will be centrally located and interwoven with the natural habitat areas. These features will make up the ~10% active areas of the park.

Universal Site Design – Our goal is equitable accessibility philosophy that new developments should be designed to be usable by everyone, *to the greatest extent possible*, regardless of age, ability, or size, without the need for adaptation, the park should be designed to provide similar experiences to all members of the community. Major site design additions shall consider the current site conditions that may present or inhibit the ability to make ADA accessible amenities. When designing future amenities, site contours and topography should steer location to promote greater accessibility. This desire for equitable accessibility should play an integral part in the planning and layout of the park and its amenities.

Arboretum – Arboretum design shall follow qualifications and requirements of ArbNet Arboretum Accreditation Program to set a standard for the development of an arboretum. Specific goals for this program include: foster the establishment and professionalism of arboreta; identify arboreta capable of participating or collaborating in certain scientific, collections, or conservation activities; advance the planting, study, and conservation of trees to improve the world. The park will be designed as a minimum Level 1 (25+ tree and woody plant

taxa labeled) arboretum with potential to move towards a Level 2 (100+ tree and wood plant taxa labeled) or Level 3 (500+ tree and woody plant taxa labeled) arboretum in the future.

(Reference: ArbNet City Arboretum Toolkit:

<http://arbnet.org/sites/arbnet/files/City%20Arboretum%20Toolkit%2007-18-2023.docx.pdf>)

Environmental Site Design – With an emphasis on native and adaptive vegetation, bioswales, rain gardens, pervious pavements, and/or green roofs, ESD will be utilized and integrated into the landscape design of the park features. While some natural areas of the park may not be accessible to visitors with mobility concerns due to the existing steep terrain in certain locations, major new park features and experiences will be accessible to all.

Olmsted Design Principles – The park should be designed to take advantage of its existing unique characteristics, natural scenery, and topography, and preserve the existing ecology and natural features utilizing Olmsted’s Design Principles (<https://olmsted.org/the-seven-ss-of-olmsted-design/>). It should also incorporate sustainable designs with a focus on long-term maintenance.

B. Background.

RedGate Park is an approximately 130-acre site located in the City of Rockville at the intersection of Norbeck Road and Avery Road. The site operated as a golf course from 1974 and until December 2018.

There are currently five structures on site: the Pro Shop/Clubhouse, Storage Shed, Golf Cart Storage, Maintenance Vehicle Storage, and the pump house for the irrigation recharge well. The structures are closed to the public but are properly maintained. The structures are occasionally used by Recreation & Parks staff to support operations.

Water and sewer utilities for the existing facilities are provided by the City of Rockville. Although the part of the park falls within WSSC boundaries, the city provided the water and sewer utility service from Taft Court. The golf course also utilized an irrigation system that was fed from the SWM ponds; the recharge well partially fills the ponds. The irrigation system has been abandoned in place and no longer functions. The well, by State permit, is allowed to provide five million gallons annually, but the well has not been used since the golf course closed.

Since the golf course closed in 2018, the area has predominantly been used as a passive park for the public except for occasional events and programs. The golf course maintained roughly five (5) miles of asphalt paths during operations. Since 2018, the city has removed two sections of asphalt paths that were either duplicative or extremely steep. The park has developed a community of birdwatchers and nature-lovers who enjoy the passive nature of the park.

The City of Rockville utilizes the park for a few events each year. Hometown Holidays, a two-day festival held the Saturday and Sunday of Memorial Day weekend, has been held at the park for the past several years. During the festival, staff utilize the existing facilities, particularly the Pro Shop/Clubhouse which serves as the base of operations. In addition, the park hosts nature programming, as well as cross country running meets. The most recent addition to RedGate Park is fencing for an off-leash dog run, but the area requires an accessible route and ADA compliant features to be open for public use.

Since early 2021, the City has been leading a planning process for the development of a master plan that would be implemented in phases. The master plan process has been informed by extensive public input, analysis of existing park conditions, and guidance by Mayor and Council. The master plan was adopted by the Mayor and Council on October 17, 2022. This document should be the guiding document for the design.

C. Term of the Agreement.

The Contractor shall begin work within ten (10) calendar days after receipt of a Purchase Order. All work, which is not associated with the construction phase of the project, shall be completed within three hundred sixty-five (365) calendar days after receipt of a Purchase Order.

The anticipated term of this contract, in order to provide services related to the construction phase of the project, shall be for three (3) years from the date of a fully executed agreement. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of the renewal shall not exceed one (1) year.


D. Minimum Requirements.

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

- Experience (5 years and/or 5 projects) designing parks over 20 acres, where proposals demonstrating the following experience may be scored higher under the “Firm’s Qualifications and Experience” by evaluation committee members:
 - Firm’s lead park designer can demonstrate experience with Olmsted’s Design Principles.
 - Firm can demonstrate previous experience designing parks over 100+ acres.
- Arboretum experience five (5) years and/or five (5) projects) designing level 3 qualified arboretum.
- Experience (five (5) years and/or five (5) projects) designing projects for ADA compliance, where proposals demonstrating the following experience may be scored higher under the “Firm’s Qualifications and Experience” by evaluation committee members:
 - Firm experience with Universal Site Design

Proposer must provide references to include a minimum of five (5) projects of similar nature with contact information for each reference with the proposal for this project. In addition, the proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide documentation with your proposal shall be grounds for deeming your firm not qualified and removing the proposal from further consideration. This is a non-negotiable item.

E. Projected Project Timeline.

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP Issued	Monday, June 02, 2025
Site Visits (Self-Guided - Public Site) Guided 	Wednesday, June 11, 2025, 10:00 AM
Pre-Proposal Meeting	Tuesday, June 17, 2025, 02:00 PM
Offeror’s Technical Questions Due Via Collaboration Portal	Monday, July 07, 2025, 10:00 AM
Addendum To RFP Issued, If Required	Friday, July 18, 2025
Proposals Due Via Collaboration Portal	Wednesday, August 20, 2025, 02:00 PM

Contractor Oral Presentations, If Required	Fall 2025
Contractor Discussions/Negotiations	Fall 2025
Contract Award	Fall/Winter 2025
Notice to Proceed	Non-Applicable

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

F. Procurement Contact.

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

Jonathan Pierson, Assistant Director of Procurement

Telephone: (240) 314-8433

Email: jpierson@rockvillemd.gov

G. Contract Administrator.

The designated contract administrator following contract award will be:

Eric Grieshaber, Construction Project Manager

Recreation and Parks

111 Maryland Ave

Rockville, MD. 20850

Telephone: (240) 314-8609

Email: egrieshaber@rockvillemd.gov

Technical support will be provided by the Superintendent of Parks and Facilities:

Steve Mader, Superintendent of Parks & Facilities

Recreation and Parks

14625 Rothgeb Drive

Rockville, MD. 20850

Telephone: (240) 314-8702

Email: smader@rockvillemd.gov

II. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A. Project Scope (Scope Of Work)

1. Summary/Overview

This solicitation is to secure a qualified and experienced multidisciplinary design team with experience designing parks and arboretums to implement the Re-imagining RedGate Park Master Plan.

The selected firm is to complete the following tasks, each of which will be explained in more detail in subsequent sections:

Task A – Arboretum Design Development: Perform site evaluation and existing site condition analysis to develop a multiphase plan that can be implemented over time to establish RedGate Park as a certified arboretum. This plan should provide a roadmap to make the park a Level 1, Level 2, and Level 3 arboretum, and should consist of the following, at a minimum: establish a system inventory database to record existing conditions using GIS mapping and GPS location data; layout the arboreta plantings, paths and walkways, entrances, and feature landscapes; outline educational opportunities and signage; identify invasive species and establish an invasive species management plan; and establish

a detailed maintenance plan with proposed mowing, weeding, and watering schedule, and routine tree care recommendations. A Natural Resources Inventory and Forest Stand Delineation report will be provided.

Task B – Existing Trail and Parking Lot Maintenance, Rehabilitation, and Enhancement Plan: Perform an evaluation of the existing trails and parking lot, and provide a detailed maintenance, rehabilitation, and enhancement plan. The final plan should be focused on enhancing the current trail system in the park and should include mapping of all existing paved and non-paved pathways, identifying the pathways to remain, pathways to abandon and remove, the ADA-accessible routes to the features and amenities, and new pathways (paved and non-paved) to be added. The design should also include recommendations on rehabilitating and maintaining the existing parking lot, including ADA improvements.

Task C – Design Development: Implement the Re-Imagining RedGate Park Master Plan through the design phase to develop a complete package of permit and bid-ready construction documents for the first phase of construction. This task will include the following: establish final configuration of the approved park features listed in the Master Plan (and outlined in the Key Design Elements section below); design of site, grading, and underground utilities for all amenities; design of the playground, picnic pavilion area, slab-on-grade at future amphitheater location, and community gardens; ADA accessible pathways to each amenity as well as complete ADA compliance design for future dog exercise area; re-align the entrance road; perform an entrance road traffic signal analysis; and implementation of arboretum design elements necessary to achieve Level 1 arboretum status for the park. In addition, design team should anticipate presenting at up to four public meetings.

Specifically, the professional services shall include, but not be limited to, design and engineering services required to deliver comprehensive, complete construction documents. The City reserves the right to split the construction documents into as many as three separate construction bid packages, to be defined at a later date, dependent on construction cost estimates and available funding. The design team will assist with securing all applicable permits and preparing and reviewing bids for the selected Phase 1 construction bid packages.

Task D – Construction Administration: The selected firm will assist the City with preparation of bidding documents and evaluation of bids received. (Note: the City's Procurement Division will be responsible for issuing and receiving bids, as well as development of the City's legal terms and conditions and contractual agreement forms). After award, design team will provide construction administration services through the duration of the first phase of construction including review and approval of as-builts for Phase 1.

B. Key Design Elements (Technical Requirements And Deliverables)

Please refer to the Master Plan for more detail on the key design elements. Generally, the key design elements of the park are:

- a) Arboretum Requirements: RedGate Park is envisioned to be park with an arboretum as its primary amenity. The park will be designed as a minimum Level 1 (25+ tree and woody plant taxa labeled) arboretum at the first phase of construction, with potential to move towards a Level 2 (100+ tree and wood plant taxa labeled) or Level 3 (500+ tree and woody plant taxa labeled) arboretum in the future. The park features, as outlined in the Master Plan, are:

- i. Existing Forest – It is the City’s intent to enhance these existing stands through continued removal of invasive species and replacing with native species, as well as connecting forest fragments with new forest.
 - ii. New Forest – The City recently received a grant to begin afforestation and new tree plantings. To date, approximately 2,000 trees and shrubs will be planted during the spring 2024 planting season which will cover a few acres of the anticipated 29 acres shown in the Master Plan
 - iii. Feature Landscapes – feature landscapes are non-forest habitats, such as forest edges augmented with new understory trees, shrubs, existing and new meadow areas, as well as gardens (Sensory, Perennial, Pollinator, Meadows, Shrub, Riparian, etc.) that can be established as standalone features or incorporated into the landscape of other park features.
 - iv. Passive Areas/Lawns – RedGate Park includes a connected network of open lawn areas that link the many different park features and are ideal for showcasing of specimen trees that are, or will become, part of the arboretum collection.
- b) Paths and Trails Requirements: One of the primary features of RedGate Park is the trail and pathway network, which is comprised of both existing and new trails and pathways of varying lengths (from less than ½-mile to 3 miles).
- c) Existing Parking Lot Requirements: The existing parking lot will need renovation.
- d) Playground Area Requirements: Adjacent to the visitor center area, the playground, which must comply with CPSI and ASTM, will provide opportunities for nature-based play, complementary to the overall natural qualities of the park and using the natural topography where appropriate.
- e) Picnic Pavilion Area Requirements: A picnic area, adjacent to the playground and visitor center, is proposed around the perimeter of a central lawn area.
- f) Community Gardens Requirements: The community gardens should allow residents an area for planting crops and gardening within the shared use space.
- g) Dog Exercise Area Requirements: A fence has been installed for a dog exercise area at RedGate Park; however, it remains closed due to accessibility challenges. Design and construction administration should be included in the proposal to complete the accessible requirements and the remaining features of the dog exercise area, such as shade structure, domestic water hose bibbs, benches, etc.
- h) Entrance Road Requirements: The existing entrance road will be improved to align with the driveway across the street and improve the site lines along Avery Road.
- i) Future Construction Phases Requirements: Locating the following amenities for developing the underground utilities is part of this scope, **but design of the amenities is not**. The Master Plan identifies the most likely location for each amenity; however, final locations should consider Olmstead design principles and Universal Design Standards for accessibility.

- i. Deck Overlook Requirements: A low deck overlook is proposed along the pond shoreline, integrated into the Amphitheater. **Design of the Deck Overlook is included in Add Alt AL-1.**

C. Task A – Arboretum Design Development Requirements

- a. Summary: Perform site evaluation and existing site condition assessment to develop a multiphase plan that can be implemented over time to establish RedGate Park as an Arboretum. This plan should provide a roadmap to establish the arboretum from a Level 1 to a Level 2, and a plan to elevate the arboretum to a Level 3.
- b. Establish a system inventory database to record existing conditions using GIS mapping and GPS location data. Identify, document, and record all trees that are greater than 6-inches in diameter into the central database, with the trees' records linked to an ID number and location in the database. The record should also include the health assessment for each tree. A Natural Resource Inventory/Forest Stand Delineation plan will be performed under separate cover, and the information from this NRI/FSD will be provided to Consultant for use in this scope.
 - i. The inventory should also include topography, geology, streams, springs, ponds, wetlands, and any other observed feature of significance.
- c. Establish overall layout for the arboreta plantings, paths and walkways, entrances, and feature landscapes. Feature landscapes are considered non-forest habitats that can be established as standalone features or incorporated into the landscape of other park features, including, but not limited to, forest edges augmented with new understory trees, shrubs and scrub; existing and new meadow areas; gardens, such as sensory, perennial, pollinator, shrub, riparian, etc.; special or significant trees, or trees of unusual size, structure, or history; a natural water feature, such as a lake or waterfall; a specific viewing point within the park; or, a man-made statue or work of art. The layout for arboreta plantings shall consider concepts such as, but not limited to, group plantings, themed and non-themed plantings, and staggered plantings.
- d. Outline educational opportunities and signage. The signage should consist of educational signage, signage identifying rules and/or prohibited activities at the arboretum, and ADA signage identifying access routes to the arboretum features. Educational signage shall consist of simple labels identifying a plant's common and scientific names, as well as elaborate interpretive signage for feature trees and plants that provide detailed educational information on the species.
- e. Identify invasive species throughout the park and establish an invasive species management plan. Invasive species present a major stressor to RedGate Park and should be considered in all phases of park design. All landscape additions should have thoughtful native plant species that will be successful and overcome invasive pressures as well as being manageable within the landscape.
- f. Provide a deer management plan for the park. The deer population at RedGate Park presents a major concern for developing any planted area and the design must consider ways to mitigate damage from browsing. Any planted area shall be designed to overcome stressors from the deer population with deer resistant native species or other mitigation strategies.

- g. Establish a detailed maintenance/management plan with proposed mowing, weeding, and watering schedule, and routine tree care recommendations. Include an order of magnitude estimate for associated yearly costs that the City can use as an operating budget to maintain the park.

D. Task B – Existing Trail And Parking Lot Maintenance, Rehabilitation And Enhancement Requirements

- a. Summary: Perform an evaluation of the existing trails (paved and non-paved) and parking lot, and provide a detailed maintenance, rehabilitation, and enhancement plan using the Master Plan recommendations.
- b. Map all existing paved and non-paved trails and paths, identify current trail conditions, and provide recommendations for enhancing the current trail system. Recommendations should include identifying the trails to remain, the trails to abandon and remove, new trails (paved and non-paved) to be added, and ADA-accessible routes to park features and amenities. Recommendations should also include identifying areas where flexible pavement could be used to avoid excessive root pruning.
- c. Evaluate the existing parking lot and provide recommendations on rehabilitating and maintaining the existing parking lot.
- d. Consultant's recommendations should take into consideration ADA compliance and address any noncompliance. It is expected that all new major additions to the site be ADA compliant in both design and construction. Recommendations should include the potential need for additional ADA parking for planned amenities if needs aren't met with the current configuration.
- e. Consultant shall provide a preliminary order of magnitude cost estimate for the general recommendations.

E. Task C – Design Development Requirements And Deliverables

- a. Deliver to the City: Permitted and ready-to-bid Construction Documents (CDs) for the approved Phase 1 of construction, stamped and sealed by all designing professionals, that incorporate all project design team and code compliance comments and corrections, pertaining to site, civil, landscape, architectural, MEP, structural, fire protection, life safety, as applicable, and should include all sections, elevations, details, finishes, hardware, equipment and schedules. The consultant is to provide a complete set of construction documents for all pertinent trades, specialties and regulatory requirements prepared by a Maryland Licensed / Registered Architect(s) and Engineer(s) that complies all required permit approval requirements. The City reserves the right to split the construction documents into as many as three separate construction bid packages, to be defined at a later date, dependent on construction cost estimates and available funding. Design services include the following:
 - i. Determine Final Location of all amenities (needed for underground utility design)
 - ii. Underground Utilities – Electric, Water, Sewer
 - iii. Site Grading
 - iv. Landscape Plan

- v. Design of the following features (all to meet ADA compliance):
 - 1. Community Gardens
 - 2. Nature Playground
 - 3. Picnic and Pavilion Area
 - 4. Dog Exercise Area
 - 5. ADA Accessible Routes to each amenity
 - 6. Slab-on-grade at Amphitheater location
 - vi. New Entrance Road
 - 1. Design of new entrance
 - 2. Design of new monument sign
 - 3. Design of new connector sidewalk
 - 4. Traffic Signal Needs Analysis Study
 - vii. Parking Analysis to serve amenities
- b. All deliverables shall meet compliance with any applicable laws, regulations, codes, and ordinances, and be of quality prescribed by existing professional architectural and engineering standards and practices.
- c. Develop Technical Specifications which shall follow the standard 50 Division format of "Uniform System for Construction Specifications." Consultant to provide complete technical specifications in CSI MasterFormat for all pertinent construction, systems, building materials, and equipment.
- d. Compute and Document all required architectural and engineering calculations for code analysis review and compliance, including, but not limited to, Structural, Civil, Stormwater Management, Electrical, Short Circuit Analysis, Plumbing, Mechanical, Fire Protection, Ingress / Egress, Sewer, Forestry, ADA, etc.as applicable.
- f. Consult with Project Design Team and other City departments, regarding all known and prospective challenges regarding building locations, site preparation, utilities, vehicle/pedestrian entrances, storm/ground water management, traffic, soils engineering and all applicable restrictive laws, regulations and codes impacting Site Plan development. The consultant shall schedule, plan, and lead monthly design meetings, at a minimum in this phase of the project, involving representative(s) from specialty fields as appropriate for the stage of design development. The consultant will provide and distribute meeting minutes to project team within five (5) business days of the meeting.
- g. Engage a qualified, independent firm with an expertise in ADA compliance as part of the design team. Firm shall provide a peer review for ADA compliance with a written report as part of the 80% milestone submission. The Peer Review Firm is to submit a written report of their findings, suggestions, and identification of any non-compliance. Non-complaint findings are to be remediated prior to final design.
- h. Develop and deliver all necessary documents for a "Site Plan Amendment" and make presentation(s) to the City's Development Review Committee (anticipated at three virtual meetings). Consultant will be responsible for revisions and re-submissions based on comments received. Per initial conversations with the DRC, this Site Amendment will be considered a Mandatory Referral application and will utilize the same application, checklist, and submission requirements as a Site Plan Level 2. Information is available at:

- i. <https://www.rockvillemd.gov/2135/Development-Zoning>
 - ii. <https://www.rockvillemd.gov/DocumentCenter/View/549/Development-Review-Procedures-Manual?bidId=>
 - iii. https://rockvillemd.gov/DocumentCenter/View/50000/Site-Plan-STP-Application_FINAL-9_22_23
- i. Develop and deliver all necessary documents in accordance with City of Rockville Forest and Tree Preservation Ordinance, available at:
<https://www.rockvillemd.gov/1066/Forestry>
- i. A Natural Resources Inventory/Forest Stand Delineation (NRI/FSD) was performed under separate cover and will be provided for use in this scope. Consultant will be required to perform additional reconnaissance to supplement the NRI/FSD if additional information is needed in preparation of the Forest Conservation Plan.
 - ii. Forest Conservation Plan (FCP): When preparing and processing for approval by the City designee, a Final FCP submitted to the Planning and Development Services (PDS) office must be made at the same time the Site Plan submission is made to PDS. The project will be subject to forest conservation (based on the limits of disturbance), Minimum Tree Cover (based on the LOD) and potentially significant tree removal and replacement. The plan shall be prepared in accordance with the requirements of the FTPO, Rockville Forest Conservation Manual and the City of Rockville Environmental Guidelines. The consultant shall complete and submit the FCP application and checklist.
 - iii. A licensed Maryland Forester, Maryland Registered Landscape Architect or Qualified Professional in accordance with the Maryland Forest Conservation Act, must prepare the Forest Conservation Plan (FCP) for the 90% design submission.
- j. Develop and deliver all necessary documents in accordance with City of Rockville Stormwater Ordinance. If the City elects to split the Construction Documents into separate bid packages, each bid package will require a separate Stormwater Concept. The Stormwater Ordinance is available at:
<https://www.rockvillemd.gov/2375/Stormwater-Management-Permit>
- i. In accordance with Chapter 19 of the City Code, the consultant shall obtain a Stormwater Management Permit from the Department of Public Works (DPW).
 - ii. Prior to submission of 65% milestone deliverables, the consultant shall prepare and submit a Combined Pre-Application and Development Stormwater Management Concept report to DPW for the proposed construction activities.
 - iii. At 65% submission and upon approval of the Stormwater Management Concept, the consultant shall submit a Stormwater Management Permit Application, along with the stormwater management plans, appropriate checklists, and all computations.
- k. Include environmentally sustainable designs and products (ex: solar energy, water conservation etc.) throughout the project plans/specifications, when possible and financially responsible (ex: long-term costs to be lower than up front increased expense of equipment). Elements of LEED principles are encouraged throughout the project (certification will not be pursued).

- i. Where environmentally sustainable substitutions are proposed, a cost/benefit analysis shall be provided.
- l. Progress submittals for the design development phase are at 30%, 65%, 80% and 95% milestones.
 - i. Conceptual Layout of all amenities: Consultant will establish final configuration of the approved park features listed in the Master Plan. After layout is approved by the City of Rockville, consultant will retain the services of a geotechnical engineer to evaluate subsurface soil conditions at various locations across the site.
 - ii. 30% Milestone: Consultant will work from the approved amenity layout to detail drawings enough to provide a detailed cost estimate, itemized by amenity, that can help guide the city's future development plan. Consultant should present their first draft of the Stormwater Management Concept.
 - iii. 65% Milestone: Consultant will work from the approved amenity layout to present the "big picture" version of the drawings, with limited detail on trade specific drawings. Size, dimension, and layout of major design elements are shown, with preliminary details on coordination and relationships to other elements of the project. Basis of design specifications are provided for major components provided by third parties, if applicable. At this phase, the consultant's work is framed by the owner's vision of the project, established budget and pertinent code requirements. A preliminary construction schedule, a recommended construction phasing plan (divided roughly into \$2 million increments), a specifications book, and a revised engineer's cost estimate are to be included in this submission.
 - iv. 80% Milestone: This design milestone will address all comments from the 65% submission and add further detail to show coordination throughout all drawings and documents. Any conflicts between drawings should be identified and resolved prior to this submission. This milestone is to include details, such as equipment and/or finishes, as applicable, for the City's approval. This submission should meet compliance with all permit requirements and be sufficient for submittal to Peer Reviewers for evaluation and comment. A further developed preliminary construction schedule, phasing plan, specifications book and engineer's cost estimate are to be included in this submission. Analysis is made to ensure the project is constructable under the City's timeline and budget, and modifications are made if needed prior to submission.
 - v. 95% Milestone: This design milestone will address all comments from the 80% submission and any Peer Review(s) the City elects to commission in addition to the ADA Peer Review the consultant is responsible for providing. All materials, equipment, and finish selections, if applicable, are finalized and appropriately documented. This drawing set will be submitted for appropriate permits and major changes (absent direction from permit granting authorities) are not anticipated. Additionally, the specifications book is finalized with all pertinent divisions and add / deduct alternate descriptions and a final construction schedule and phasing plan is to be submitted for inclusion in the bid package.
- m. The selected firm will be responsible for submitting a schedule of deliverables, for the City's approval.

- i. Conceptual Layout 45 calendar days after the City issues the Notice to Proceed
 - ii. 30% progress drawings and engineer's cost estimate 30 calendar days after the City approves the Conceptual Layout.
 - iii. 65% progress drawings, specifications, construction phasing plan, and engineer's cost estimate 45 calendar days after the City approves the 30% progress drawings.
 - iv. 80% progress drawings, specifications, and engineer's cost estimate 60 calendar days after the City returns 65% review comments.
 - v. 95% progress drawings, specifications, and engineer's cost estimate 30 calendar days after the City returns 80% review comments.
 - vi. Permit ready drawings and specifications 210 calendar days (7 months) after the City makes a selection on which option to proceed.
- n. An electronic PDF file is acceptable for milestone submissions. Milestone submissions must include a transmittal letter describing work included and excluded from the design milestone set.
- o. Electronic CADD and PDF files of all consultant-produced products are to be submitted to the City.
- p. Prepare and submit all needed building, trade, and other permit application(s) as needed at this stage of the project. Revise plans as needed to obtain required permits.
- q. Assist the City with development of construction bid add and deduct alternates, including but not limited to drawings, narratives, or other support.
- r. Ensure that the design of the project complies with all applicable codes, laws, and regulations, such as, but not limited to, the following:
 - i. Americans with Disabilities Act as amended and 2010 ADA Standards of Accessible Design & Maryland Accessibility Code (COMAR 05.02.02)
 - ii. Building Code - 2018 International Building Code
 - iii. Mechanical – 2018 International Mechanical Code
 - iv. Plumbing - 2018 International Plumbing Code
 - v. Electrical – 2017 National Electrical Code (NFPA 70)
 - vi. Gas – 2015 International Fuel Gas Code
 - vii. Sprinkler – 2016 NFPA 13 Fire Sprinkler Code
 - viii. Fire Alarm – 2016 NFPA 72 Fire Alarm Code
 - ix. American Concrete Institute (ACI) Standards, latest edition
 - x. Maryland Standards and Specifications For Soil Erosion and Sediment Control (MDE) latest edition
 - xi. Energy Efficiency – 2018 International Energy Conservation Code
 - xii. City of Rockville Amendments:
<https://www.rockvillemd.gov/2169/Building-and-Safety-Codes>
 - xiii. City of Rockville, Department of Public Works Standards and Details for Construction, latest edition
 - xiv. Documents must be compatible with the City's Inspection Services Division's electronic permit application submission system (details at: <https://www.rockvillemd.gov/165/Permits-Inspections>).

F. Task D – Construction Bid Administration Services Requirements And Deliverables

- a. Review Construction Documents and assist City Project Team in the preparation of a complete and comprehensive Construction Phase 1 IFB package for public solicitation. The City reserves the right to split Construction Phase 1 into as many as three bid packages, to be determined at a later date, based on cost estimate and available funding.
 - i. Prepare a bid pricing sheet to be incorporated into the bid document that aligns with sections of the Engineer's Cost Estimate.
- b. Attend the Pre-Bid Conference (PBC) and provide the City with appropriate interpretation or clarification of design intent, whenever required during the PBC.
 - i. Provide written responses to specific design questions generated by the prospective bidders during the PBC.
- c. Provide written responses (through the City) to all written questions from the prospective bidders and provide the City with all necessary technical support and responses to bidder questions.
- d. Review the contractor's bid submission(s) and provide an evaluation to the City regarding their expertise, ability to complete the project within the specified schedule and any other pertinent information subsequent to submission review.
 - i. Assist the City with formulating any follow-up questions needed of bidder(s) and review of response(s).
- e. Provide Construction Administration Services for the duration of construction. Includes the following tasks:
 - i. In-person attendance for the pre-bid meeting, pre-construction meeting, all bi-weekly progress meetings, and a minimum of five formal (5) site inspections during the construction phase of the project.
 - 1. Each formal site inspection is to include a written report of findings evaluating the quality, quantity, and completeness of all work in place. If deficiencies are noted, a corrective action plan is to be developed by the construction contractor for review and approval by the consultant team.
 - 2. Specialty designers will attend bi-weekly progress meetings as needed.
 - 3. Minute Minutes will be provided within 5 business days.
 - ii. Prepare and submit all needed building, trade, and other permit application(s) as needed at this stage of the project.
 - 1. Revise plans as needed to obtain required permits.
 - iii. Shop drawing and submittal reviews.

1. Shop Drawings and Submittals shall be reviewed and responded to within 10 days of receipt unless an alternative schedule is agreed upon by the City.
- iv. Prepare Architect's Supplemental Instructions (ASIs), and submit to permitting office, as needed.
- v. Review and respond to Requests for Information (RFI) in a timely manner, seeking the City's input when needed.
 1. RFIs shall be reviewed and responded to within 10 days of receipt unless an alternative schedule is agreed upon by the City.
- vi. Review and approve all change orders and payment applications.
 1. Change Orders and Payment Applications shall be reviewed and responded to within 10 days of receipt unless an alternative schedule is agreed upon by the City.
- vii. Throughout the construction process, review progress status and report on schedule compliance.
- viii. Provide telephone and email consultations as necessary.
- ix. Assist in all project close-out procedures, including, but not limited to, review of warranty documentation, Operations and Maintenance Manual, Substantial Completion certificate, final payments, and retainage releases.
- x. Prepare final punch list and backcheck for completion.
- xi. Upon completion of the construction, review as-built "red-line" drawings submitted by the construction contractor and deliver formal as-built drawings version to the City for approval by authority having jurisdiction. This submission shall be made in Paper, PDF, CADD, and Mylar format, as needed.

III. GENERAL INSTRUCTIONS FOR PROPOSAL PREPARATION AND DELIVERY

A. Proposal Format.

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

1. Firm Qualifications and Experience – Section "A" (20 Points).

a. Table of Contents.

- b. **Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. The letter shall also

include a statement that the firm, if awarded the contract, shall executed the City of Rockville's Standard Professional Services Agreement and adhere to the City's insurance requirements.

- c. Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to the City.

This section must include a staffing plan, shown in organization chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. This section should also include:

- Name of the designated manager(s)
- Organization's name (e.g. – managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.
- Complete resumes or description of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor. Resumes are also to include any project experience with the City of Rockville.
- Portfolios for all managers to include projects related to the Category offered, which are similar in size and scope to the needs of the City of Rockville.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

- d. Subcontractors.** Proposers must list sub-contractors that shall be used to accomplish the scope of services. If no sub-contractors are going to be used then please state this in this section.
- e. Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that you firm has been involved in within the last five (5) years. The list shall include each project name and nature of litigation.
- f. Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include contact name, address, phone number, and fax number. The failure to produce financial

requirements may be grounds for disqualification of your proposal response and offer. The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

2. Similar Projects – Section “B” (15 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last five (5) years or currently underway by the proposer’s firm for Park and Arboretum Design, as follows:

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

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

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

3. Project Approach – Section “C” (30 Points).

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

4. Fee Schedule – Section “D” (35 Points).

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) selected respondent based upon the requirements outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations of a lump sum price. The Execution of Offer (Attachment A) should contain the total cost of your proposed services. Respondent must attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum:

- a. A lump sum fee proposal for completing the services described herein.
- b. An estimate of the hours and hourly rates that will be required by the lead Consultant and other members of the project team, including all sub-contractors, to complete the services and all deliverables described herein. Hourly rates shall include all profit, fees and other personnel expenditures.
- c. Identify all non-labor costs including plan copies, courier, mailing, data processing, forms, fax transmissions, telephone calls, printing and all other expenses or incidentals. No additional payment will be made for travel expenses.
- d. Provide rates for additional services beyond the ones provided for in the requirements.
- e. Provide hourly rates for additional meetings beyond those provided for in the specifications.
- f. Provide a rate for on-site presentations.

Failure to provide these costs may result in the disqualification of your proposal.

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

5. Additional Information/Required Forms – Section “E” (No Assigned Points).

Proposers shall include the following documents:

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

B. Delivery Requirements.

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

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov/Contract%20Insight%20-%20Collaboration%20Portal)

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

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

IV. EVALUATION CRITERIA AND SELECTION PROCESS

A. Written Proposal Evaluation.

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

Evaluation Criteria		
Tab Assignment	Category	Maximum Points
A	Firm's Qualifications and Experience	20
B	Similar Projects/References	15
C	Project Approach	30
D	Price Proposal/Fee Schedule	35
MAXIMUM TOTAL POINTS		100

B. Presentations/Demonstrations/Interview Evaluation.

Criteria	Possible Points
a. Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and the City's needs.	45
b. Ability to communicate project approach and technical concepts for providing solutions and support.	55
MAXIMUM TOTAL POINTS	100

C. Determining Responsibility.

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

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified.
2. The quality of the performance of previous contracts or services including previous performance with the City;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the City on a debt or a contract; whether the proposer is in default on surety to the City; or whether the proposer's taxes are delinquent.

D. Evaluation Committee.

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

E. Initial Evaluation of Proposals.

Each proposal is initially evaluated by the Procurement Division to ensure each proposal meets the minimum criteria as set forth in the solicitation document. A proposal tabulation sheet of the essential items required by the solicitation shall be prepared by the buyer and presented to

the Evaluation Committee for consideration and action. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline with all requested copies;
2. All documents requiring a signature have been signed and submitted; and,
3. Verification to ensure proper professional licenses or credentials, as required.

The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

F. Presentations/Demonstrations/Interviews.

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

G. Best and Final Offer and Negotiations.

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

H. Notice of Intent to Award.

The Procurement Division shall publicly post a Notice of Intent to Award on the City's website once an award decision is rendered.

(ATTACHMENT A)
**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

RFP # 08-25

REDGATE PARK IMPROVEMENTS: CONCEPT, DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

Task	Description	Price *
A*	ARBORETUM DESIGN DEVELOPMENT	\$
	Subtotal for Existing Condition Analysis and System Database	\$
	Subtotal for Arboretum Implementation Report	\$
B*	EXISTING TRAIL AND PARKING LOT MAINTENANCE, REHABILITATION AND ENHANCEMENT	\$
C*	DESIGN DEVELOPMENT TOTAL	\$
	Subtotal for 30% Design	\$
	Subtotal for 65% Design	\$
	Subtotal for 80% Design	\$
	Subtotal for 95% Design	\$
D*	CONSTRUCTION ADMINISTRATION SERVICES TOTAL	\$
	Provide hourly rates for personnel and services for this scope. Complete Form on following page.	
	* Provide a breakdown of personnel cost assigned to each task, on an hourly basis (on separate page).	
	TOTAL PRICE (A + B + C + D)	\$
AL-1	DESIGN OF THE DECK OVERLOOK	\$

NAME OF OFFEROR/PROPOSER
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

Personnel Hourly Rates and Labor Allocations <u>Included</u> in Proposal						
Title	Hourly Rate (fully loaded)	Task A ARBORETUM DESIGN Quantity of Hours	Task B EXISTING TRAIL/PARKING ASSESSMENT Quantity of Hours	Task C DESIGN DEVELOPMENT Quantity of Hours	Task D BID & AWARD SUPPORT Quantity of Hours	Total Fee (Hours x Hourly Rate)
Principal	\$					\$
Project Manager	\$					\$
Senior Architect	\$					\$
Junior Architect	\$					\$
Architectural Technician	\$					\$
Senior Engineer	\$					\$
Junior Engineer	\$					\$
Engineering Technician	\$					\$
Surveyor	\$					\$
Draftsperson	\$					\$
Consultant Project Manager	\$					\$
CAD Operator	\$					\$
Other (specify):	\$					\$
Other (specify):	\$					\$
Other (specify):	\$					\$
Miscellaneous (printing, delivery, postage) lump sum						\$
Total Fee	N/A		\$	\$	\$	\$
Total Hours	N/A					N/A

- Note: Attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum the data and information requested in Section III, Sub-Section (A)(4).
- Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.
- Note: Subconsultants including their fees and labor hours should be attached as part of the proposal.
- Note: All administrative and indirect costs are to be included within the pricing offered.
- Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**COMPENSATION FORMAT**

Confirm which compensation format is offered as set forth in Section 12:

Lump Sum _____ Progress Payments _____

MFD-V INFORMATION

Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes
 _____ no _____ I choose not to respond.

EXCEPTIONS

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

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

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

ADDENDA

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

EXECUTION

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

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

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)**IF AN INDIVIDUAL:**

NAME: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN_____
Signature

(SEAL)

Date_____
Print Signature

WITNESS: _____

Signature_____
Print Signature**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

BY: _____ (SEAL)

Signature_____
Date_____
Print Signature

TITLE: _____ WITNESS: _____

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

(ATTACHMENT A - CONTINUED)**IF A CORPORATION:**

NAME OF CORPORATION: _____

Street and/or P.O. Box_____
City_____
State_____
Zip Code_____
Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date_____
Print SignatureTITLE: _____ WITNESS: _____
Secretary's Signature_____
Print Signature

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

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS_____

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

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

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of

whose address is _____

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

I further affirm:

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

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

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

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

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

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

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

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

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

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

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

NON—COLLUSION AFFIDAVIT

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

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

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

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

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

Signature and Title _____ Date _____

NAME OF OFFEROR/PROPOSER _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)**RESPONDENT'S QUESTIONNAIRE**

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

Company Profile

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

NAME OF BIDDER _____

RETURN THIS FORM WITH PROPOSAL

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



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

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

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

4. **LATE BIDS/PROPOSALS** It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.
5. **PROPOSAL AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder/proposer to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will be posted via the city's designated electronic, software solution.

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

(ATTACHMENT D - CONTINUED)

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 by uploading a letter indicating the withdrawal or by uploading a modified file (proposal) via the City's electronic, software solution before the time specified, where the last time stamped, modified file (proposal) will be considered the as the offeror's proposal.
10. **MISTAKES** Bidders/proposer's are expected to be thoroughly familiar with all solicitation documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder/proposer shall carefully and thoroughly examine these documents for completeness. No claim of any bidder/proposer will be allowed on the basis that these documents are incomplete.
11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

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

(ATTACHMENT D - CONTINUED)

13. **PUBLICITY** Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.
14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION** **Multiple proposals uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a offeror is interested in more than one proposal for a solicitation both as a offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
16. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
17. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

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

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

(ATTACHMENT D - CONTINUED)

- 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

(ATTACHMENT D - CONTINUED)

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

(ATTACHMENT D - CONTINUED)

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.

(ATTACHMENT D - CONTINUED)

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.

(ATTACHMENT D - CONTINUED)

- 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.

(ATTACHMENT D - CONTINUED)

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

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

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

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

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

Policy Cancellation

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

(ATTACHMENT E - CONTINUED)**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:

Contract Number

The Mayor and Council of Rockville

City Hall

111 Maryland Avenue

Rockville, MD. 20850

(ATTACHMENT F)



SAMPLE ONLY
Do Not Complete Or Return

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE
AND CONTRACTOR

NOTE:

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BLANK**

**STANDARD FORM
AGREEMENT TO BE
DEVELOPED PRIOR TO
AWARD**

(ATTACHMENT G)**Appendix G: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

RFP 08-25 RedGate Park Improvements: Concept, Design, And Construction Administration Services

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

In the event U.S. Department Of The Interior National Park Service financial assistance is awarded, and the following provisions are still effective pursuant to Federal law, Contractors shall comply with the following provisions, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean the Mayor and Council of Rockville (hereinafter referred to as the “Mayor and Council”). Language in this Attachment shall override and supersede any conflicting language contained in the bid documents.

1. Equal Employment Opportunity

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise

(ATTACHMENT G - CONTINUED)

have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

(ATTACHMENT G - CONTINUED)

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

2. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Pursuant to Executive Orders 11625, 12138, and 12432 and 2 C.F.R. § 200.321, it is the Federal Government's policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and labor surplus area firms. Project sponsors must take all necessary affirmative steps to assure that these types of businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules that will encourage participation by small and minority businesses, and women's business enterprises;
- e. As appropriate, using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

3. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(ATTACHMENT G - CONTINUED)

- c. This certification is a material representation of fact relied upon by the Mayor and Council. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Mayor and Council, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Domestic preferences for procurements

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

5. Access to Records.

The following access to records requirements apply to this contract:

The Contractor agrees to provide the Mayor and Council, the U.S. Department Of The Interior or National Park Service Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the U.S. Department Of The Interior or National Park Service Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

The Mayor and Council and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department Of The Interior or National Park Service Administrator or the Comptroller General of the United States.

6. Contract Changes or Modifications

The Mayor and Council, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

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

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

(ATTACHMENT G - CONTINUED)

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

7. U.S. Department Of The Interior National Park Service Seal, Logo, and Flags

The contractor shall not use U.S. Department Of The Interior or National Park Service seal(s), logos, crests, or reproductions of flags or likenesses of U.S. Department Of The Interior or National Park Service agency officials without specific U.S. Department Of The Interior or National Park Service pre-approval.

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

This is an acknowledgement that U.S. Department Of The Interior National Park Service financial assistance may be used to fund a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, U.S. Department Of The Interior National Park Service policies, procedures, and directives.

9. No Obligation by Federal Government

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

(APPENDIX A)

RE-IMAGINING REDGATE PARK MASTER PLAN

**** CTR + CLICK ABOVE FOR MASTER PLAN HOMEPAGE OR PICTURE BELOW FOR MASTER PLAN ****



Re-Imagining RedGate Park

Master Plan

Adopted by Mayor and Council for the City of Rockville,
October 17, 2022



Mahan Rykiel Associates

Whitman, Requardt and Associates

(APPENDIX B)

RE-IMAGINING REDGATE PARK EXISTING CONDITIONS ASSESSMENT

**** [CTR + CLICK ABOVE FOR MASTER PLAN HOMEPAGE OR PICTURE BELOW FOR ASSESSMENT](#) ****



Reimagining RedGate Park

Existing Conditions Assessment

Spring 2021



Mahan Rykiel Associates

Whitman, Requardt and Associates

(APPENDIX C)**CITY MAPS & GIS INFORMATION**

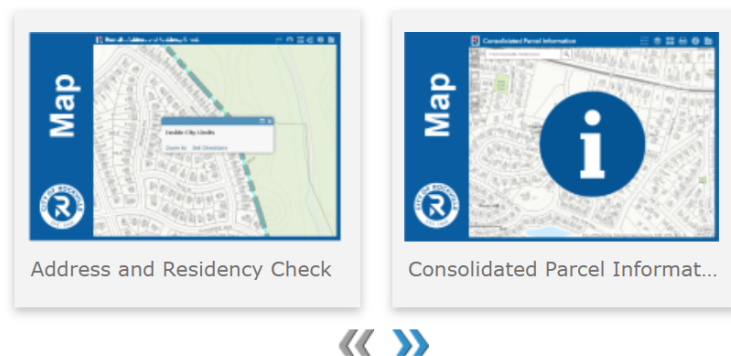
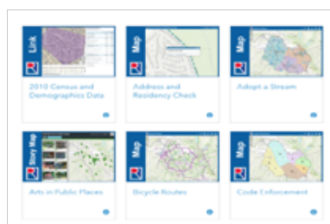
******* CTR + CLICK ABOVE FOR CITY MAPS HOMEPAGE OR BELOW FOR MAP GALLERY *******

CITY MAPS

Rockville's maps are a product of its Geographic Information System (GIS), a computer-based tool that combine hardware, software and data for storing, displaying and analyzing information which has a geographic, or locational, association.

At its very core the City of Rockville is a geographic entity, defined by its land area and everything that goes on within its boundary. Many types of physical and virtual assets are associated with geographic locations within the City. Data maintained in Rockville's GIS include streets and property parcels; zoning and neighborhoods; water, sewer, and storm drain utilities; parks and city facilities; and scores of other datasets.

Using a GIS for analysis can result in better decision making because it helps to answer questions and solve problems related to where things are, how dense or sparse they may be, what kinds of patterns or relationships may exist, what's nearby or within an area of interest, and how things have changed over time. And because GIS data can be visualized through maps, it can make complex information easier to understand.

Featured Maps**Map Gallery**

(APPENDIX D)

AERIAL OVERVIEW OF REDGATE PARK PROPERTY

Redgate Aerial Overview



(APPENDIX E)**AERIAL OVERVIEW OF REDGATE – STREAM BUFFER AND STEEP SLOPES**