



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL # 08-24

EXECUTIVE SEARCH SERVICES

Proposals Due by 2:00 P.M. ET., THURSDAY, OCTOBER 19, 2023

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

MFD-V Outreach Program

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



Statement of "No 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 jjlewis@rockvillemd.gov**.

I/WE HAVE DECLINED TO PROPOSE TO **08-24**, titled **Executive Search 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 # 08-24

EXECUTIVE SEARCH SERVICES

RECEIPT AND HANDLING OF PROPOSALS

Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until **2:00 p.m. ET on Thursday, October 19, 2023**. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution. Proposals delivered in any other fashion will not be considered.

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

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

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

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

SUBMITTAL OF QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to **Jessica Lewis, Director of Procurement**, via the City's Collaboration Portal no later than **Friday, October 6, 2023 at 2:00 p.m. ET**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

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

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

Please note, that it is the offeror'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 intent of this Request for Proposals (RFP) is for the City of Rockville to obtain proposals from qualified Executive Search Firms interested in assisting the Mayor and Council with the recruitment of the City Manager position.

AWARD

Award may be made to one or more qualified offerors obtaining the highest weighted score(s) by either combining price and technical qualifications, or separating price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

NOTICE TO OFFERORS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." 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 the assigned buyer or procurement representative is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

CITY OF ROCKVILLE
RFP 08-24
SUBMITTAL CHECKLIST

- _____ Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.
[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)

- _____ Complete and return the Execution of Offer (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 OFFEROR _____

RETURN THIS FORM WITH PROPOSAL



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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

REQUEST FOR PROPOSAL # 08-24

EXECUTIVE SEARCH SERVICES

I. PROJECT OVERVIEW

A. Intent.

The intent of this Request for Proposals (RFP) is for the City of Rockville to obtain proposals from qualified Executive Search Firms interested in assisting the Mayor and Council with the recruitment of the City Manager position. The City intends to award a contract to a firm that has the ability to design an effective City Manager recruitment process, oversee nationwide searches, target qualified candidates, and assist with screening and interviewing candidates. The contract awarded will be dependent upon the quality of proposals received. The selected firm will work with and assist the current governing body and the next governing body (to be sworn in on November 19, 2023) in designing the recruitment process.

B. Background.

The City of Rockville, Maryland is home to nearly 70,000 residents. It is one of the largest municipalities in Maryland and is the county seat of Montgomery County. It occupies 13.5 square miles within the metropolitan Washington, D.C. area, and is located 12 miles northwest of the nation's capital and 35 miles southwest of Baltimore. Rockville has easy access to the metro area through two Metro rail stations within the City and one other just outside the City. It is in proximity to major highways and three major airports.

Rockville possesses a strong sense of community and quality of life. It benefits from a highly-educated, ethnically-diverse and engaged citizenry, stable neighborhoods and a vibrant mixed-use downtown. The City has an employed labor force of over 80,000, with a major portion of the prestigious Interstate 270 biotechnology corridor located within the City's corporate limits.

The City of Rockville operates under the council-manager form of municipal government and derives its governing authority from a charter granted by the General Assembly of Maryland. The City of Rockville operates under a Council-Manager form of government, consisting of the Mayor and four Council members, all of whom are non-partisan and elected at-large, every four years. Two new council positions were created and will be filled in November as part of the 2023 election thus bringing the total number of elected officials to seven. The Mayor and Council appoints the City Manager to serve as the City's chief executive officer. The Mayor and Council also appoint both the City Attorney, and the City Clerk/Director of Council Operations. Each of these three positions serve at the pleasure of the Mayor and Council and operate as independent executive offices, with each of their respective employees reporting to them. The Department Directors serve at the pleasure of the City Manager and include the heads of the following departments: Finance, Human Resources, Information Technology, Police, Public Works, Community Planning and Development Services, Housing and Community Development, as well as Recreation and Parks.

The City employs approximately 570 full-time employees and has a total operating budget for fiscal year 2024 of \$157.2 million. The City provides a full range of services including: public safety; zoning and planning; one-stop location for licenses, permits, and inspections; water, sewer, stormwater, and refuse and recycling services; snow removal, leaf collection, street maintenance, and other public works functions; recreation and parks services; and special programs for senior citizens, youth, and low-income residents.

C. Term of the Agreement.

The anticipated terms of this contract shall be **one (1) year**. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of the renewal option shall not exceed one year.

D. Minimum Requirements.

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

The offeror must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

1. Offerors must demonstrate that the firm has been in business providing similar services for at least ten (10) years with demonstrated experience and expertise in the successful recruitment and placement of mid to high level management positions in a public/government agency similar in size to the City of Rockville. The offeror shall provide this documentation in the cover letter and the references provided.
2. Offerors shall provide, at a minimum, five (5) comparable references of current work being performed. These references must be for entities in which executive search services have been provided successfully on a consistent basis.

E. Projected Project Timeline.

<u>DESCRIPTION</u>	<u>TARGET DATE</u>
RFP Issued	Friday, September 29, 2023
Offeror’s technical questions due via the City’s Collaboration Portal	Friday, October 6, 2023
Addendum to RFP issued, if required	Monday, October 9, 2023
Proposals due to the City via the City’s Collaboration Portal	Thursday, October 19, 2023
Contractor oral presentations, if required (OPTIONAL)	TBD
Contractor discussions/negotiations	TBD
Contract Award	TBD
Notice to Proceed	TBD

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:

Jessica J. Lewis
City Hall – Procurement Division

111 Maryland Avenue
Rockville, MD. 20850
Telephone: (240) 314-8432
Email: jilewis@rockvillemd.gov

G. Contract Administrator.

The designated contract administrator following contract award will be:

Colette Anthony
Deputy Director of Human Resources
111 Maryland Avenue
Rockville, MD. 20850
Telephone: (240) 314-8470
Email: canthony@rockvillemd.gov

II. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

A. Development of a Recruitment Strategy and Process Timeline

The Contractor shall propose a recruitment strategy and submit a recruitment process timeline detailing the steps to be taken in the recruitment process, the length of time associated with each step, and the individuals responsible for each step. (Please note that the election will be held on November 7 and the new Mayor and Councilmembers will be sworn in on November 19)

B. Development of Announcement and Recruitment Material

The Contractor shall develop announcement and recruitment materials, including job announcement, position brochure, and other recruitment materials used to attract potential candidates.

C. Development of Position Brochure

The Contractor shall develop a comprehensive understanding of the duties and responsibilities of the identified position and shall develop a written position brochure to be agreed upon by the City prior to the start of the recruitment process.

D. Pre-Recruitment Deliverables

Detailed recruitment process timeline and position announcement/recruitment materials.

E. Recruitment Process:

1. Identify Potential Candidates

The Contractor shall work with the current and incoming Mayor and Council or designee, in developing a recruitment strategy. The strategy shall include accurate and enticing language describing the organization and position, as well as a specific action plan to

target and source a diverse, qualified candidate pool. This should include a detailed list of targeted advertising sites to be reviewed and approved by the City.

The Contractor shall identify potential contacts and conduct personal outreach recruiting to include an established candidate bank. The approach should take into consideration issues of confidentiality and the issues most likely to attract the best candidates.

2. National Recruitment

The Contractor shall use all necessary tools to recruit nationally, seeking out applicants who have a proven track record in the desired area of expertise, ideally in local government.

3. Diverse Recruitment

A diverse applicant pool is required. The Contractor shall develop a specific action plan to target recruitment efforts to attract a pool of qualified candidates from diverse backgrounds who vary by race, ethnicity, age, gender, and other protected categories, as well as qualified veterans.

4. Recruitment Deliverables

Comprehensive recruitment plan that addresses the specific source and methods of indirect and direct outreach to achieve national, regional, and local qualified candidates and plan to attract a diverse applicant pool. The Contractor should provide and describe in detail their current process for how this work is currently being done in each of the specified areas.

F. Review and Selection

1. Conduct Candidate Screening

The Contractor shall provide the City preliminary candidate lists of individuals meeting the requirements of the employment profile and providing all applications for the City to review.

2. Candidate Interviews

The Contractor shall work with the Mayor and Council or designee to develop and implement a process for evaluating the final candidates for the position, as well as coordinating interviews. The Contractor shall be responsible for the overall management of the process and shall facilitate the interview process.

3. Conduct Reference Checks and Verification of Credentials

A minimum of three (3) professional reference checks and extensive criminal and credit background investigations shall be conducted for all finalists forwarded to the City for consideration. At a minimum, reference checks will consist of candidate's prior or current supervisor or management. References from peers and or subordinates may be requested by the City. A reference check with the City/County or equivalent at each place of employment within the last ten (10) years should be made. Inconsistencies that cannot be resolved should be grounds for immediate termination of the applicant's candidacy. The

Contractor shall also conduct thorough background investigations to include, but not limited to, verification of academic credentials, Department of Motor Vehicles, criminal and credit history and civil litigation check for any candidate receiving a job offer.

4. Offer Coordination and Acceptance

The Contractor shall preliminarily discuss requirements with the preferred candidate when the Mayor and Council has determined an offer is appropriate. This information will be reviewed by the Mayor and Council to develop an offer of employment. This process shall continue until an agreement, as approved by the Mayor and Council.

5. Placement Guarantee

The Contractor shall provide a placement guarantee of a final candidate to include:

- a. If the selected individual leaves for any reason other than an act of God (such as incapacitation or death) within the first year, the Contractor shall repeat the search at no charge to the City.
- b. The Contractor shall agree to repeat the search, at no additional charge, if the City is not satisfied with the candidates presented.
- c. In addition, the Contractor shall not approach the selected individual for any other position as long as the individual is employed by the City.

G. Additional Services

1. The City may choose to request the Contractor provide additional support or services to meet City objectives.
2. The Contractor shall provide a separate flat, fixed fee to support the City with “non-executive” direct placement positions.

III. GENERAL INSTRUCTIONS FOR PROPOSAL PREPARATION AND DELIVERY

A. Proposal Format.

To provide each Offeror 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” (30 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 offeror, including a brief description of your firm’s location 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. **Offerors must also include a statement that the firm has been in business providing similar services for at least ten (10) years with demonstrated experience**

and expertise in the successful recruitment and placement of mid to high level management positions in a public/government agency similar in size to the City of Rockville.

- c. **Firm History/Structure.** Provide a brief history of firm, organizational structure, and describe the depth and breadth of experience the firm has in conducting successful high-profile recruitments.
- d. **Individuals and Qualifications.** Provide a list of staff to be assigned to recruitments. Include their position, detailed resumes that include similar successful contracts similar to the requirements contained in this RFP.
- e. **Similar Experience.** Describe your firm's experience with recruiting for mid to high level management or specialized positions for City or other local government.
- f. **Subcontractors.** Offerors must list sub-contractors that shall be used to accomplish the scope of work. If no sub-contractors are going to be used, then please state this in this section.
- g. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and nature of litigation.
- h. **Financial Information.** Provide an official letter from the offeror's financial institution detailing the financial status of the offeror. The letter shall include contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your proposal response and offer. The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

2. Similar Projects – Section “B” (20 Points).

To demonstrate experience and success in conducting similar work, the offeror shall provide a minimum of five (5) public/government agency 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 offeror's firm, as follows:

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

Failure to include references may be cause for rejection of proposal as non-responsible.

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/Ability to meet Requirements – Section “C” (30 Points).

- a. Specifically state your firm’s ability to provide extensive recruitment services for the City Manager position.
- b. Provide a detailed recruitment process timeline, position announcement, recruitment materials, and position descriptions for three (3) most recent mid to high level recruitments, preferably an Executive level position.
- c. Describe how your firm would interact with the Mayor and Council to prepare and manage a recruitment process. For example, would the meetings be face-to-face, via video conference, conference calls, etc.
- d. Describe how your firm is conducting recruitment and what strategies are being employed to attract and retain diverse candidates. Provide specific and detailed information about timetables to include developing qualification criteria, screening process for identifying qualified candidates.
- e. Describe and elaborate on your firm’s resources and capacity to conduct a national search and recruitment.
- f. Identify and describe your firm’s core area of expertise for talent acquisition for specialized areas of expertise such as Law Enforcement, Information Technology, etc.
- g. Identify and describe the types of resources your firm possesses to conduct a successful nationwide recruitment.
- h. Describe your firm’s offered placement guarantees.

4. Fee Schedule – Section “D” (20 Points).

The Execution of Offer (Attachment A) should contain the total cost of your proposed services. Offerors must include within the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum:

- a. Provide a detailed, not-to-exceed cost proposal. Breakdown shall include, at a minimum, pricing for each item listed in the Scope of Work. Each phase of the project should have a clearly delineated cost. Pricing shall be presented in a format similar to that of Attachment A. The City reserves the right to select all or part of the services offered.
- b. Separate line item pricing shall be included for additional services that your firm intends to offer as part of a comprehensive recruitment process.
- c. Each line shall include all applicable expenses, including, but not limited to, travel expenses, material production costs, advertising costs, etc.

- d. Provide hourly rates for all proposed staff in the event the City requests additional related services beyond those contained herein.
- e. Provide a fixed fee for non-executive direct placement positions.

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).

OPOfferors shall include the following documents:

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

B. Delivery Requirements.

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

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

Two (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	30
B	Similar Projects/References	20
C	Project Approach/Ability to Meet Requirements	30
D	Price Proposal/Fee Schedule	20

MAXIMUM TOTAL POINTS	100
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B. Presentations/Demonstrations/Interview Evaluation. (OPTIONAL)

Presentations/Demonstrations/Interview Evaluation Evaluation Criteria	
Criteria	Maximum Points
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	50
Ability to communicate project approach and technical concepts for providing solutions and support	50
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 offeror’s ability to meet or exceed the following criteria:

1. The offeror’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 offeror with laws and ordinances relating to the contract or service;
4. Financial resources of the offeror to perform the contract or provide the service; and,
5. Whether the offeror is in arrears to the City on a debt or a contract; whether the offeror is in default on surety to the City; or whether the offeror’s taxes are delinquent.

D. Evaluation Committee.

The Evaluation Committee is comprised of Mayor and Council with assistance from staff. The assigned buyer serves as the non-voting chair of the committee. The Mayor and Council will make the final decision.

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 offeror's response to this RFP.

F. Presentations/Demonstrations/Interviews (OPTIONAL).

Based on evaluation by the Evaluation Committee, the City may request that some or all offerors provide presentations/demonstrations to the Evaluation Committee and/or conduct interviews with the selected offerors regarding qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Division will notify all offerors 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 HR. 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 # 08-24**

EXECUTIVE SEARCH 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.

A. Single Recruitment	
1. Pre-Recruitment	\$
2. Development of Announcement and Recruitment Materials	\$
3. Development of Position Description	\$
Total - Pre-Recruitment	\$
B. Recruitment	
1. Identify Potential Candidates	\$
2. National Recruitment	\$
3. Targeted Recruitment	\$
4. Advertising	\$
Total - Recruitment	\$
C. Review and Selection	
1. Conduct Candidate Screening	\$
2. Candidate Interviews	\$
3. Conduct Reference Checks and Verification of Credentials	\$
4. Offer Coordination and Acceptance	\$
Total – Review and Selection	\$
Total Not-to-Exceed Amount per Candidate (includes all expenses):	\$
OPTIONAL – Community Meetings	\$
HOURLY RATES FOR ADDITIONAL SERVICES	
Note: The hourly rate shall be inclusive of all reasonable charges to the City	
Staff Category	Rate
	\$
	\$
	\$
	\$
	\$

Category	Fixed Fee
Non-Executive Direct Placement Positions	\$

(ATTACHMENT A - CONTINUED)

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/OFFEROR _____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

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

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ Signature (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) Date

Signature

_____ Print Signature

TITLE: _____ WITNESS: _____

Signature

_____ Print Signature

**NAME OF OFFEROR/OFFEROR _____
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 Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City State Zip Code

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

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF OFFEROR/OFFEROR _____
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

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/OFFEROR _____

RETURN THIS FORM WITH PROPOSAL

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.

(ATTACHMENT C)
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/offeror to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution.

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

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

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

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

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

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

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. **PUBLICITY** Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.
14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION** **Multiple proposals uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a offeror is interested in more than one proposal for a solicitation both as a offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within 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.
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/offeror 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 offeror, if default occurs within the initial contract period and the second ranked offeror agrees to hold its proposal price, or the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
26. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City

determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

- 27. ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.
- 28. CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

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

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

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

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

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

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

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

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

- 31. RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund

the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

- 32. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.
- 33. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
- 34. SUBCONTRACTING** When allowed, offerors who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the nature and extent of the work utilized during the life of the contract.
- This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
- 35. RESERVATIONS** The City reserves the right to add or delete any item(s) from the proposal in whole or in part at the City's discretion without affecting the proposal prices for any item or remaining work. The City may waive minor differences in specifications in proposals provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.
- 36. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.
- 37. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

- 38. NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
- 39. PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
- 40. RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
- 41. PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

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

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

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

- 43. ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this

contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

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

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

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

46. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
47. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit, or refer for a fee for employment under the contract an individual knowing the individual is an unauthorized 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 D)**INSURANCE REQUIREMENTS**

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

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

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

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

Additional Insured

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

Subcontractors

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

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850