



City of Rockville  
Rockville, Maryland

**REQUEST FOR QUOTE RFQ 036/FY23**  
**On-site Security/Crowd Management Services**  
**Quotes Due by 2:00 P.M., Wednesday, March 22, 2023**

ISSUED BY:  
Jessica Lewis  
Director of Procurement  
Procurement Division  
City of Rockville, City Hall  
111 Maryland Avenue  
Rockville, Maryland 20850  
Phone: (240) 314-8432  
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](mailto:pryan@rockvillemd.gov) or 240-314-8434.**



**Statement of "No Quote Submittal"**

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

I/WE HAVE DECLINED TO BID ON **RFQ 036/FY23** titled **On-site Security/Crowd Management 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 the Request for Quotes.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**City of Rockville**  
**RFQ 036/FY23**

**Submittal Checklist and Signature**

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

\_\_\_\_\_ Responses shall be submitted 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)

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

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

\_\_\_\_\_ Did you complete the reference check form in attachment A?

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

\_\_\_\_\_ **Did you include your proof of SAFETY Act Designation and Certification for Event Security Services from the Department of Homeland Security (DHS)?**

\_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<https://dat.maryland.gov/Pages/default.aspx>

PAYMENT TERMS: NET 30 DELIVERY: \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER

PROMPT PAYMENT DISCOUNT: \_\_\_\_% FOR PAYMENT WITHIN \_\_\_\_ DAYS

COMPANY LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
SIGN YOUR NAME DATE

\_\_\_\_\_  
PRINT YOUR NAME

TELEPHONE# \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ FEDERAL ID#/OR SS# \_\_\_\_\_

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

**PART I**  
**PROJECT OVERVIEW**  
**On-site Security/Crowd Management Services**

**1. INTRODUCTION**

Rockville is regarded as one of America’s leading small cities for work, for play and for life. Rockville is a city that remembers and reveres its roots, its commitment to citizen-centric public service, to the planet and to the connectivity of its neighborhoods and residents. Rockville is a place one can truly and proudly call "my hometown." It is a place that looks and feels like home, where people and government work to maintain the intimacy and warmth that “hometown” connotes. A place where, despite our differences, neighbors know and care about each other and the community they share.

**2. BACKGROUND**

Rockville’s Department of Recreation & Parks produces more than twenty (20) special events annually, which include three (3) premier events. Rockville’s Hometown Holidays Celebration features local flavor, typically including two stages of entertainment by local acts, a Taste of Rockville food and beverage event, and activities for kids. Rockville’s Independence Day Celebration is held annually at Mattie J.T. Stepanek Park in its King Farm neighborhood. This location offers wonderful spectator viewing, and ample and convenient parking for its 4th of July festivities, which include live music and a twenty (20) minute fireworks display. Rockville’s Rocktoberfest Celebration typically features two stages of entertainment, including German and rock music. Guests can also enjoy beverages for sale by local breweries and participants, food, and an artisan shopping area. Additional information about the City’s Special Events can be viewed at the web address furnished directly below:

<https://www.rockvillemd.gov/406/Special-Events>

**3. PURPOSE**

The purpose of this Request for Quotes (RFQ) is to establish an annual agreement by hiring a single qualified contractor to provide on-site event security/crowd management services on an as needed basis for special events on City-owned property. This contract is for use by the City of Rockville’s Department of Recreation and Parks. The established agreement may also be used by other City departments for other events not specifically mentioned in this RFQ.

Bidders responding to this request must be responsible, regularly and practically engaged in providing the services requested by this RFQ. Bidders must also possess ample resources for fulfilling the requirements as detailed in this RFQ. Work shall be in accordance with all specifications, terms and conditions herein.

**PART II**  
**INSTRUCTIONS TO BIDDERS**

**1. STATEMENT OF CONFIDENTIALITY**

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

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

**2. TERM OF AGREEMENT**

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

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.

**3. QUESTIONS AND INQUIRIES**

Questions pertaining to this bid may be submitted via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **Friday, March 10, 2023 at 5:00 p.m. ET**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

**4. PROCUREMENT POINT OF CONTACT**

Jessica Lewis, Director of Procurement  
240-314-8432  
[jjlewis@rockvillemd.gov](mailto:jjlewis@rockvillemd.gov)

**5. TECHNICAL CONTACT**

Kyle France, Event Operations Supervisor  
Parks and Recreation  
240-314-8605  
[kfrance@rockvillemd.gov](mailto:kfrance@rockvillemd.gov)

**6. ADDENDUMS**

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

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

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

## 7. SUBMISSION DEADLINE

In order to be eligible for consideration, quotations must be received within the collaboration portal **only** no later than **Wednesday, March 22, 2023 at 2:00 p.m. EST.**

## 8. DELIVERY INFORMATION

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

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

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

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

## 9. DURATION OF QUOTATION

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

## 10. BASIS OF AWARD

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

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

## 11. OPTION TO RENEW CONTRACT PERIOD

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of

Procurement. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contactor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include as a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 90 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).

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

## 12. REFERENCES

Bidder is to provide at least three (3) references (City's Reference Form, attachment A) and submit with the quote. The references must be for work performed within the past five years and for whom the bidder has provided similar goods/services of similar size and scope as determined by the City of Rockville.

## 13. INSURANCE REQUIREMENTS

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

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

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

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

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <b>Workers' Compensation</b> 2. <b>Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>

	Bodily Injury by Disease: \$100,000 each employee	
<b>3. Commercial General Liability</b> a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>4. Automobile Liability</b> a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
<b>5. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

### A. Policy Cancellation

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

### B. Additional Insured

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

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



#### **14. TERMS AND CONDITIONS**

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

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

#### **15. ENVIRONMENTAL IMPACT**

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.

#### **16. COOPERATIVE PROCUREMENT**

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

#### **17. COVID-19 VACCINATION REQUIREMENT**

**SEE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.**

## **PART III SPECIFICATIONS**

### **1. Work Standards**

The contracted crowd management company must demonstrate expertise in all areas of crowd management, unarmed event security, safety, and protection with a proven track record of successful collaborating in previous partnerships with similar events.

Personnel are expected to enforce event policies and procedures, while using a customer centric approach. Work shall be performed in accordance with the specifications and performance standards herein. The City's Event Operations Supervisor or designated event staff will determine all questions which may arise as the quality and acceptability of work performed under this agreement.

If, in the opinion of the City's Event Operations Supervisor or designated event staff, the contractor's performance becomes unsatisfactory, the contractor will be notified in writing of specifics requiring corrective action, and corrective action shall be promptly taken. Contractor's failure to correct will be grounds to terminate the agreement.

### **2. Safety**

The contractor shall be responsible for instructing their employees in the appropriate security and safety measures required to protect the City's event staff and residents who may be attending a special event.

The contractor or contractor's employees shall be responsible for reporting to the designated special event staff contact person(s) any circumstances which may be of an unhealthy or hazardous condition to any attended of the special event.

It is the responsibility of the contractor to instruct their employees that all articles of personal or monetary value found and not belonging to the contractor's employee are to be turned in to the designated special event staff contact person(s) at the earliest time.

### **3. Subcontracting**

There shall be no subcontracting or assignment of work delegation for this agreement.

### **4. Contractor Training and Certification Requirements**

**Contractor must possess and submit proof of "SAFETY Act Designation and Certification for Event Security Services" from the Department of Homeland Security (DHS) with their quote submittal.**

In the performance of the work under these specifications, the contractor shall be responsible for promptly obtaining all other necessary permits, background checks, training, licenses and/or

registration cards in compliance with all applicable federal, state, and municipal statutes. If any fines are incurred by the contractor, satisfaction of said fines is the sole responsibility of the contractor.

The City reserves the right to request copies of proof of training, background checks, or licenses as outlined above during the duration of the agreement. The City also reserves the right to terminate the agreement if information is determined to be insufficient or non-existent.

## **5. Contractor Uniforms**

All staff must be clearly identifiable and in matching uniforms unless otherwise requested by the City. Uniforms shall include at a minimum; white or colored polo shirt/colored jacket, black pants, black shoes. Supervisors must be designated with a professional uniform that is different from the crew they are supervising. Additional inclement or seasonal gear must be provided by contractor. All uniforms must have a company patch or emblem on the front. When appropriate, "Event Staff" or company name should be designated on back of uniforms.

Flashlights are considered part of a uniform and contractor must supply to all events where they are required.

Earplugs to reduce sound are considered part of a uniform and contractor must supply to all events where they are required.

## **6. Equipment**

Contractor shall furnish, maintain, and replace, at contractor's expense, handheld radios with headset for appropriate number contractor's staff at all events. Headsets shall include at least one earpiece and a microphone. The Contractor and City shall mutually agree on actual number of radios to be used for other events which require personnel for crowd management.

Contractor is to provide one radio for use at Event Operations Center. Approximate numbers of radios for events are provided below:

<b>Event Personnel</b>	<b>Event Personnel Radios</b>	<b>Radio for Operations Center</b>
1-10	4	1
11-20	8	1
21-30	12	1

## **7. Event Dates and Locations**

### **Hometown Holidays:**

Year 1: May 27-28, 2023 (Redgate Park, 14500 Avery Rd., Rockville, MD. 20853)

Year 2: May 25-26, 2024 (Location TBD)

Year 3: May 24-25, 2025 (Location TBD)

### **July 4<sup>th</sup> Independence Celebration:**

Year 1: July 4, 2023 (Mattie JT Stepanek Park, 1800 Piccard Dr., Rockville, MD. 20850)

Year 2: July 4, 2024 (Location TBD)  
Year 3: July 4, 2025 (Location TBD)

**Rocktoberfest:**

Year 1: Saturday, September 30, 2023 (Rockville Town Center, Rockville, MD. 20850)  
Year 2: Saturday, October 5, 2024 (Location TBD)  
Year 3: Saturday, October 4, 2025 (Location TBD)

**8. Projected Needs:**

The following is a projection of anticipated crowd management needs for events. Projections are subject to change based on the scope of work and event needs.

Event	Position	Quantity/ Staff	Shift Hours	Total Hours
<b>Hometown Holidays</b>				
10 a.m. to 9 p.m. on Saturday, May 27, 2023	Supervisor	1	11	11
	Event Security	10	11	110
10 a.m. to 9 p.m. on Sunday, May 28, 2023	Supervisor	1	11	11
	Event Security	10	11	110
<b>Rockville Independence Day Celebration</b>				
3 – 11 p.m. on Tuesday, July 4, 2023	Supervisor	2	8	16
	Event Security	18	8	120
<b>Rocktoberfest</b>				
9:00 am-7pm on Saturday Sept 30 <sup>th</sup> 2023	Supervisor	1	10	10
	Event Security	2	10	20

**PART IV  
QUOTE FORM  
RFQ 036/FY23 On-site Security/Crowd Management Services**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

<b>Position</b>	<b>*Total hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Supervisor	38	\$	\$
Event Security	340	\$	\$
Grand Total:			\$

**\*Total hours provided are estimates and for evaluation purposes only. Total hours required to cover each event are based on the sole discretion of the City.**

**Hourly Rate (other events)**

<b>Position</b>	<b>Hourly Rate</b>
Supervisor	\$
Event Security	\$

**COMPLETE AND RETURN WITH QUOTE**

**ATTACHMENT A**  
**REFERENCES**

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

1. Company Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_

Description: \_\_\_\_\_

2. Company Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_

Description: \_\_\_\_\_

3. Company Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Contract Amount: \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_

Description: \_\_\_\_\_

**COMPLETE AND RETURN WITH QUOTE**

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

I hereby affirm that: I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_

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

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

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

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

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

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

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

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

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

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

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

**NON—COLLUSION AFFIDAVIT**

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

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

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

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

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

Name of Firm \_\_\_\_\_

Signature and Title \_\_\_\_\_

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

**COMPLETE AND RETURN WITH QUOTE**



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

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

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

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

4. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
5. **ADDENDUM** In the event that any addendum to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution.

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

6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within sixty (60) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, and F.O.B. Destination basis only unless otherwise specified herein.



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

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

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

26. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
27. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
28. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.
29. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
30. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
31. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
32. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
33. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
34. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents is at the site.
35. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

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

36. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
37. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
38. **EQUAL EMPLOYMENT OPPORTUNITY** The contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

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

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

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

41. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
42. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
43. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

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

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

45. **NOTICE TO BIDDERS** Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).
46. **QUALIFICATION TO CONTRACT WITH PUBLIC BODY** Bidders must be qualified to bid in the State in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City