

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL #19-07  
ROCKVILLE PIKE CORRIDOR NEIGHBORHOOD PLAN: UPDATE**

Sealed proposals addressed to the City of Rockville, Maryland for Rockville Pike Corridor Neighborhood Plan: Update For the City of Rockville will be received at Rockville City Hall, Purchasing Division, Attention: Eileen Morris, Contract Officer, 111 Maryland Avenue, Rockville, Maryland 20850 until **3:00 PM, FRIDAY, DECEMBER 8, 2006**. No proposals will be accepted after that time.

**RECEIPT AND HANDLING OF PROPOSALS**

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing 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.

**PROPOSAL DOCUMENTS**

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Call the Purchasing Division at (240) 314-8430 to have the RFP mailed.
3. Visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

**PROJECT DESCRIPTION**

The Rockville Pike Corridor Neighborhood Plan was adopted in 1989. The majority of the corridor was rezoned under a new classification called the Rockville Pike Commercial (RPC) zone. The goal of this reclassification was to help promote a mix of uses. In addition to the reclassification, a Metro Performance District was established as an element of the RPC zone near the Twinbrook Metro Station to encourage dense mixed-use development around the metro station and to encourage transit ridership.

Several Planning Studies are being undertaken in this area: the Twinbrook Sector Plan process, which is being organized by staff of the Maryland-National Capital Park and Planning Commission, Montgomery County, and the Twinbrook Metro Performance District Design Guidelines Update by the Department of Community Planning and Development Services, City of Rockville. Redevelopment is also occurring in the corridor, notably the approval of the Twinbrook Commons site plan, a mixed-use development that will have 1,595 residential units, 325,000 square feet of commercial space, 220,000 square feet of retail space, 2,409 private parking spaces, and 1,151 WMATA parking spaces. Agenda sheet for the Twinbrook Commons site plan approval can be found at: <http://www.ci.rockville.md.us/mayor-council/2005/10-05/Agenda-Item14.pdf>

The City of Rockville's objective is to engage the services of a qualified professional or firm(s) to assist with updating its 1989 Rockville Pike Corridor Neighborhood Plan and to incorporate several new key elements: the creation of form based design guidelines for the corridor; recommendations for improving transportation circulation including road connections, transit and pedestrian access; an analysis of the economic development recommendations, recommendations for the development of a quality environmental; and an extensive public involvement process. The updated Plan should address these issues and provide a coordinated and comprehensive vision and strategies for the future.

#### **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held at the Rockville City Hall, Mayor and Council Chambers, Third floor, 111 Maryland Avenue, Rockville, Maryland, on **Tuesday, November 14, 2006 at 11:00 a.m.** While attendance is not mandatory, all bidders are strongly urged to attend. Qualified professionals or firms planning to attend the pre-proposal meeting are requested to email their name, e-mail address, phone and fax numbers to Mayra Bayonet at [mbayonet@rockvillemd.gov](mailto:mbayonet@rockvillemd.gov).

#### **SUBMITTAL OF PRE-PROPOSAL QUESTIONS**

To facilitate a timely response to questions at the pre-proposal meeting on Tuesday, November 14, 2006 at 11:00 a.m. in the Mayor and Council Chambers, prospective offerors are requested to submit any questions no later than November 8, 2006 to Mrs. Mayra Bayonet, Planner III, via e-mail at [mbayonet@rockvillemd.gov](mailto:mbayonet@rockvillemd.gov)

#### **AWARD**

Award will be made to the qualified offeror obtaining the highest score combining price and technical qualifications.

#### **AGREEMENT**

The successful offeror shall be required to complete a two-party standard form of agreement. A sample agreement is attached. No change to the agreement form will be considered.

#### **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 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](mailto: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.

**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.



**CITY OF ROCKVILLE  
MARYLAND  
GENERAL CONDITIONS AND  
INSTRUCTIONS TO BIDDERS  
(PROPOSAL 4/04)**

1. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

2. **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.
3. **BID 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.
4. **ADDENDA** All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:
  - Return a copy of the addenda with the bid
  - Initial in person at City Hall receipt of the addenda
5. **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. The City will accept or reject bids within one hundred and twenty (120) days after the bid due date. Bids may not be withdrawn during that period.
6. **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.

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
8. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.
9. **MISTAKES** 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 specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
10. **INTEREST IN MORE THAN ONE BID AND COLLUSION** 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.
11. **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.
12. **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.
13. **PRINCIPAL 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.

14. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid 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 Contract Officer. The Consultant shall submit to the Contract Officer 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.

15. **INTERPRETATION** Any questions concerning conditions and specification shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specifications.

16. **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.

17. **PAYMENT** Payment will be made monthly upon receipt of an accepted invoice for work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the City.

Invoices should be submitted in duplicate to:  
City of Rockville  
Attn: Accounts Payable  
111 Maryland Avenue  
Rockville, Maryland 20850

All invoices must reference a Purchase Order Number.

Payment will be made upon acceptable inspection and/or testing of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

18. **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 Contract Officer 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.

19. **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 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: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

20. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon thirty (30) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.

21. **CHANGES** The City, without invalidating the contract, may order written changes in the 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 Contract Officer

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 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 .

22. **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.

23. **GUARANTEE** All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract 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..

24. **DEFECTIVE SUPPLIES/SERVICE** 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.

25. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

26. **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.

27. **RESERVATIONS** 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 without affecting 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 are being purchased.

28. **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.

29. **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 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.

30. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor.

31. **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.

32. **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.

33. **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 of Rockville.

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.

34. **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 there under 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.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

35. **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.

36. **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.

37. **EQUAL EMPLOYMENT OPPORTUNITY** The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. 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 (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, 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.

38. **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.

39. **INSURANCE** Prior to the execution of the contract, the Contractor must obtain at their expense and keep in force and effect during the term of the contract including all extensions, the insurance

specified below, with an insurance company licensed or qualified to do business in the State of and. The Contractor must submit to the Purchasing division a certificate of insurance prior to the start of any work. The certificate must show the quotation number and name of the project. Except for Professional Liability Insurance, the Mayor and Council, City of Rockville must be named as an additional insured on all liability policies. The insurer will endeavor to provide thirty (30) days written notice to the City of cancellation or material change in the policy. In no event may the insurance coverage be less than shown below.

Alternative insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

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:

Commercial General Liability Insurance  
 Bodily Injury \$1,000,000 each occurrence  
 Property Damage \$500,000 each occurrence

Blanket Contractual Bodily Injury \$1,000,000 each occurrence  
 Coverage  
 Property Damage \$500,000 each occurrence

Independent Contractor Bodily Injury \$1,000,000 each occurrence  
 Coverage  
 Property Damage \$500,000 each occurrence

Personal Injury Coverage \$1,000,000 aggregate  
 (Sections A, B, and C)

Workman's Comp Insurance Section A – Statutory limits State of Maryland  
 Section B – Employer's Liability (\$500,000 each accident)

Comprehensive Automobile Liability Insurance Bodily Injury \$500,000 each person \$1,000,000 each occurrence

(Applicable to owned, non-owned and hired vehicles) Property Damage \$500,000 each occurrence

Professional Liability Insurance \$1,000,000 covering acts or omissions of the Contractor

The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Contract Officer



## SPECIFICATIONS

### ROCKVILLE PIKE CORRIDOR NEIGHBORHOOD PLAN: UPDATE

#### OVERVIEW

The City of Rockville is soliciting proposals for professional services to assist with updating its 1989 Rockville Pike Corridor Neighborhood Plan. Proposals are being requested from qualified firms with considerable experience in urban design, redevelopment, transportation and pedestrian circulation, economic analysis, form based code, and public participation.

It is anticipated that work will begin in February 2007 and that the Mayor and Council will adopt the final plan by November 2008, or earlier. The process may be extended, depending on the public outreach and comments received, along with the State's mandatory review requirements.

#### PURPOSE

The Rockville Pike Corridor Neighborhood Plan will update the 1989 Plan. In addition, the updated Plan will serve as an amendment to the Master Plan of the City of Rockville adopted November 12, 2002. The planning area (PA 9 and part of PA 1), or corridor extends along 1.5 miles of Rockville Pike (Maryland 355) between Twinbrook Parkway and Richard Montgomery Drive. This area encompasses 258 acres of land, which contains over 1.2 million square feet of retail space (in shopping centers with 50,000 square feet or more of gross leaseable floor space), 1,015 (2004 est.) dwelling units and 1.1 million square feet of office space. (2004 data)

The purpose of the Plan is to achieve a mix of land uses, develop a form based design code, improve transportation and pedestrian circulation, transportation options, and to enhance the streetscape and appearance of the corridor through urban design techniques.

For purpose of the RFP, the consultant is to provide a detailed work plan describing the process and the methodology to be employed in deriving the information requested. The City anticipates refinement of the final scope of services based on additional information contained in the responses to this RFP or information from the presentations made to the Corridor Staff Team by the finalists.

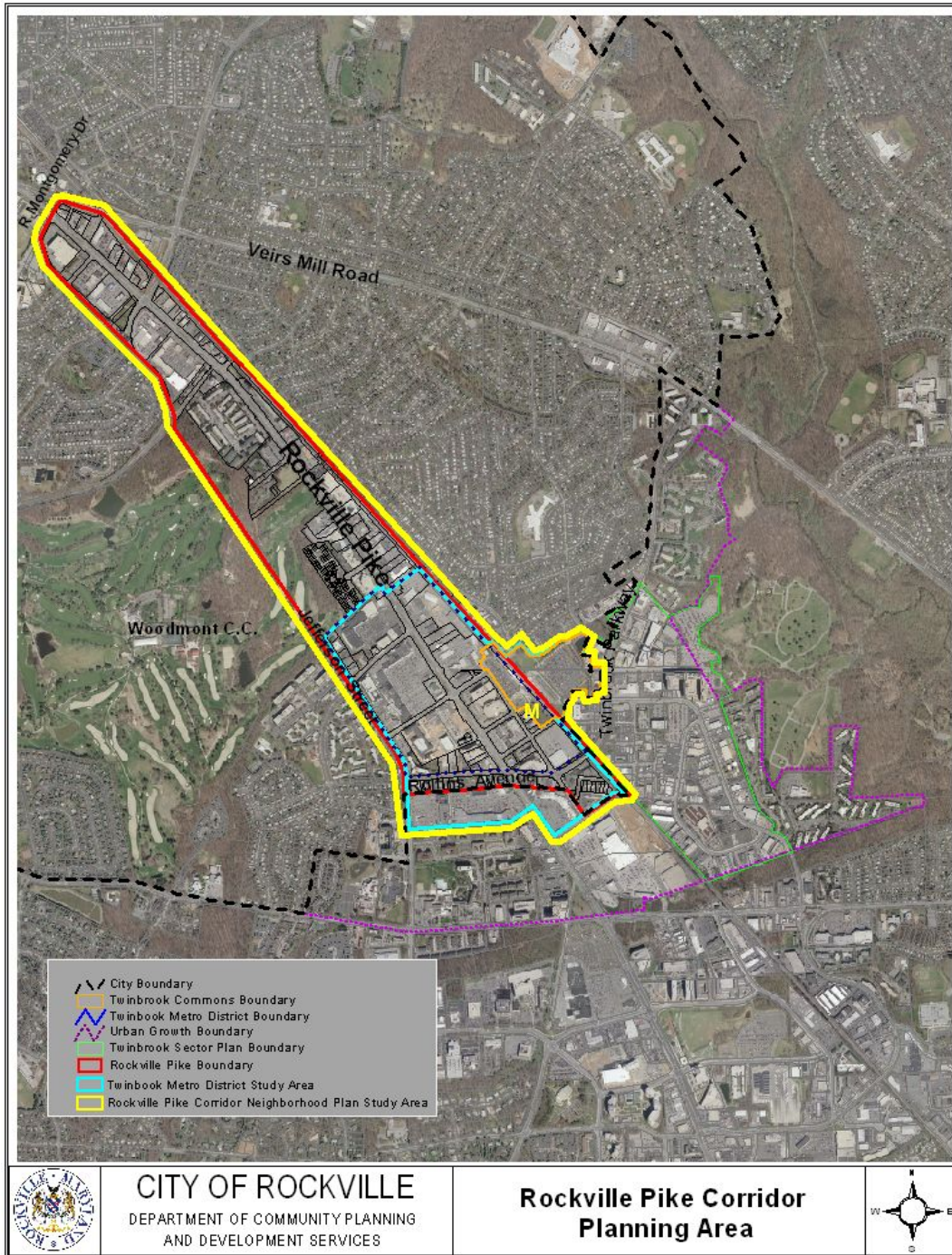
#### CITY PROFILE

The City of Rockville occupies 13.44 square miles within the Metropolitan Washington, DC area and is located 12 miles northwest of Washington. Rockville had a population estimate of approximately 57,100 according to the 2004 Census estimates.

The City of Rockville operates under the council/manager form of municipal government and derives its authority from a charter granted by the State of Maryland. As mandated by state law, Montgomery County provides school and health services in Rockville. The City has an employment base of approximately 80,059 jobs (2005 estimate, MWCOG Round 7 Forecast projection). The City has undergone tremendous redevelopment and infill development in recent years, including an ongoing redevelopment of the Town Center.

**PROJECT BOUNDARY**

Rockville Pike is a major transportation corridor for Montgomery County, Maryland. The Plan will focus on the portion in the City of Rockville, which is generally bounded to the north by Richard Montgomery Drive; to the west by Fleet Street, Woodmont Country Club and East Jefferson Street; to the east by the Metro Red Line/CSX railroad tracks; and to the south by the City boundary near Twinbrook Parkway and Rollins Avenue. During the review of the project, the City will ask the consultant to review the project boundaries to determine if the boundaries need to be readjusted.



## **SCOPE OF SERVICES**

The City of Rockville is seeking professional services to conduct a thorough review and analysis of its 1989 Rockville Pike Corridor Neighborhood Plan, and to produce a revised recommended Plan through informed analysis and a public process.

During the implementation of the plan, several concerns and questions have arisen that the City is interested in evaluating during the update of the plan. The Offeror should describe the specific processes that will be used to accomplish each of the tasks described below. Specific work tasks should be tailored on a case-by-case basis to the unique issues of the corridor.

### **Community Topics**

- Has the Rockville Pike Corridor (RPC) zone achieved the land use goals noted in the 1989 Plan and the goals of the Mayor and Council? (<http://www.rockvillemd.gov/government/mc/goals.htm>)
- Are the goals in the 1989 Plan still appropriate or are there new community goals that should be incorporated?

### **Transportation Topics**

- Develop a Comprehensive Multi-Modal Transportation Circulation plan that identifies opportunities to improve circulation within the corridor. The circulation plan should focus on enhancing pedestrian circulation, transit, bike and non-auto accessibility to the mass transit centers and improving road connectivity.
- Are there opportunities to improve transit service along the Rockville Pike corridor? Evaluate long-term transit plans for the corridor proposed by the City, County and State including CIP programs.
- Identify strategies for making transit an integral component for redevelopment in the area.

### **Economic Topics**

- What are the assets or impediments to maximize market segment in order to create mixed-use redevelopment along the corridor?
- What type of incentives, programs, or regulations can be offered to property owners that will encourage them to assemble, redevelop, or physically improve properties in accordance with the Plan's vision?

### **Environment Topics**

- What type of incentives, programs or regulations can be offered to encourage high performance green buildings in new development and redevelopment within the area?
- What type of innovative or traditional stormwater management (SWM) practices can be utilized within this area to lessen the impact of stormwater runoff from this highly developed commercial region on local streams?
- What type of incentives, programs or regulations can be offered to encourage high performance in commercial recycling programs?
- Identify appropriate areas for additional trees to help meet the City's urban tree canopy goals.

### **Urban Open Spaces**

- Identify opportunities within the corridor to create urban open spaces either through redevelopment or new development. The urban spaces can vary in size and function, with the main goal of providing opportunities for the public to congregate.

### **Form Based Design Standards**

- The 1989 plan design recommendations attempted to produce the desired effect of creating a visually pleasing corridor that accommodates motorized and non-motorized transportation. The City is currently updating the Twinbrook Metro Performance District Design Guidelines and undergoing a comprehensive review and update of its zoning ordinance. These guidelines will establish an urban design concept for the Twinbrook Metro Performance district that could be easily applied throughout the corridor with minor adjustments. The City's goal is to develop a form based code for the corridor that includes both illustrations and a regulating plan to guide the design of new development and redevelopment within the corridor. The offeror will be required to prepare a form based code document for the corridor using the Twinbrook Performance District Design Guidelines as the foundation. City staff will provide copy of the Twinbrook Metro performance District Design Guidelines document.
- Conduct an analysis of the market forces that will impact the Rockville Pike corridor to determine if the corridor contains the correct ratio of uses to maintain long-term viability. If not, what changes should occur to increase the success of TOD (Transit-Oriented Development) along the transit corridor?

### **Public Outreach and Community Input**

The Rockville Mayor and Council 2006-08 Vision Priority of creating an Exceptional Built Environment have established a priority of completing a master plan for the Rockville Pike corridor. Therefore, the process of preparing the Corridor Plan must incorporate substantial comprehensive involvement and input by all stakeholders, including citizens of Rockville, affected property owners, state and county officials, and residential and business tenants along the Corridor.

The Long Range Planning Division of CPDS has already conducted seven meetings with various constituencies to discuss community concerns and expectations for the Rockville Pike Corridor. To date, staff has met with business and property owners along the corridor, civic association representatives, the Rockville Chamber of Commerce, the Rockville Economic Development, Inc (REDI), Maryland National Capital Park and Planning Commission staff, and Maryland State Highway Administration staff. The proposed outreach program must take into account, revisit and expand on the outreach completed, to date.

We have meet with Maryland National Capital Park and Planning Commission (M-NCPPC) and the City of Gaithersburg and agreed to work on a collaborative corridor vision statement/goal/overarching framework.

The public involvement should: 1) proceed through the entire process and include substantial and effective participation by all interested and affected groups in preparing the Neighborhood Plan, 2) incorporate the wide variety of stakeholders, 3) provide a range of methods to reach out to citizens to account for the various ways that they receive information, 4) keep the public informed regularly about the status of the work, and 5) provide a variety of ways for citizens to be involved, recognizing that stakeholders prefer different means of providing input, from one time written comments to long term participation on a task force, 6) Work with regional government agencies to facilitate inclusion of project deliverables into I-270 and MD 355 Study, such as the State of Maryland , Montgomery County, City of Gaithersburg, and Maryland National Capital Park and Planning Commission (M-NCPPC).

The groups that should be consulted through the community outreach program include, but are not limited to:

- Mayor and Council, Planning Commission and other appropriate Boards and Commissions;
  - Civic or homeowners associations of the existing communities along and adjacent to Rockville Pike;
  - Citizens interested in Rockville Pike;
  - Rockville Economic Development, Inc. (REDI) – Rockville’s economic development organization;
  - Property and business owners along Rockville Pike;
  - Rockville Chamber of Commerce;
  - State and County authorities, as appropriate, including: Maryland State Highway Administration, Montgomery County Government, Maryland-National Capital Park and Planning Commission and Montgomery County Public Schools;
  - Washington Metropolitan Area Transit Authority (WMATA); and
  - Development Community.
- The successful offeror will develop a process that reflects substantive input from interested and affected groups and individuals while accomplishing the goals of the plan. The offeror must integrate the proposed approach, the schedule for public outreach, and community input forums into the work plan for the project. Examples of previous experience and outcomes in similar mixed-use environments should be provided. The Department of Community Planning and Development Services will provide guidance, technical support, equipment, meeting rooms, mailing lists, and other essential support to the community outreach and public process efforts.

## WORK PRODUCTS

All of the work products shall address the issues identified in the Scope of Services section. The Rockville Pike Corridor Plan update shall include the following items and elements:

- Evaluation of existing goals, including recommendations;
- Economic Development Component of the plan should include goals, objectives, and policies for the corridor along with recommendations and a market analysis;
- Development and redevelopment strategies that will identify catalyst projects and key implementation steps.
- A Comprehensive Transportation Plan that includes recommendations on enhancing pedestrian circulation, transit, bike and non-auto accessibility to the mass transit centers and improving road connectivity.

A form based design code document tailored to the project. The form based code guidelines should include illustrations and a regulating plan to guide the design of new development within the corridor. The graphic documents in the code will include the following or a reasonable equivalent:

- a) *Regulating Plan* (1), showing existing property lines, existing and proposed streets, and urban design to supplement Form Based Code. The plan will be prepared in AutoCAD.
- b) *Perspective Drawings* rendered in color and showing examples of typical streets, squares, parks, specific locations of importance (such as points of



entry), or other significant design concepts, as the Offeror may deem appropriate.

- c) *Diagrams*, as needed, rendered in black and white, illustrating ideas or concepts such as street types (drawn in plan & section).

## DATA COLLECTION

The Consultant will collect data through documents, observations, interviews, community forums, surveys, and field surveys. Staff will assist the consultant with locating and obtaining data as necessary. Staff also will assist in arranging interviews and community forums as necessary.

## PROPOSED PROJECT SCHEDULE

Work shall begin within ten (10) days following receipt of a Purchase Order by the Consultant. The anticipated contract commencement date will be February 2007. The City may extend the contract terms to meet the needs of the City.

All tasks should be completed and products/deliverables submitted within the following schedule. The scope of services is to include a proposed work schedule by task and project timeline, which shall include monthly progress, reports on the project's status. The City anticipates that the entire process will be completed by the Fall of 2008; however, if the consultant can identify areas where time savings can be achieved, please identify those areas in the proposed schedule. Key items to be included in the schedule are:

Pre-Proposal Meeting	<b>November 14, 2006</b>
Request for Proposal Due Date	<b>December 8, 2006</b>
Interviews	<b>December 19, 2006</b>
Award Contract	<b>January 9, 2007</b>
Public Outreach Effort	On going
Preliminary Analyses and Recommendations	TBD (after consultant proposed schedules)
Status Report to Planning Commission and Mayor/Council	TBD
Preliminary Draft for Staff Review	TBD
Consultant Review of Staff Comments and any other Major Revisions	TBD
Status Report to Planning Commission and Mayor/Council	TBD
Draft Document for Planning Commission Public Hearing (Draft required 60 days prior to period per Article 66B). Article 66B, added to the Maryland Code in 1927, delegates basic planning and land use regulatory powers to the State's municipalities, and non-chapter counties.	TBD
Planning Commission Introduction and Presentation	TBD
Planning Commission Public Hearing	TBD
Planning Commission Work Sessions	TBD
Revised Draft that includes Planning Commission Addendum	TBD
Major and Council Introduction	TBD

Mayor and Council Public Hearing	TBD
Mayor and Council Worksessions	TBD
Final Document of the Rockville Pike Plan	TBD
Adoption of the Plan	Fall 2008

DUE TO THE LONG DURATION OF THIS CONTRACT, THE CITY WILL REQUIRE A PROJECT TIMELINE WHICH OUTLINES THE RESPONSE TIME FOR THE OFFEROR TO RETURN INFORMATION BACK TO THE CITY STAFF TEAM, AND MAKE REVISIONS TO DRAFT DOCUMENTS INDICATING WHEN THE KEY DELIVERABLES WILL TAKE PLACE.

## PROJECT DELIVERABLES

The successful offeror will be required to provide:

- A camera-ready copy of the required final products at the conclusion of the work;
- A digital format of any reports or graphics, including HTML. Microsoft Word or higher is acceptable;
- 25 copies of the Preliminary Draft Plan for Staff Review.
- 25 copies of the Draft Plan for the Planning Commission Public Hearing suitable for public distribution including PDF files for web page placement.
- *50 color copies of the final report suitable for public distribution; and*
- The Offeror shall provide final work products to the City in the following format:
  - a) Graphic documents. Graphic documents shall be printed or plotted on paper and delivered to the City (1 reproducible copy only). When completed these documents shall also be delivered to the City on a CD-ROM (1 copy only) in a digital format. Upon request and at additional cost, the Offeror will also provide additional sets of high quality reproductions of the graphic documents in an appropriate printed format.
  - b) Written documents. One reproducible and unbound copy of all written documents shall be printed on paper in an appropriate format. One bound copy of the Form Based Code shall be provided to the City. These documents shall also be digitally stored in an appropriate computer format, and will be provided to the City on a CD-ROM (1 copy only). The report will also be converted into a read-only format (\*.pdf), using the freeware program Adobe Acrobat Reader for reproduction by the City--.
  - c) Additional Copies. The City may request additional copies of the above deliverables and provide payment to the Offeror of the actual reproduction costs, plus a fee for additional services.

## MEETINGS

The Offeror and/or project member(s) must be presents at all the major staff group and community meetings to be determined after the **Public Outreach and Community Input** component is accepted by the City.

In addition to the above, the offeror must provide for:

- Participation in public review process with the Planning Commission and the Mayor and Council,
- Participation in community meetings as identified in the public outreach component;
- Progress meetings with City staff, as necessary;

- City staff review of all documents, studies, and analyses for comments, clarification and/or revision; and
- City staff review of presentation materials prior to actual presentation event. The offeror should allow a minimum of two weeks for staff review.

### **Progress Meetings with City Staff/Selection Committee**

In addition to the outreach process and other meetings to collect data, the consultant shall include in the proposal the cost for attending minimum of thirty (30) meetings with the possibility of nine (9) additional meetings with City staff/selection committee as follows:

1. Project kick-off meeting upon award of contract.
2. Negotiation of the work schedule of tasks and project timeline. (2)
3. Discussion of progress on needs assessment (5). A Report
4. Discussion of redevelopment strategies. (5). A Report.
5. Discussion of the transportation circulation plan. (6)
6. Discussion of progress report on organizational analysis (6).
7. Final study review prior to oral presentations (5).

Offeror shall include in his proposal an hourly rate should additional meetings be required.

### **CITY RESPONSIBILITIES**

The City's Department of Community Planning and Development Services will provide the successful offeror with general guidance and liaison services to other City agencies. The City's Department of Community Planning and Development Services will assist the successful offeror by providing guidance, base maps and background material. Available demographic, land use and density figures, as well as pertinent traffic counts and related information will be available for review at the pre-proposal conference.

### **ADDITIONAL INFORMATION**

The following supplemental information is available on the City of Rockville's website <http://www.rockvillemd.gov>

- Draft of Twinbrook Metro Performance District Design Guidelines <http://www.rockvillemd.gov/rockvillepikeplan/tmpd-design-guides-draft.pdf>
- 1989 Rockville Pike Corridor Neighborhood Plan <http://www.rockvillemd.gov/masterplan/index.html>
- Citywide Zoning Map [http://www.rockvillemd.gov/government/cpds/citywide\\_zoning.pdf](http://www.rockvillemd.gov/government/cpds/citywide_zoning.pdf)
- Town Center Master Plan <http://www.rockvillemd.gov/masterplan/towncenter/index.html>
- Zoning & Planning Ordinance <http://www.rockvillemd.gov/government/citycode.htm>
- Chapter 4 - Art in Private Development <http://www.rockvillemd.gov/government/citycode.htm>
- Draft, Twinbrook Metro Area Sector Plan, Maryland National Capital Park and Planning Commission: <http://www.mc-mncppc.org/twinbrook/index.shtm>
- Twinbrook Neighborhood Plan <http://www.rockvillemd.gov/masterplan/neighborhood/Area8.pdf>
- Shady Grove Area Sector Plan. Maryland National Capital Park and Planning Commission <http://www.mc-mncppc.org/shadygrove/index.shtm>.
- North Bethesda Garrett Park Master Plan, Maryland National Capital Park and Planning Commission [http://www.mc-mncppc.org/community/plan\\_areas/bethesda\\_chevy\\_chase/master\\_plans/north\\_bethesda/toc\\_nbeth-gar.shtm](http://www.mc-mncppc.org/community/plan_areas/bethesda_chevy_chase/master_plans/north_bethesda/toc_nbeth-gar.shtm)



## **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.

## **COMPENSATION**

The consultant will be paid monthly within 30 days upon submission of an acceptable and approved invoice. Invoices shall include a detailed breakdown of all charges for that monthly period.

## **OWNERSHIP OF DOCUMENTS**

All products developed for the purpose of this planning project (studies, graphics, etc.) and delivered to the City shall become the property of the City.

## **TECHNICAL QUESTIONS**

Technical questions pertaining to this RFP may be directed to Mrs. Mayra Bayonet, Planner III, who may be contacted via e-mail at [mbayonet@rockvillemd.gov](mailto:mbayonet@rockvillemd.gov), by telephone at (240) 314-8214 or in person at City Hall, 111 Maryland Avenue, Rockville, Maryland. An alternative contact person is Mr. Jim Wasilak, AICP, Chief of Planning. He may be contacted via e-mail at: [jwasilak@rockvillemd.gov](mailto:jwasilak@rockvillemd.gov), by telephone at (240) 314-8211. Oral answers to questions relative to interpretation of specifications 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 specifications, 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 sent to all prospective offerors before the date set for receipt of proposals.

## **CONTRACTUAL QUESTIONS**

All contractual submittal questions should be directed to Ms. Eileen Morris, Contracts Officer via email at: [emorris@rockvillemd.gov](mailto:emorris@rockvillemd.gov) or by telephone at (240) 314-8430.

## **CONTRACT ADMINISTRATOR**

The designated contract administrator for this project is Mrs. Mayra Bayonet, Planner III, who may be contacted via e-mail at [mbayonet@rockvillemd.gov](mailto:mbayonet@rockvillemd.gov), by telephone at (240) 314-8214 or in person at City Hall, 111 Maryland Avenue, Rockville, Maryland.

## **PROPOSAL SUBMITTAL INSTRUCTIONS**

One (1) original and eight (8) copies of the proposal, marked “**RFP #19-07, “ROCKVILLE PIKE CORRIDOR NEIGHBORHOOD PLAN UPDATE”**” must be submitted to and received no later than **3:00 p.m. on Friday, December 8, 2006** by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Contracts Officer.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of your proposal must contain the following elements organized into separate chapters and sections, as deemed appropriate.

- Understanding the City’s Requirements
- Approach and Work Plan with timeline
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Cost Proposal

These elements parallel the basis of the City’s proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

### **UNDERSTANDING THE CITY’S REQUIREMENTS**

This section should confirm your understanding of the RFP and the planned project. In addition, it should outline clearly the scope and objectives of your proposal as it relates to the scope and objectives of the total project and the requested product deliverables.

### **APPROACH AND WORK PLAN**

Describe your recommended approach and work plan regarding the services that your firm will provide. You should distinguish clearly the tasks that your firm will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction will mean that your firm is assuming full responsibility for all tasks.

The proposal must address in depth how you plan to meet the requirements of each of the tasks and activities outlined in the “Scope of Work” section of the RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal also should discuss documentation and/or authorization, which will be required from the City, anticipated problem areas, proposed solutions to the problem areas, etc.

Work plan steps should be supported by the proposed hours you agree to commit to assist the City, plus the hours and resources required by city staff to assist your organization. You should specify clearly who has primary responsibility for each work plan element, the offeror or City staff.

### **PROJECT TEAM QUALIFICATIONS AND EXPERIENCE**

This section must include the qualifications of the staff that you will assign to this project after your firm is selected. As a minimum, the proposal should include:

- Name of the designated project manager
- Organizations name, functional discipline, and responsibilities of project team members
- Complete resume' or description of each team member's education, professional experience, length of time employed by your firm and/or subcontractor

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

The City may make no diversion or replacement without submission of a resume of the proposed replacement with final approval.

The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all sub-contractors together with a description and percentage of the work being sub-contracted are to be provided. The offeror assumes full liability for the performance of all subcontractors.

The proposal must indicate similar projects that have been completed by the members of the team.

#### **FIRM EXPERIENCE AND CAPABILITIES**

Provide the City with a description of your firm and examples of your firm's commitment to the services set forth in this RFP and/or government clients in general. Please address the following:

- Summarize the organizational structure, ownership and size of your firm plus its date of organization and current principal place of business.
- Describe in detail your firm's experience with similar projects and in developing form based design codes and public outreach programs.
- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- Please specify similar qualifications for all proposed subcontractors.

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.

#### **REFERENCES**

Provide:

- List or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville.
- Provide the current name, address, telephone number and contact person of at least six specific references (preferably local governments) your firm has served within the past six years; preferably those in which one or more of the members or your project team provided the same or similar services as requested herein.
- Indicate the scope of services provided to each referenced client.

## **PROPOSAL COSTS**

It is the intent of the City of Rockville to enter into a contractual agreement with the selected consultant based upon the scope of services outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations. The proposal should contain the total cost of your proposed services.

- Provide a total lump sum fee for completing the services described herein.
- Provide an estimate of the hours and hourly rates that will be required by various levels of your staff to complete the services and all major deliverables described herein.
- Identify all non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses.
- No additional payment will be made for travel expenses.
- Provide hourly rates for additional meetings with city staff beyond those provided for in the specifications.
- Provide hourly rates for additional oral presentations beyond those provided for in the specifications.

## **HOURLY RATES**

The hourly rates shall include all profit, fees, costs and other personnel expenditures.

## **COST REDUCTION/SAVINGS**

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.

## **AGREEMENT**

Provide statement that the firm, if awarded the contract, will execute City of Rockville Agreement – sample attached.

## **AFFIDAVIT FORM**

Please complete and return the enclosed Non-Conviction/Collusion Affidavit form with your proposal.

## **EVALUATION AND AWARD**

An evaluation committee consisting of City staff, representatives of the Business Community and interested citizen groups will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

- |  |     |
|--|-----|
| 1. Technical soundness of approach to this study and level of understanding of tasks and overall project | 30% |
| 2. Experience, abilities and references of the firm on similar projects                                  | 30% |
| 3. Technical qualifications of staff assigned to project   | 20% |
| 4. Cost of services  | 20% |

The Review Committee will evaluate the proposals and may also ask questions of a clarifying nature from bidders as required. The ability to meet the requirements for services is the prime consideration factor.

Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order.

The Review Committee may afford those bidders whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting proposal in a public forum.

When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal the City considers most advantageous. All proposals will become the property of the City.

# AFFIDAVIT

I hereby affirm that:

I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_

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

I further affirm:

## AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

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

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

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

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

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

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

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

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

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

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

## NON—COLLUSION AFFIDAVIT

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

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

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

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

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

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

## AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2006 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and (consultant name) hereinafter referred to as "CONTRACTOR".

### WITNESSETH

WHEREAS, the City desires a contractor to provide services for the (project name); and

WHEREAS, the City desires to employ the services of the Contractor to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. **SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in Exhibit A attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Contractor shall perform the serves described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. **REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. **DOCUMENTS, ETC.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed.

7. **TIME OF ESSENCE.** The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. (enter completion date if applicable)

8. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of Competent Jurisdiction.

9. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

10. **SUBCONTRACTS.** None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

11. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

12. **INSURANCE.** The Contractor shall carry insurance with limits as outlined under the attached Insurance Requirement document and shall provide to the City a certificate evidencing the same.

13. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

14. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

15. **GOVERNING LAW.** This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.



16. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

17. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

18. PAYMENT TERMS. Compensation shall be made by the City to the Contractor on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to (contract lump sum or NTE price). In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation

19. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the (enter name).

20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

\_\_\_\_\_  
Claire Funkhouser, City Clerk

THE MAYOR AND COUNCIL OF  
ROCKVILLE

By: \_\_\_\_\_  
Scott Ullery  
City Manager

ATTEST

\_\_\_\_\_

(Consultant Name)

By: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
David R. Podolsky, Assistant City Attorney