CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

REQUEST FOR PROPOSAL #01-12
EXECUTIVE SEARCH SERVICES

Sealed proposals addressed to the City of Rockville, Maryland will be received at Rockville City Hall, Purchasing Division, Attention: Eileen Morris, Purchasing Manager, 111 Maryland Avenue, Rockville, Maryland 20850 until **1:00 PM, FRIDAY, SEPTEMBER 02, 2011**. 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.

SUBMITTAL OF QUESTIONS

Prospective offerors are requested to submit any questions no later than Monday, August 15, 2011 to Eileen Morris, Purchasing Manager via e-mail at emorris@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

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

http://rockvillemd.gov/business/bids.htm#bids

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

AWARD

Award will be made to the qualified offeror obtaining the highest weighted 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 (ATTACHMENT E). No change to the agreement form will be considered.

INSURANCE
The successful offeror shall be required to provide a certificate of insurance in accordance with requirements set forth in ATTACHMENT D.

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 of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation. Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

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

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
ROCKVILLE, MARYLAND

EXECUTIVE SEARCH SERVICES

1. PURPOSE

This Request for Proposal solicits proposals to establish a personal services contract with an executive search firm to assist the Mayor and Council in selecting a Chief Executive Officer/City Manager.

2. COMMUNITY PROFILE

The City of Rockville has an estimated population of 62,746. Rockville is the third-largest incorporated municipality in Maryland and is the county seat of Montgomery County. It occupies 13.03 square miles within the Metropolitan Washington, D.C. area and is located 12 miles northwest of Washington, D.C. A major portion of the Science and Technology I-270 corridor is within the city's corporate limits. Rockville provides a full range of services for its residents and possesses more than 883 acres of City parkland.

The City of Rockville established a Council/Manager form of government in 1948, and 11 city managers have served the community since that time. The governing body is composed of five members: a Mayor and four Councilmembers, who are elected at large for two year terms in November of odd-numbered years. The Mayor and Council serve part-time and are compensated.

3. QUALIFICATIONS

The Offeror must be a national or regional professional executive search firm that specializes in and has a minimum of five (5) years' experience in recruiting senior level executives. The firm shall have successfully concluded executive searches for CEO/City Manager professionals, or equivalent positions, in at least five (5) instances, preferably for municipal government entities.

4. SCOPE OF WORK

The Contractor shall provide services consisting of, but not limited to, the following tasks:

a) Work with City of Rockville Mayor and Council and staff to develop characteristics and attributes of the successful candidate, appropriate and necessary selection process, and timeline, representing a proposed initial path for selection of a City Manager.

b) Develop recruitment materials and solicitations that describe the City Manager position, the City organization, and the community.

c) Conduct a broad and thorough recruitment utilizing professional publications and other modern advertising methods.

d) Identify potential contacts and conduct personal outreach recruiting, including posting the position through national channels.

e) With the approval of the Human Resources Director, prepare and place advertisements for the position in appropriate publications and web-sites. Advertisements must include a statement the "The City of Rockville is an Affirmative Action/Equal Opportunity Employer."

f) Acknowledge receipt of candidates' application materials. Receive and review resumes for background, credentials and experience and follow-up with telephone interviews to clarify each candidate's experience.

g) Assist the Mayor and Council in the evaluation and selection of finalists.

h) Conduct background checks on the selected finalists including, without limitation, verification of education credentials, facts, figures and performance data provided by the candidate, and conducting at least two initial professional reference checks on the final candidates.

i) Coordinate the scheduling of interviews and other activities including handling travel and lodging arrangements as directed by the Mayor and Council.

j) Coordinate the final on-site selection process at a time designated by the Mayor and Council. Tasks include, at a minimum, formal interviews with the Mayor and Council. Other tasks may include candidates meeting with employee representatives and tours of City facilities.

k) Provide notification to all candidates not selected as finalists for the position.

l) Provide administration of the recruitment process to include:

   i. bi-weekly written progress reports to the Mayor and Council detailing actions, progress and prognosis for next steps.
   ii. holding conference calls with the Mayor and Council, as needed.

m) Perform an additional one-time search for a replacement City Manager ("Supplemental Search") if for any reason the original City Manager candidate proposed by the Contractor leaves the employment of the City within one year after the City Manager's start date with the City. No additional compensation will be payable to the Contractor for the performance of the Supplemental Search.

5. CANDIDATE SELECTION PROCESS

The City anticipates a multipanel interviewing process for the selection of City Manager. Panels may include the Mayor and Council, a citizens committee, and the Senior Staff.

6. TENTATIVE SCHEDULE

- September 2, 2011 – Proposal due date
- Week of September 12, 2011 – Telephone or in-person interviews may be conducted with finalist firms
- September 26, 2011 – Contract Award
- October 3 – October 14, 2011- Consultant confers with Mayor and Council, and develops profile and procedures for City Manager recruitment
- December 5, 2011 – Consultant provides list of viable candidates to the Mayor and Council
- December 6 – December 20, 2011 – Interview finalists, negotiations and selection of City Manager
- February 1, 2012 – Projected start date for new City Manager

7. PROPOSAL SUBMITTAL INSTRUCTIONS

Offerors must submit one (1) original and four (4) copies of the proposal in the format below. Proposals must include the following information:

a) A Letter of Transmittal on the Offeror's business stationary. The purpose of the letter is to provide a record of transmittal of the proposal in additional to acknowledgements of amendment, addendum and changes issued (if any). The letter should include the individual's social security number or the firm's Federal ID number. The letter should signed by an individual who is authorized to commit the Offeror to the services and requirements stated within the RFP.

b) Provide the name, title, telephone number and email of the individual who will manage this project. Provide a resume detailing education, qualifications and previous work assignments relative to this assignment.

c) Submit examples of recruitments similar in scope to this search, that your firm has completed which identified individuals who, while good fits for the position, were not actually seeking employment at the time. Describe how you identified, approached and otherwise solicited such individuals to stimulate their interest and application.

d) Provide an outline of the search process including a proposed timeline containing position profiling, methodology for position parameter development (including such things as technical requirements, experience in specific areas, personal characteristics, attitudes and behaviors necessary for success, etc.), methodology for developing a salary range appropriate to the requirements of the position, advertising, application processing, screening, and candidate interviewing (assuming a contract award date of September 26, 2011).

e) Provide a listing of other governmental entities for which your firm has provided a successful search for the Chief Executive Officer/City Manager position.

f) Submit a Price Proposal. Include with the price proposal a detailed breakdown of costs which includes at a minimum:

   i. A lump sum fee proposal for completing the services described herein.

   ii. An estimate of the hours and hourly rates that will be required by the lead individual and other members of the project team to complete the services and all deliverables described herein. Hourly rates shall include all profit, fees and other personnel expenditures. No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.)

   iii. Identify all non-labor costs, courier, mailing, forms, fax transmissions, telephone calls, printing and all other expenses or incidentals. Note: All non-labor costs are to be included within the pricing offered.

g) Provide five (5) references, preferably municipal government entities that may be contacted to attest to the quality and timeliness of the offeror's work of similar nature and scope required herein by the City. (Attachment A)

h) Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment B).

i) Complete and return the attached Offeror's Questionnaire Form (Attachment C).

8. BASIS OF AWARD/EVALUATION CRITERIA

The selection process will be conducted by a committee which will independently evaluate proposals based on the following weighted criteria:

a) Qualifications and experience in conducting successful executive searches for Chief Executive Officer/City Manager positions in communities comparable to the City of Rockville. Professional qualifications and experience of the firm and key personnel.	40%
b) Methodology and resources of the firm to conduct executive searches, including clarity, comprehensiveness, and compatibility with the City's system of multi-panel involvement in the selection process.	40%
c) Fees and expenses including hourly rates and estimated hours	20%

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors 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.

The Evaluation Committee may afford one (1) or more of the top three (3) ranked offerors an opportunity to make oral presentations in order to clarify their proposals. If requested, oral presentations shall be made at no cost to the City. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Best and Final Offer
When deemed in the best interest of the City, and upon conclusion of any oral presentations and/or negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).

Note: Respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

9. SPECIAL PROVISIONS

COMPENSATION
The City will compensate the Contractor in the form of either one (1) lump sum payment upon completion and acceptance of all work, or monthly progress payments for work completed, which has also resulted in a deliverable of equal value that has been received and accepted by the City.

Total compensation shall not exceed the fixed, firm lump sum price proposed within Contractor's offer.

Note: The City reserves the right to develop an evaluation formula for pricing after receipt of proposals, and reserves the right to give preferential price scoring to offers containing lump sum payment upon completion and acceptance of all work.

INVOICING AND PAYMENT
The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Rockville
Human Resources Office
111 Maryland Avenue
Rockville, MD 20850

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number with the proposal.

EXPENSES ASSOCIATED WITH RESPONSE
The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request.

CONTRACT ADMINISTRATOR
The designated contract administrator following contract award will be Carlos Vargas, Director of Human Resources who may be contacted via e-mail at cvargas@rockvillemd.gov or by telephone at (240) 314-8470.

CONTRACT EXCLUSION AND AFFIRMATION
By submitting a proposal, the offeror hereby certifies that:

The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

The firm, corporation, partnership or institution represented by the offeror, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

The offeror has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

PUBLIC INFORMATION REQUESTS
Information, documentation and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to this open records requirements and the interpretations thereof rendered by presiding courts and tribunals.

COMPLIANCE WITH CONTRACT
The City of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the

requirements, Request for Proposal, Offeror's proposal and contract, as well as, acceptable fulfillment of the contract on the part of the Offeror.

PROOF OF COMPLIANCE WITH LAWS
When required, the Contractor shall furnish the City of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

PROJECT MANAGER
The Contractor shall agree to ensure the continuity of the designated primary Program Manager assigned to perform the service. Contractor represents and warrants that the primary Program Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that the Contractor shall not remove or replace the primary Program Manager and agrees that the Contractor's removal or replacement of the primary Program Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Program Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications to perform the work at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.

The Contractor shall ensure the designated Program Manager has the management and technical expertise to perform the required services of the program.

The Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Program Manager to communicate with all necessary parties throughout the term of this contract. It is expected that the Program Manager utilize technology to communicate while traveling, as well as, administrating this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.

(ATTACHMENT A)

REFERENCES

The Offeror shall have performed executive search services work for a minimum period of five (5) years. He shall furnish a representative list of five (5) references involving work as specified herein. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror 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 proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

RETURN THIS FORM WITH PROPOSAL

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

Contract Value: _____ Program Manager: _____

Position Filled/Date: _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)

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**_____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)

OFFEROR'S QUESTIONNAIRE

The offeror recognizes that in selecting a company, the City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, offeror warrants to the best of its knowledge that all responses are true, correct and complete.

Company Profile

Number of Years in Business: _____

Type of Operation: Individual____ Partnership____ Corporation____ Government____

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

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

State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.

State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.

Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity?

If yes, please explain the impact both in organizational and directional terms.

Provide details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the City of Rockville.

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF OFFEROR_____ **RETURN THIS FORM WITH PROPOSAL**

(ATTACHMENT D)

CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(SEARCH FIRM - PROPOSAL 3.2011)

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the offeror's proposal, and are not subject to change by reasons of written or verbal statement by the Offeror unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **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 be signed by an individual authorized to bind the bidder.

3. **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.

4. **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 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.

5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: http://rockvillemd.gov/business/bids.htm#bids

   Please note, that it is the bidders 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/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

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

7. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initiated 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 Purchasing Agent 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. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for

application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

11. **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.

12. **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.

13. **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.

14. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.

15. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

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

16. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

17. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

18. **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 Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

19. **INTERPRETATION** Any questions concerning general instruction and specifications 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.

20. **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.

21. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

    All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

22. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.

23. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

24. **ABANDONMENT, DISSOLUTION AND RESTRUCTING.** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

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

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

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

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

26. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

27. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

28. **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.

29. **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.

30. **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.

31. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

32. **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.

33. **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.

34. **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.

35. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

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

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

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

37. **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.

38. **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.

39. **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 non-discrimination 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.

40. **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.

41. **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.

42. **OWNERSHIP OF DOCUMENTS**
Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the 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 Purchasing Division, 111 Maryland Avenue, 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:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
Workers' Compensation Employers' Liability	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $500,000 policy limits Bodily Injury by Disease: $100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
Commercial General Liability Bodily Injury Property Damage Contractual Liability Premise/Operations Independent Contractors Products/Completed Operations Personal Injury	Each Occurrence: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
Automobile Liability All Owned Autos Hired Autos 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.
Excess/Umbrella Liability	Each Occurrence/Aggregate: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
Professional Liability	Each Occurrence/Aggregate: $1,000,000	

Alternative and/or additional 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.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing 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.

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

(ATTACHMENT E)

SAMPLE AGREEMENT – DO NOT RETURN

THIS AGREEMENT, made this ___ day of _____, 2011 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 _____ _____ hereinafter referred to as **"CONTRACTOR"**.

WITNESSETH

WHEREAS, the City desires the Contractor to provide _____.

WHEREAS, the City desires to employ the services of the Contractor 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 _____ dated _____ hereto attached a made a part hereof and identified as Exhibit "A" and _____ . In the event any terms of the attached exhibit conflicts with this Agreement, this Agreement shall prevail.

Contractor shall perform the services 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.

8. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through _____.

9. 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.

10. 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.

11. 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.

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

13. INSURANCE. The Contractor shall carry insurance with limits as required by the City and shall provide to the City a certificate evidencing the same.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed _____. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. 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 City of Rockville, Attn: Mr. Carlos Vargas, 111 Maryland Avenue, Rockville, MD 20850.

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

22. 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

THE MAYOR AND COUNCIL OF ROCKVILLE

_____
City Clerk

By:_____
Scott Ullery, City Manager

ATTEST

CONTRACTOR NAME

By:_____
Name:_____
Title:_____

Approved as to form and legality:

_____