MAYOR AND COUNCIL

Meeting No. 19-26
Monday, July 27, 2026 - 6:30 PM

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/services/participate-in-a-community-forum/

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-community-forum/ no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-public-hearing/ no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: https://www.webex.com/test-meeting.html prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Valeri)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, July 27 from 5:15-6:15 pm with Mayor Ashton and Councilmember Valeri.. Please sign up by 10 am on the meeting day using the form at: https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

1. Convene - 6:30 PM

2. Pledge of Allegiance

3. Proclamation and Recognition - NONE

4. Agenda Review - 6:35 PM

5. City Manager's Report - 6:40 PM

6. Boards and Commissions Appointments and Reappointments - 6:45 PM

A. Board and Commission Appointment and Reappointment

7. Community Forum 6:50 PM

8. Special Presentations - NONE

9. Consent Agenda - 7:10 PM

A. Award and Authorize the City Manager to Execute a Rider Agreement with Colossal Contractors, Inc., a Maryland corporation, in the amount not to exceed $200,000 for the initial term, with terms and pricing consistent with Montgomery County Public Schools Contract #9747.2, for Carpenter Contractor Services at Various Facilities

B. Award and authorize the City Manager to Execute Natural Gas Supply Agreements with WGL Energy Services, Inc. with terms consistent with the University of Maryland Contract 00038892 for an Initial Term Between August 1, 2026, through July 31, 2027, and authorize the City Manager to exercise optional renewals through June 30, 2031

C. Award and authorize the City Manager to Execute Electricity Supply Agreements with WGL Energy Services, Inc., with terms consistent with the Baltimore Regional Cooperative Purchasing Committee (BRCPC)/Howard County Contract PA-023-2026 and authorize the City Manager to exercise optional renewals for terms between September 2026 and September 2036

D. Authorization for the City Manager to Execute the Terms and Conditions of Pepco's EmPowerMD Rebate Program to include in the Program's Application for use on Phase 3 of the City's LED Streetlight Conversion CIP Project

E. Award and authorize the City Manager to execute a five-year (5) agreement for the purchase of software subscription and services with CDW Government LLC for virtual servers at various locations, in the amount not-to-exceed $1,496,768.

F. Authorize the City Manager to execute an Amendment to the Rider Agreement with Gale Associates, Inc. of Towson, Maryland, for Multi-Year Consultant Services for Building Envelope Construction and Repair work at City facilities in the amount not-to-exceed $390,000 annually.

G. Authorize the City Manager to Execute Amendment No. 1 to Interlocal Contract for Licensing SCPDC Software by and between the Mayor and Council of Rockville, ("Licensee"), a municipal corporation and body corporate and politic organized under the laws of the State of Maryland; and South Central Planning and Development Commission, ("SCPDC" or "Licensor"), a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish.

H. Approval of Minutes

10. Public Hearing - NONE

11. Action Items - 7:15 PM

A. Adoption of the JEDI Strategic Plan

12. Worksession- 8:15 PM

A. Chapter 4 Arts and Cultural Affairs Ordinance Revisions

B. Amendments to City Code Chapter 21, Streets, Roads, Rights-of-Way, and Public Improvements and the Comprehensive Transportation Review

13. Mock Agenda - 10:15 PM

A. Mock Agenda

14. Old / New Business - 10:20 PM

15. Adjournment - 10:30 PM

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Board and Commission Appointment and Reappointment

Recommendation

The Mayor put forth the following nomination for membership to the Boards and Commissions for confirmation by Councilmembers.

Commission on Aging
Anne Herbster- reappointment to serve a three-year term until June 1, 2029.

Education Commission
Rashonda Pyles- new appointment to serve as the Education Professional with an expiring two-year term until April 1, 2027.

Environment Commission
Xiannu Jin- new appointment to serve an expiring three- year term until November 1, 2028.
Maxwell Sanborn- new appointment to serve an expiring three-year term until September 1, 2027.

Human Rights Commission
Jeni Stepanek- new appointment to serve an expiring three-year term until July 1, 2029.

Human Services Advisory Commission
Rema Jweied Guegel – reappointment to serve a three-year term until July 1, 2029.

Retirement Board
Paula Perez- reappointment to serve as the AAME Representative for a three-year term until July 1, 2029.

Attachments

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: PUBLIC WORKS (PW)
Responsible Staff: N/A

Subject

Award and Authorize the City Manager to Execute a Rider Agreement with Colossal Contractors, Inc., a Maryland corporation, in the amount not to exceed $200,000 for the initial term, with terms and pricing consistent with Montgomery County Public Schools Contract #9747.2, for Carpenter Contractor Services at Various Facilities

Department

Rec & Parks - Parks & Facilities

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a rider agreement for an amount not to exceed $200,000 with terms and pricing consistent with Montgomery County Public Schools Contract #9747.2, for Carpenter Contractor Services at Various Facilities to Colossal Contractors, Inc. of Burtonsville, Maryland for a period of one (1) year through May 7, 2027 with the option to extend for (1) one additional year through May 7, 2028.

Discussion

Staff will utilize repair services based on the wide variety of categories bid such as painting, carpentry, plumbing, electric, masonry, and drop ceiling repair.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

This is a cooperative procurement through the Montgomery County Public Schools Contract #9747.2. By using the multi-year Montgomery County Public Schools' contract for carpenter contractors' services, the City can benefit from saving both time and money. Pricing may be more competitive as Montgomery County Public Schools is a larger agency and may have had a better response to their bid, and a review of current industry pricing shows that the labor rates and materials mark-up rate provided are reasonable.

In accordance with Rockville City Code, Section 17-71(b), Cooperative Procurement, the City may contract with any contractor who offers goods, services, insurance, or construction on the

same terms as provided to other State or local governments or agencies thereof, who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City.

In accordance with Rockville City Code, Section 17-39(a), Awarding Authority, all contracts involving more than two hundred fifty thousand dollars ($250,000) shall be awarded by the Mayor and Council.

Colossal Contractors, Inc. is a Non- Minority, Female, Disabled, or Veteran (Non-MFD-V) company.

The draft contract is attached as Attachment 1.

To view all contract documents, please click the link provided below:

1. Colossal MCPS Executed Agreement 9747.2
2. Colossal MCPS Agreement Amendment 1
3. Colossal MCPS Agreement Amendment 2
4. Colossal MCPS Agreement Amendment 3

Fiscal Impact

Services under this agreement are intended to be provided on an as-needed basis. Funding is available in various Recreation and Parks operating accounts, and funding may also be provided for work associated with capital projects.

All future budget appropriations are subject to Mayor and Council approval.

Next Steps

Upon Mayor and Council approval, the Procurement Department will issue a contract to Colossal Contractors, Inc.

Attachments

Attachment 1 - Colossal Contractors Draft Rider Agreement

CITY OF ROCKVILLE, MARYLAND
Rider Agreement

This **RIDER AGREEMENT** (this "**Rider Agreement**") is made this is made this __ day of July 2026 (the "**Effective Date**"), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the "**Mayor and Council**" or the "**City**"), and **COLOSSAL CONTRACTORS INC.,** a Maryland corporation with its principal place of business located at 4601 Sandy Spring Road, Burtonsville, Maryland 20866 (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to as the "**Party**," or collectively as the "**Parties**."

RECITALS

A. **WHEREAS,** the Mayor and Council desires to procure, on behalf of the City of Rockville Department of Recreation and Parks (the "**Department"**), certain contractor services, including but not limited to painting, carpentry, plumbing, electric, masonry, and drop ceiling repair (**"Services"**) at various City-owned facilities**;** and

B. **WHEREAS,** in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Services from the Contractor without utilizing the City's formal solicitation process if (i) if the Contractor has entered into a contract to provide the Services to "other state or local governments or agencies," (ii) the other state or local government or agency arrived at the contract terms for the Services with the Contractor "through a competitive procurement procedure similar to the procedure used by the City," and (iii) the City obtains the same contract terms the Contractor offered to the other state or local government or agency; and

C. **WHEREAS,** Montgomery County Public Schools, public school district in the State of Maryland ("**MCPS**") which completed a competitive bid process and awarded a contract to the Contractor; and

D. **WHEREAS,** on or about April 3, 2023, MCPS issued Invitation for Bid #9747.2 ("**MCPS RFP**") to solicit the procurement of electricity supply services; and on June 18, 2025, the Contractor submitted a response to MCPS for electricity supply services; and

E. **WHEREAS,** on June 21, 2023 MCPS entered into an agreement with the Contractor, which agreement was amended on May 15, 2024 (Amendment 1), on May 15, 2025 (Amendment 2), and on May 15, 2026 (Amendment 3) (collectively, the "**MCPS Agreement**"), attached hereto as **Exhibit A** and incorporated by this reference, pursuant to which the Contractor agreed to provide MCPS with the Services; and

F. **WHEREAS,** the City determined that MCPS's competitive procurement procedure is similar to the competitive procurement procedure required by the City; and

G. **WHEREAS**, the Parties agree that where the terms of this Rider Agreement vary from the terms and conditions of the MCPS Agreement, the terms and conditions of this Rider Agreement shall prevail; and

H. **WHEREAS,** the Contractor agrees to provide the Services to the City on the same terms and conditions as provided in the MCPS Agreement, subject to the terms and conditions of this Rider Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Agreement, provide to the City the Services in accordance with all Work Requests issued under Section 1.03.

Section 1.02. Contract Administrator. The Department is the "**Contract Administrator**" for this Rider Agreement. The Contractor shall provide the Services to the City under the direction of the following Contract Administrator:

Noel Gonzalez, Facilities Property Manager
Public Works/Parks Maintenance Facility
14645 Rothgeb Drive
Rockville, MD 20850
(240) 314- 8728
ngonzalez@rockvillemd.gov

It shall be the Contractor's responsibility to ensure that the Contract Administrator is kept informed on the progress of the work performed under this Rider Agreement. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator. The City Manager or authorized designee may modify the forgoing Contract Administrator by notifying the Contractor of such modification in writing.

Section 1.03. Work Requests. Contractor agrees to provide the Services under the Contract on an as-needed basis. The City shall request performance of the Services under this Rider Agreement by submitting to Contractor a written work request for specified Services, which may be transmitted by e-mail ("**Work Request**"). Contractor must acknowledge receipt of the Work Request in writing within 48 hours of the City's transmittal and must request any

clarifications or modifications to the Work Request within five (5) days of the City's transmittal. After said five (5) day period has elapsed, Contractor shall perform the Services as stipulated by the Work Request, unless the Project Manager agrees to accept a subsequent modification**.**

(a) Any work performed outside the scope of a Work Request is at Contractor's risk and faces the probability of delayed or denied payment.

(b) Any agreements or stipulations in any Work Request that are contrary to the terms of this Rider Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Rider Agreement.

(c) Contractor shall proceed expeditiously with adequate forces and shall complete all Services within the timeframe specified in a Work Request, and in all cases no later than the expiration of this Rider Agreement (collectively, the "**Contract Time**").

(d) If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Services within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than the City's permitted construction work hours of 7:00 AM to 5:00 PM, Monday through Friday), to ensure that the Services are substantially within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Services in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Services. City may also take all necessary measures to prevent the need for subsequent accelerations of the Services. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

(e) During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Services that will not be affected adversely by such conditions. No portion of the Services shall be constructed under conditions which would affect adversely the quality thereof, unless special means or precautions are taken by Contractor to perform the Services in a proper and satisfactory manner.

Section 1.04. Delay.

(a) If the Contractor is delayed in the Services by any act of 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 of time if warranted. All claims for extensions must be made by written notice sent to the Project Administrator within ten (10) calendar days after the date when the alleged cause for the extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Project Administrator does not receive such written notice within the prescribed time, the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted

unless the Project Administrator expressly grants an extension of time by written notice to the Contractor.

(b) By executing this Rider Agreement, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under this Rider Agreement, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The duration of this Rider Agreement shall begin on the Effective Date and shall expire on May 31, 2027 (the "**Contract Term**") pursuant to the term of the MCPS Agreement, unless earlier terminated in accordance with Article IX below. MCPS and Contractor may extend the term of the MCPS Agreement for an additional one-year term. If the MCPS Agreement is extended, the City reserves the right to extend the Contract Term, not to exceed one additional one-year periods by mutual agreement.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Services.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation, Required Appropriation of Funds. In order to compensate the Contractor for the provision of the Services, the Mayor and Council agrees to pay the Contractor, which total amount shall not exceed **Two Hundred Thousand and 00/100 Dollars ($200,000.00)** (the "**Contract Sum)**, and may not exceed the pricing itemized in the MCPS Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 3.01 shall be at no cost to the Mayor and Council.

All payments made under this Rider Agreement are contingent upon appropriation and encumbrance of funds by the Mayor and Council.

Section 3.02. Manner and Method of Payment.

(a) Invoice.

(i) Consistent with the pricing itemized in the MCPS Agreement, the Contractor will submit to the City Manager or his designee invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in

a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(ii) The City Manager or his designee will independently review the invoices submitted by the Contractor to determine whether the tasks and deliverables to be completed and the provision of the Services are in compliance with the terms and conditions of this Rider Agreement. Upon payment of the Contractor's invoice by the City, the Contractor shall immediately provide the Services in accordance with this Agreement.

(iii) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(iv) Payment to Subcontractor. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Rider Agreement, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Rider Agreement; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 3.03. Waiver. Payment to the Contractor for work performed and expenses incurred for the provision of the Services pursuant to this Rider Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Services and services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "**Key Personnel**") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Services and make all decisions in connection therewith.

Juan R. Navarro (Name) President (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall provide all Services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the Contract Term all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform work related to the provision of the Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes

of this Rider Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall provide all Services hereunder in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services is rendered.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Services required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of work related to the provision of the Services. The Contractor further covenants that in the provision of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "**ADA**"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Services specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the work for the provision of the Services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and Services performed hereunder (the "**Books and Records**"), as shall be necessary to perform the work related to the provision of the Services required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor's successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Services as the Contract Administrator shall require. The Contractor hereby acknowledges that the cost of work and Services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or Services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Right to Audit. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of this Rider Agreement (the "**City's Audit Right**"). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

(a) Audit. The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Contractor or Subcontractor is in compliance with all requirements under this Rider Agreement.

(b) Cost Audit. If there is a claim for additional compensation, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

(c) Accounting Records. The Contractor and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting

practices. The Contractor and Subcontractors shall make available to the City for review and audit all Books and Records relating to the Services. Upon the City's request, the Contractor and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

(d) City's Audit Right Binding on Subcontractors. The Contractor shall include the City's Audit Right as described in this Section 6.03 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) At the discretion of the Risk Manager for the City of Rockville (the "**Risk Manager**"), the Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager, during the entire term of this Rider Agreement including any extensions thereof, the insurance coverages described in **Exhibit B**, entitled "**Insurance Requirements**", which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the work in compliance with Section 4.04 of this Rider Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in providing Services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Intentionally Omitted.

Section 7.04. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Rider Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or Services to be performed under this Rider Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the the Services.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall

include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Non-availability of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Rider Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Rider Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of Services by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or

injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Rider Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Services performed prior to the effective date of the notice of termination for any Services authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
Email: cityclerk@rockvillemd.gov

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov

Department of Procurement
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov

To the Contractor:

Juan R. Navarro
Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, Maryland 20866
Phone: 301-476-9060
Email: rnavarro@colossalcontractors.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5^{th}) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, "business day" means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals, Interpretation.

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(a) Incorporation of Recitals. The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are fully incorporated into this Rider Agreement by this reference as if fully set forth and state the obligations as if the parties to the MCPS Agreement were identical to the parties of this Rider Agreement.

(b) Interpretation. The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and provisions of the MCPS Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If 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 Contractor may be declared ineligible for further contracts with the Mayor and Council. 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 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.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider 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 this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 10.10. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.11. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be

charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.12. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.13. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(**Signature pages to follow**)

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IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Rider Agreement for the procurement of the Services under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland

By: _____
Jeff Mihelich, City Manager

_____
Cynthia Walters
Acting City Attorney

CONTRACTOR

COLOSSAL CONTRACTORS INC., a Maryland corporation

By: _____
Juan R. Navarro
President

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EXHIBIT A
MCPS Agreement

See Attached

June 21, 2023

Colossal Contractors, Inc.
Mr. Juan Navarro
4601 Sandy Spring Road
Burtonsville, MD 20866

Dear Mr. Navarro:

RE: Award Notification – Bid No. 9747.2, Carpenter Contractor Services at Various Facilities

This is the official notification of your award as it relates to the above referenced bid. This is a notice of award only. Delivery of product or service shall not begin until you receive an official order, signed by the director of the Division of Procurement.

The contract shall consist of the solicitation, your complete bid response, and any subsequent correspondence.

Please contact the Division of Procurement if you need additional information. Thank you for your interest in Montgomery County Public Schools.

Sincerely,

Angela McIntosh-Davis, CPPB
Director, Division of Procurement

AMD:sjd
Copy to: Bid File

Division of Procurement
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to the Division of Procurement at the above address where it will be opened and publicly read at the stated time. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.

B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.

C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil

Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.
If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Division of Procurement. If you are filing a report for the first time, send a copy of EEO-1 to the Division of Procurement. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts
All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts
Prompt payment discounts are solicited and will be treated as follows:
(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- **A.** Name and address of the contractor
- **B.** Taxpayer Identification number
- **C.** The purchase order number
- **D.** An invoice number
- **E.** Bid number if applicable
- **F.** The ship to address
- **G.** Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- **H.** Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid.

Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- **A.** Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.
- **B.** Protect the Board of Education against latent defective material

or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.

D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than
$500,000 for Bodily Injury and $100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery
Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples
Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples
The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities
Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature
All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to exis

buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI.Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs**.**

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Division of Procurement before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Division of Procurement. The senior buyer of the Division of Procurement shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Division of Procurement within seven (7) calendar days of the date of the pre-award notice

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.



Angela McIntosh-Davis
Director, Division of Procurement

MONTGOMERY COUNTY PUBLIC SCHOOLS
DIVISION OF PROCUREMENT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

BID ENVELOPE

TO BE DELIVERED TO

Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999

BID NO._____
BID NAME _____
OPENING DATE_____ OPENING TIME _____

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.
It is suggested that vendors utilize a tracking service to insure prompt delivery.

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
Division of Procurement
45 West Gude Drive Room 3100
Rockville, Maryland 20850-1747
240-740-7600
March 21, 2023

INVITATION FOR BID 9747.2

CARPENTER CONTRACTOR SERVICES AT VARIOUS FACILITIES

Bid Opening Time: 2:30 P. M.

Bid Opening Date: April 3, 2023
NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

COMPANY NAME: _____

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

1. Term of Contract: May 8, 2023 through May 7, 2024

2. Terms of Delivery: As Specified

3. Delivery Destination: Individual Location, Noted on Purchase Order

4. Bid Security Required: ***Surety Letter***
Bid Security must be made payable to Montgomery County Board of Education

5. Performance Bond Required: ***yes***

6a. Samples Required: ☐ Yes ☒ No

6b. Sample Delivery Requirements:
- ☐ Deliver to Procurement Office
- ☐ Deliver to the Distribution Center
- ☐ Deliver to the Division of Maintenance
- ☐ Other

6c. Sample Delivery Time:
- ☐ Prior to bid opening
- ☐ At time of bid opening
- ☐ Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

☐ 1. A **corporation**, incorporated under the laws of the state of _____

☐ 2. Authorized to do business in the state of Maryland

☐ 3. An **individual** trading and doing business under a fictitious name

☐ 4. Trading and doing business under individual's own name

☐ 5. A **partnership,** name(s) of partner(s): _____

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Tax Id Number _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

1. Purchase Order Address _____
2. Representative's Name _____
3. Phone Number/Extension _____
4. Fax Number _____
5. Toll Free Number _____
6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process.

_____ Prompt payment discounts of less than twenty days will not be considered.

V. PURCHASING CARD PROGRAM: MCPS is currently utilizing a purchasing card program through Master Card. Please check the appropriate box below.

☐ Yes, we accept Master Card ☐ No, we do not accept Master Card

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile of US Mail. MCPS prefers facsimile. Please check your preference below. If your company has the capability of receiving orders via Electronic Data Interface (EDI), please contact the Procurement Unit to determine if the system is compatible with MCPS.

☐ Facsimile ☐ US Mail ☐ EDI

VII. SLMBE (Small, Local, and Minority Business Enterprise): Check the appropriate box below.

☐ African American ☐ Asian American ☐ Hispanic ☐ Native American
☐ Female ☐ Disabled ☐ None

VIII. BIDDER'S CERTIFICATION

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By: (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

Bidder	Item 1 - Carpenter		Item 2 - Carpenter Helper		Item 3 - Percentage Over Direct Cost
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	
Colossal Contractors, Inc.	$ 27.95	$ 38.00	$ 23.00	$ 33.00	10%
Unisource Services LLC	$ 28.00	$ 38.00	$ 24.00	$ 34.00	10%
E.A.R.N. Contractors, Inc.	$ 28.00	$ 39.00	$ 24.00	$ 36.00	10%
Go Pro Constuction, LLC	$ 29.50	$ 39.50	$ 27.00	$ 37.00	10%
Prevost Construction, Inc.	$ 35.00	$ 52.00	$ 25.00	$ 38.00	10%
OMF Contractors, Inc.	$ 40.00	$ 65.00	$ 35.00	$ 60.00	13%
JB Contracting, Inc.	$ 47.00	$ 70.50	$ 25.00	$ 37.50	10%
AtLam LLC	$ 50.00	$ 75.00	$ 32.00	$ 48.00	12%
Total Contracting, Inc.	$ 55.00	$ 83.00	$ 40.00	$ 60.00	10%
Alden Inc	$ 62.00	$ 90.00	$ 52.00	$ 70.00	12%
Akbar Contracting, Inc.	$ 65.00	$ 85.00	$ 45.00	$ 70.00	20%

ADOPTED
5.1

Office of the Superintendent of Schools
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

May 8, 2025

MEMORANDUM

To: Members of the Board of Education

From: Thomas W. Taylor, Superintendent of Schools

Subject: Procurement Contracts of $25,000 or More

[ ] Information [X] Action

Superintendent Recommendation:
The superintendent recommends that the Board of Education approve the request to expend up to the indicated values for procurement contracts of $25,000 or more. These contracts can support districtwide purchases and are not limited to a specific office.

WHEREAS, Funds have been budgeted for the purchase of equipment, supplies, and contractual services; now therefore be it

Resolved, That having been duly advertised or justified, the following contracts be awarded with the spending authority up to the values indicated with the most responsive and responsible bidders or offerors meeting specifications as follows:

IFB No. 019-20	Third-Party Qualified Elevator Inspection Services for Conveyance System—Extension Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to exercise the annual extension of the contract bridged through Prince George's County Public Schools for the third-party qualified elevator inspection services for the conveyance system. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3)	
	Awardee: Allsafe Elevator Inspections, LLC, Baltimore, Maryland	$70,000

NTA-500-24-002	Inspection, Maintenance, Repair, and Installation, for Bleachers and Stadium Seating—Extension Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to approve the annual contract bridged through Baltimore County Public Schools for the preventative maintenance, repair, and installation of bleachers and stadium seating. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3)	
	Awardee: TJ Distributors, Inc., Forest Hill, Maryland	$465,000
R230305	Educational School Supplies, Instructional Solutions, and Related Products—Extension Responsible Office: Office of District Operations—Department of Materials Management Description: This is a request to exercise the final annual extension of the initial three-year period of the contract bridged through OMNIA Partners Region 4 ESC-TX for the School Specialty catalog punchout. This contract is for a percentage off catalog pricing used by all schools, specifically for elementary level early childhood classroom materials. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3)	
	Awardee: School Specialty LLC, Greenville, Wisconsin	$750,000
085.24.B2	Gym Equipment and Bleacher Inspection Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to approve the annual contract bridged through Howard County Public Schools for gym equipment and bleacher inspection services. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3)	
	Awardees: Degler-Whiting, Inc., Elverson, Pennsylvania Modern Door & Equipment Sales, White Plains, Maryland TJ Distributors, Inc., Forest Hill, Maryland Total	$350,000

4026.8 Paint and Paint Sundries
Responsible Office: Office of Facilities Management—Division of Maintenance and Operations
Description: This is a request to approve the new annual contract for the purchase of paint and paint sundries by the Division of Maintenance to be used at schools and offices.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board of Education (Board) Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees:

PPG Architectural Finishers Inc., Cranberry Township, Pennsylvania, Local Affiliate, Forestville, Maryland	$13,236
The Sherwin Williams Company, Cleveland, Ohio, Local Affiliate, Beltsville, Maryland	$27,885
Total	$41,121

4050.10 Clocks—Extension
Responsible Office: Office of District Operations—Department of Materials Management
Description: This is a request to exercise the final annual extension of the contract for the purchase of clocks for the warehouse, schools, and offices.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardee:
Pyramid Paper Company, Inc., Tampa, Florida $42,976

4100.9 Fire Alarm Parts—Extension
Responsible Office: Office of Facilities Management—Division of Maintenance and Operations
Description: This is a request to exercise the fourth and final annual extension of the contract for the purchase of fire alarm parts.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardee:
Security & Energy Technologies Corporation, Chantilly, Virginia $75,000

4118.7 Industrial V Belts—Extension
Responsible Office: Office of Facilities Management—Division of Maintenance and Operations
Description: This is a request to exercise the second of three possible annual extensions of the contract for the purchase of industrial V belts.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardee:
Neopart Transit, LLC, Reading, Pennsylvania $40,000

7006.10 Hand-Held Calculators and CBL Data Collection Systems
Responsible Office: Office of the Chief Academic Officer—Department of Pre-K–12 Curriculum
Description: This is a request to approve the new annual contract for the purchase of hand-held calculators and CBL data collection systems.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees:
El Dorado Trading Group, Inc., dba The Bach Company, Mountain View, California
Staples Inc., dba Staples Contract & Commercial LLC, Philadelphia, Pennsylvania
Total $277,000

7076.9 Automotive Shop Equipment, Repair, Service and Parts
Responsible Office: Office of District Operations—Department of Transportation
Description: This is a request to approve the new contract to provide equipment, repair, service, and parts for the automotive shop. Successful bidders are expected to provide repair services, parts, and, when the need arises, transportation of automotive shop equipment owned by Montgomery County Public Schools (MCPS) to the successful bidder's shop for repair.
Procurement Authority Annotated Code of Maryland, Education Article, § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

	Awardees:	
	Alan Tye & Associates, L.C., Fairfax, Virginia McHenry Pressure Cleaning Systems Inc., Frederick, Maryland Total	$95,000
7114.7	Bus Wash Chemicals—Extension Responsible Office: Office of District Operations—Department of Transportation Description: This is a request to exercise the third and final annual extension of the contract for the purchase of bus wash chemicals used to wash buses and MCPS-owned vehicles by the Department of Transportation. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*	
	Awardee: The MYCO Companies Inc., Columbia, Maryland	$65,000
7118.11	Heavy Equipment, Tractor and Mower Parts—Extension Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to exercise the first of three annual extensions of the contract for the purchase of heavy equipment, tractors, and mower parts. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*	
	Awardees: Gaithersburg Farmers Supply Inc., Gaithersburg, Maryland Gambrills Equipment Co., Inc., Severn, Maryland Total	$500,000
7313.1	Remanufactured Toner Cartridges—Extension Responsible Office: Office of Strategic Initiatives—Department of Digital Innovation Description: This is a request to exercise the first of four annual extensions of the contract for the purchase of remanufactured toner cartridges for use in printers in all MCPS schools and offices.	

Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees:
Alpha B2B LLC, dba Quality Imaging Solutions, Bellevue, Washington
Clarity Imaging Solutions, Inc., Cherry Hill, New Jersey
Coast to Coast Computer Products, Inc., Simi Valley, California
Total $288,000

9016.9 Electrical Supplies and Equipment
Responsible Office: Office of Facilities Management—Division of Maintenance and Operations
Description: This is a request to approve the new annual contract for the purchase and delivery of electrical supplies used by the Division of Maintenance.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees:
C.N. Robinson Lighting Supply Co., Inc., Baltimore, Maryland
United Electric Supply Company, Inc., New Castle, Delaware, Local Affiliate, Beltsville, Maryland
Total $485,000

9051.10 Athletic, Cheerleader, and Pom-Pom Uniforms—Extension
Responsible Office: Office of School Support and Improvement—Department of Athletics
Description: This is a request to exercise the second of four annual extensions of the contract for the purchase of athletic uniforms, cheerleading, and pom-pom uniforms for high schools, as well as uniforms for middle school athletics.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees:
All American Sports Corp., dba Riddell, North Ridgeville, Ohio
Maryland's Athletic House, Gaithersburg, Maryland
Rebel Athletic Inc., Carrollton, Texas

	Valley Fox, Inc., Cumberland, Maryland Varsity Brands Holding Co., Inc., Dallas, Texas Total	$600,000
9154.8	Industrial Hygiene and Laboratory Services—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to exercise the second of four annual extensions of the contract to provide industrial hygiene services, consulting, and final inspections/approval for asbestos, air sampling, and related projects. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards* Awardee: (See note on page 11) Yoti N.N. & Associates, Inc., Olney, Maryland*	$350,000
9159.7	Doors and Window Replacement at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to exercise the second of four annual extensions of the contract for the purchase of door and window replacements at various facilities. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards* Awardee: Metro Metal Services, Inc., Flintstone, Maryland	$950,000
9182.9	Concrete Removal and Replacement at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to exercise the second of four annual extensions of the contract for concrete removal and replacement at various facilities. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards* Awardees: (See note on page 11) D&F Construction, Inc., Forestville, Maryland*	

E&R Services, Inc., Lanham, Maryland*
Espina Paving, Inc., Woodbridge, Virginia
Walker Willis Corp., Sandy Spring, Maryland
Total $750,000

9450.3 HVAC, Pipe Insulation Replacement at Various Locations—Extension
Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance
Description: This is a request to approve the second extension of the annual contract to replace pipe insulation with suspected mold in schools and offices.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees: (See note on page 11)
Goel Services, Inc., Washington, District of Columbia*
M&M Welding and Fabricators, Inc., Mount Airy, Maryland*
Southern Insulation, Inc., Hyattsville, Maryland
Total $300,000

9457.2 Provide Medical Services, Alcohol/Drug Testing, and Physicals for Staff, School Bus, and Vehicle Drivers—Extension
Responsible Offices: Office of Human Resources and Development, Office of District Operations—Office of Facilities Management
Description: This is a request to exercise the first of four possible annual extensions of the contract to provide medical services, alcohol/drug testing, and physicals for staff, school bus and vehicle drivers.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees: (See note on page 11)
All Day Medical Care Clinic, LLC, Belfast, Maine, Local Affiliate, Gaithersburg, Maryland
Briggs Chaney Walk-In Clinic, LLC, Silver Spring, Maryland
Frederick Health Employer Solutions, LLC, Frederick, Maryland
Medical Access PC, dba Tru Urgent Care DMV, Germantown, Maryland*

	White Glove Drug & Alcohol Testing, Inc., Severna Park, Maryland* Total	$150,000
9463.2	Commercial Kitchen Equipment Repair Parts Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to approve the new annual contract for the purchase and delivery of commercial kitchen equipment repair parts used by the Division of Maintenance and Operations. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA	
	<u>Awardees:</u> Capp, Inc., Clifton Heights, Pennsylvania Parts Town, LLC, Addison, Illinois The Electric Motor Repair Company, Rosedale, Maryland Total	$52,800
9732.3	Radon Diagnostic, Test and Mitigation Services at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to exercise the first extension of the annual contract for Radon Diagnostic, Test and Mitigation Services at various facilities used by the Division of Sustainability and Compliance. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*	
	<u>Awardee:</u> Radon Abatement Services, Silver Spring, Maryland	$100,000
9744.2	Sports Wood Flooring System at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to add a vendor to the current contract. Present project demands exceed current vendor capacity, necessitating the need for an additional vendor and funding.	

Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardee:
Miller Flooring Company, West Chester, Pennsylvania $200,000

9746.2 Plumbing Contractor Services at Various Facilities—Extension
Responsible Office: Office of Facilities Management—Division of Design and Construction
Description: This is a request to exercise the second of four annual extensions for the purchase of plumbing contractor services at various facilities.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees: (See note on page 11)
Denver-Elek Inc., Essex, Maryland
JPG Plumbing and Mechanical, Inc., Jessup, Maryland
Magnolia Plumbing Inc., Washington, District of Columbia
Mallick Plumbing & Heating, Inc., Gaithersburg, Maryland
RSC Electrical & Mechanical Contractors, Inc., Fairmount Heights, Michigan*
Total $300,000

9747.2 Carpenter Contractor Services at Various Facilities—Extension
Responsible Office: Office of Facilities Management—Division of Design and Construction
Description: This is a request to exercise the second of four annual extensions of the contract for the purchase of carpenter contractor services at various facilities.
Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees: (See note on page 11)
Colossal Contractors, Inc., Burtonsville, Maryland*
E.A.R.N. Contractors, Inc., Gaithersburg, Maryland*
Unisource Services, LLC, Spencerville, Maryland*
Total $350,000

9753.1	Public Safety Radio Amplification System Inspection/Testing and Services/Repair—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to exercise the final annual extension of the contract for mandated annual inspections, testing, and service of public safety radio amplification systems in schools and/or offices in compliance with Montgomery County Code Requirements. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, *MCPS Procurement Practices and Bid Awards*	
	Awardee: Mobile Communications America, Inc., Manassas, Virginia	$171,000
TOTAL PROCUREMENT CONTRACTS $25,000 OR MORE		$7,817,897

*Denotes Minority-, Female-, or Disabled-owned Business

Note: Contract amounts will be based on individual requirements.

Formal bids and request for proposals (RFPs) were obtained and evaluated by the Division of Procurement, Office of Finance, in consultation with the users. The tabulations, cost comparisons, and budget account verifications are available in the Division of Procurement files. Summary information about vendors that receive payments of $25,000 or more during a fiscal year, July 1 through June 30 of the following year, is available in the Funding Accountability and Transparency database on the MCPS website. The information identifying vendors by names and locations is the information submitted on the Internal Revenue Service Form W-9 with local affiliates noted as applicable.

TWT:IAW:RR:amd

Attachment

Bid Activity Report
May 8, 2025

Attachment

BID/RFP No.	BID/RFP NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
GS-35F-0765R	Information Technology Equipment, Software & Services—Extension	Bridge Through General Services Administration					
IFB No. 019-20	Third Party Qualified Elevator Inspection Services for Conveyance System—Extension	Bridge Through Prince George's County Public Schools					
NTA-500-24-002	Inspection, Maintenance, Repair, and Installation, for Bleachers and Stadium Seating—Extension	Bridge Through Baltimore County Public Schools					
R230305	Educational School Supplies, Instructional Solutions, and Related Products—Extension	Bridge Through OMNIA Partners Region 4 ESC-TX					
085.24.B2	Gym Equipment and Bleacher Inspection	Bridge Through Howard County Public Schools					
4026.8	Paint and Paint Sundries	2	0	2	0	2	0
4050.10	Clocks—Extension	3	0	1	0	1	0
4100.9	Fire Alarm Parts—Extension	11	2	2	0	1	0
4118.7	Industrial V Belts—Extension	13	2	1	0	1	0
7006.10	Hand–Held Calculators and CBL Data Collection Systems	2	0	2	0	2	0
7076.9	Automotive Shop Equipment, Repair, Service and Parts	10	1	2	0	2	0
7114.7	Bus Wash Chemicals—Extension	16	5	4	1	1	0
7118.11	Heavy Equipment, Tractor and Mower Parts—Extension	14	1	3	0	2	0
7313.1	Remanufactured Toner Cartridges—Extension	15	5	11	4	3	0
9016.9	Electrical Supplies and Equipment	12	3	2	0	2	0

BID/RFP No.	BID/RFP NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
9051.10	Athletic, Cheerleader, and Pom Pon–Uniform—Extension	10	1	5	0	5	0
9137.6	Products for Summer Food Program—Extension	24	3	17	3	7	2
9154.8	Industrial Hygiene and Laboratory Services—Extension	35	2	9	1	1	1
9159.7	Doors and Window Replacement at Various Facilities—Extension	19	9	1	0	1	0
9182.9	Concrete Removal and Replacement at Various Facilities—Extension	25	16	8	6	4	2
9450.3	HVAC, Pipe Insulation Replacement at Various Locations—Extension	15	5	4	1	3	2
9457.2	Provide Medical Services, Alcohol/Drug Testing, and Physicals for Staff, School Bus, and Vehicle Drivers—Extension	12	2	5	2	5	2
9463.2	Commercial Kitchen Equipment Repair Parts	12	1	3	0	2	0
9464.2	Filters for Heating Ventilation and Air Conditioning (HVAC)—Extension	11	2	4	1	3	1
9618.5	Restroom Renovations and Designed ADA Upgrades at Various Facilities—Extension	38	25	8	0	4	3
9637.6	Fire Alarm Replacement and Services at Various Locations	29	5	3	0	3	0
9732.3	Radon Diagnostic, Test and Mitigation Services at Various Facilities—Extension	23	0	1	0	1	0
9744.2	Sports Wood Flooring System at Various Facilities—Extension	2	0	2	0	3	0

BID/RFP No.	BID/RFP NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
9745.2	Masonry, Waterproofing, Retaining Walls and Similar Repairs and Replacements at Various Facilities—Extension	27	13	3	2	3	2
9746.2	Plumbing Contractor Services at Various Facilities—Extension	8	2	5	1	5	1
9747.2	Carpenter Contractor Services at Various Facilities—Extension	15	12	11	6	3	3
9753.1	Public Safety Radio Amplification System Inspection/Testing and Services/Repair—Extension	15	0	3	0	1	0

Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland

INVITATION FOR BID #9747.2

CARPENTER CONTRACTOR SERVICES AT VARIOUS FACILITIES

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes providing all labor and materials to perform various carpenter services and repair tasks as may be required, including but not limited to the installation and repairs of components related to carpentry trade. Work will be performed at various facilities throughout Montgomery County Public Schools (MCPS) as requested.

B. INTENT

1. It is the intent of this bid to secure all-inclusive cost for hourly labor rates and materials to fully cover all required labor and materials to perform general carpentry trade, including but not limited to repairs and installation of various carpentry trade type projects as requested by MCPS and specified herein. It is the intent to award to various contractors that will be required to make a comprehensive inspection of each work site and submit a firm proposal. Once all responses are received and reviewed by MCPS, the awarded contractor offering the lowest price will be awarded the project. The project will begin and must be completed within the time frame approved by MCPS and indicated on the proposal. **Successful Contractor(s) will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section M and APPENDIX F.**

2. **Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of these requirements and permitted by the requirement shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

C. AWARD

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to multiple qualified Contractors submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. **Awards are contingent upon availability of funds**.

   In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as add suppliers/vendors throughout the contract term should a need arise that cannot be provided by any of the awarded contractor(s).

2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

D. SITE INSPECTION

The successful Contractor(s) shall inspect the work sites, take measurements and develop proposals. The Contractor(s) must report to the main office to contact the building service manager prior to inspection. When the proposal has been submitted and received, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished. **Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

E. SCHEDULE

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Division of Procurement will be the Contractor's authorization to proceed with an approved proposal. Scheduling of work must receive prior approval of the MCPS Coordinator. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **Late charges will be deducted for failure to meet any target dates without an MCPS approved extension (See "Late Charges for Failure to Complete on Time" under Contract Administration.)**

2. Normal Work Period

   Work may be performed on regular school days: **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS building service personnel are normally on site during these hours).

3. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regards to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

F. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The bidder will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to re-bid. If the contract is extended a contract amendment will be issued.

G. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

H. PROVISION FOR PRICE ADJUSTMENT

1. Price increases will not be considered for the first year of this contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for price increase shall be honored at the original contract price. If a price increase is accepted a contract amendment will be issued.

2. Unit pries quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendation for awards, however, shall be made based on the original submission only.

I. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency/ Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established

MCPS procedures and school administrative guidelines during such an occurrence.

2. Supplied herein under **APPENDIX D**, for the Contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractors responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.

3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

J. WARRANTY/SERVICES/REPAIR

1. The specifications require that workmanship and materials shall be warranty/guarantee for two years. Final payment will be made once the installation is completed and accepted by MCPS. The warranty shall begin from the date the MCPS Project Coordinator approved and signed the Contractor's final invoice for payment.

2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.

3. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

K. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion of this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Division of Design and Construction, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. The process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers flooring, roofing systems, and PA Systems.**

2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.

3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state so and indicate the current code or model number.

L. MATERIALS

Materials to be used in the performance of this contract shall be new and the manufacturer's latest design improvements and materials current at the time of shipment. The MCPS Project Coordinator shall be notified of any design changes prior to delivering and the Contractor shall supply sufficient information to allow evaluation.

M. GENERAL ASBESTOS INFORMATION

1. Asbestos Free Materials

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The Contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at http://ts.nist.gov/standards/scopes/programs.htm.

The Contractor shall provide required laboratory analysis report(s) and a completed "Asbestos Free Material Verification Form" herein (see **APPENDIX F**) **within 15 working days** after receipt of the "Pre-Award Notification" letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the Environmental Team Leader at 240-740-2324.

N. DESCRIPTIVE LITERATURE

The apparent successful bidder may be required to furnish, **within two working days** after Pre-Award Notice, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The apparent successful bidder is required to furnish all literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled in numerical sequence according to item and attached on separate pages of a brochure. Failure to submit sequentially marked descriptive literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

1. Bidder's name, address and telephone number

2. Bid number

O. DEVIATIONS

All bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. If these deviations are of a technical nature, the bidder shall supply manufacturers engineered description of the deviation. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

P. SUBMISSION OF BIDS *(Sealed Bids Only) – Required Submissions*

1. Bid Documents

   One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidder(s) may wish to reproduce and retain an additional copy for their files.

2. Quotation Form (Pages 1-4)

   a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX H**. **Faxed quotations are not acceptable. SEALED BIDS ONLY.**

   b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening. Once the contract is approved by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract term.

3. Addenda/Errata

   Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar

http://www.montgomeryschoolsmd.org/departments/procurement/ or contact the Division of Procurement by fax 301-279-3172 or email procurement@mcpsmd.org, to confirm that they have all addenda/errata. **Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.**

4. Minority Business Enterprise in Public Schools

Attachment A and B of the MBE PROCEDURE (**APPENDIX A)** reflecting minimum 10% MBE participation shall be submitted with your bid. (See Section II Contract Administration" for additional MBE information) **Failure to supply as specified may disqualify your bid response.**

5. License/Certifications

a. State of Maryland REQUIRED License (**TO BE SUBMITTED WITH BID)**

General Requirement: The contractor shall possess a current **"State of Maryland" Construction Business License. This is considered "TAX LIABILITY" License and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required.** NOTE: **All out of state bidders must provide an out of state Maryland Construction License.**

b. Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerk of the Circuit Court in which your business is located within the State of Maryland. Contact the **State License Bureau** http://ww.marylandtaxes.com/ or at 410-260-6240 for additional information as required.

The Contractor shall have a State of Maryland Contractor License and have a minimum of five years of experience and have been in business for a minimum of five years. **A COPY OF THE STATE OF MARYLAND CONTRACTOR LICENSE AND WRITTEN CERTIFICATION OF EXPERIENCE AND YEARS IN BUSINESS MUST BE SUBMITTED WITH BID PROPOSAL.** ***Failure to supply as specified may disqualify your bid response.***

6. **Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

ALL MCPS contracts must include the following provisions:

a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty

of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a $5000 fine.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign and employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to a crime involving:

1. A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;

2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or

3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

   Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

   Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

b. **Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Division of Procurement website at http://www.montgomeryschoolsmd.org/departments/procurement.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

Q. EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMarylandMarketplace. Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at https://emma/Maryland.gov, regardless of the award outcome for this project as it is a valuable resource of upcoming bid notifications for municipalities throughout Maryland.

R. BID SECURITY (To be submitted with bid)

1. SURETY STATEMENT

The Surety Agent for the Offeror shall provide on his letterhead a letter addressed to Montgomery County Public Schools signed by an authorized representative of the bonding company, stating:

(Name of Applicant) has been a client of (name of surety company) for over ____ years. During that time, we have supported this firm in their pursuit of projects in the $_____ range and total programs in excess of $_____.

We are prepared to provide, Performance, and Payment Bonds for future MCPS projects provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms.

S. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or email to procurement@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The web site address for the MCPS Division of Procurement is http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx.

Subsequent to the award if the contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing** via fax or email to resolve and receive clarification with copies to Laly Bowers, Buyer, II and the MCPS Capital Improvement Contracting Supervisor.

T. REFERENCES

Bidders shall provide three references with their bid submission. The references shall have the company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid will not be considered. MCPS may request additional references. Note: ALL BIDDERS must provide references **other than MCPS** including bidders currently engaged in business with MCPS.

Company Name & Address **Number** **Person** **Number**

1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

U. AWARD CRITERIA

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance
5. MBE compliance

V. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.

2. Contingent Fee – The successful bidder hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for

furnishing any of the work or services herein contracted for without the written approval of MCPS.

4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

II. CONTRACT ADMINISTRATION

A. PRE-CONSTRUCTION MEETING

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of projects under this contract.

2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting.

3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.

2. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds **within five working days after receiving notification of award for individual projects with a contract value of $100,000.00 or more. This cost shall be included in the proposal.**

3. The Cost of the bond(s) shall be included in all proposal $100,000.00 or more by the contractor. **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds for contract cancellations.**

C. POST BID SUBMISSIONS

1. The apparent low bidder may be required to supply **within forty-eight (48) hours** after MCPS requests, applicable business and contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**

2. Sub-Contractors

   a. MCPS must approve all sub-contracting work in advance; the prime contractor shall supply MCPS with the rational for requesting sub-contracting. It is MCPS' intent that the contractor has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in, appropriately, e.g., electrical, mechanical and/or plumbing, etc. The contractor shall supply a complete list of all sub-contractors and the cost of their work for the evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your contract.** The Contractor shall be responsible for assuring that all proposed sub-contractors are in good

standing with MCPS and have been in business for five years and have a minimum of five years' experience, performing the type of work they will be performing under this contract and possess appropriate licensing.

b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays.**

c. MCPS acceptance of sub-contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failures of the Sub-Contractors to satisfactory perform the work in timely fashion is the Ccntractor's responsibility and not that of MCPS.

3. Minority Business Enterprise (MBE) in Public Schools

a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.

b. Since state funds may be involved in future project(s) performed under this bid "**it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance**". **There is a 10% MBE goal set** for this bid. On future state funded project(s) that may be performed under this bid, that exceed $50,000. The bidder may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding or throughout the course of the project(s).

c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A.**

d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A., must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%. *Failure to supply as specified will disqualify your bid proposal.***

e. MCPS expect all bidders to make a good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will NOT grant MBE waivers without

sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.

f. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at http:///mbe.mdot.state.md.us/directory/search_select.aspn.

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful bidder shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an award of contract.

b. Additional Insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c. Policy Cancellation/Certificate Holder

1) Sixty (60) days written notice of cancellation or material change in any of the policies is required.

2) The Procurement Unit, Montgomery County of Board of Education shall be the insurance certificate holder.

5. Invoicing

a. Contractor shall submit invoices to the MCPS Project Coordinator, Division of Design and Construction, preferred electronically via email or regular mail to the Project Coordinator, Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.

b. A completed State of Maryland, "CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT' IAC/PSCP Form 306.4 **must** accompany **all** invoices, involving state funding (**See APPENDIX A, Attachment G). No invoices will be processed for payment without this form being submitted. INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS IDENTIFY BY PLACING A ZERO ON THIS FORM.**

c. MCPS is not obligated to make partial payments. However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total proposal cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail as specified and accepted by MCPS Project Coordinator.

d. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. Permits and Inspections

The Contractor shall obtain all required permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work obtain all certificates of inspection required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg and Town of Poolesville, etc.

D. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The Contractor shall complete and submit to MCPS, **"CONTRACTOR'S CERTIFICATION"** OF RECEIPT OF PAYMENT", included with this bid solicitation package under **APPENDIX B.** This form shall be completed after the Contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the Contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the Contractor has received payment from MCPS exceeding this amount, the Contractor shall have 10 days in which to submit CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT to MCPS. No further payments will be made to the Contractor until this form has been submitted.

2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL CONSTRUCTION PROGRAM FUNDED PROJECTS THAT EXCEEDS $100,000.** The Contractor shall supply and install the sign specified herein in **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from a State Agency, MCE Sign Platt #111 C/O Patuxent Institution, Attn: Charles Behnke, Plant Manager, 7555 Waterloo Road, Jessup, MD 20794, phone number 410-799-5102 or 5103 or via email cwbehnkekk@dpsc.state.md.us. The current price from Maryland Correctional Enterprises for this sign is $525.00 with lead-time of approximately one week. The

Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

E. MARYLAND BUY AMERICAN STEEL ACT

Steel purchased under this bid must be in compliance with the "Maryland Buy American Steel Act", Sections 17-301 to 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland. This applies to steel purchases that are combined or single purchase that are composed of at least 10,000 pounds of steel products. More detailed information can be found at: http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinIndex.htm it is the bidder's responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

F. SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale … of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property …". Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

G. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English at all times and at least one person who has an MCPS badge at all times.

2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**

3. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors (wall to wall), including floor where material is stored or being transported with **Ram Board .375"** thick or MCPS approved equal. **Ram Board** must be kept in good condition or replaced so floors are protected throughout project.

4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.

5. Contractor and employees;

   a) Contractors are required to have **all employees complete the fingerprinting and background check, so they can receive an MCPS contractor badge.** MCPS Contractor's badges shall be worn while on-premises. **Contractor's employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted** contractors will be required to check in daily at the

facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractors employees must wear a badge while on site.

b) Use of any form of tobacco products, liquor and/or illegal drugs are not permitted in MCPS buildings and on grounds.

c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.

6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.

7. The building is expected to be occupied throughout the stated contract time period allowed for this work to be done. The Contractor shall take all required safety precautions during the duration of project. **Contractors shall secure all openings, at the end of the work day, during projects**.

8. Work area must be left clean and ready for use after work is completed. The Contractor shall remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM-Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling.** The Contractor shall keep track of all trash and recyclable materials such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The Contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email johnmeyerIII@mcpsmd.org that includes the weight, dates and the facility to which the materials was taken to be recycled.

9. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Maryland Occupational Safety and Health Administration (MOSHA) Hazard Communication Standards and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard must be followed. all welding related portion of this contract shall be in-compliance with FM Global requirements.

10. Contractor shall restore, patch and repaint areas that components were removed from existing structure to match exist finish.

11. Upon completion of all work, repair any interior damage as well as exterior damage such as, lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged or any other damages that are as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be repaired; fill ruts and holes with top soil apply one step Hydro-seed containing cellulose or wood fiber fertilizer and grass seed, damaged shrubs and trees shall be replaced.

12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to participate in future Invitation to Bid for a period of two years.**

H. CHANGES IN THE WORK

1. Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under **APPENDIX E** must be completed and signed by both MCPS and Contractor's authorized representative as identified on the form. **All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes to contract will be paid without a complete Change Order Form signed by both parties. *Approved Change Orders do not automatically revise completion dates*.** It is the Contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary, with an explanation of justification. Using project change orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and/or materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.

2. The allowable, all inclusive mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

Value of Work	Combined Overhead & Profit
$0 - $1,000	20%
$1,001 - $4,999	18%
$5,000 - $9,999	16%
$10,000 - $24,999	14%
Over $24,999	Negotiated but not more than 10%

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the Sub-Contractor's cost for labor materials, overhead, and profit.

3. The Contractor shall furnish supporting documentation with all change order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours and rates, supervision, overhead and profit shall be applied equally to all credits.

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain $500.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five days. MCPS shall retain $1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as

identified on each proposal herein unless written approval for extension has been granted by MCPS.

2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.

3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as required.

4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., required to overcome delays including, but not limited to, MCPS building services staff overtime as required.

5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rational that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Supervisor. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

J. CONTRACTOR'S OVERTIME PROCEDURE

If the Contractor chooses to work overtime for any reason and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. Average building service staff overtime rate is $35.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation**.** The Overtime Reimbursement Agreement under **APPENDIX G** must be completed and signed by MCPS and the Contractor before work is to be performed. The request must identify the dates and times the Contractor

proposes to work. Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACT OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvement Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contracting Office Supervisor's approval and authorization by the Director of the Division of Procurement.

2. After the award a MCPS Project Coordinator will be assign who will handle day to day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.

3. The MCPS Project Coordinator is authorized to:

   a) Serve as liaison between MCPS and the Contractor;

   b) Give direction to the Contractor to ensure satisfactory and complete performance;

   c) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

   d) Serve as records custodian for this contract;

   e) Accept or reject the Contractor's performance;

   f) Furnish timely written notice of the Contractor's performance failure to the MCPS Contract Office Supervisor; copy to the Division of Procurement;

   g) Prepare required reports;

   h) Approve or reject invoices for payment and submitted construction schedules;

   i) Recommend contract modifications or terminations to the MCPS Contract Office Supervisor, copy to the Division of Procurement;

   j) Issue notices to the Contractor to proceed with the project after receiving signed change order as required.

4. The MCPS Project Coordinator is NOT authorized to make determination, as opposed to recommendations, that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. QUALITY ASSURANCE

1. The intent of the following specifications is to establish quality standards and experience requirements for the installation of all various commercial carpentry type contracting work including but not limited, custom cabinetry and wood work, etc. in MCPS facilities as required by MCPS.

2. The Contractor must be regularly engaged in the type of work to be performed as specified herein and has a minimum of five years experience. Appropriate licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work.

M. PROJECT CLOSE-OUT

1. Initial Installation Punch-out

   a) The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal,** to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all installations shall be completed and all areas shall be clear of construction materials and debris.

   b) During punch-out, the following individuals shall be present:

      1) Authorized representatives of MCPS
      2) Contractor

   c) Upon completion of a punch-out, a written punch list shall be prepared by the Contractor and submitted to MCPS within five workdays.

2. **The Contractor is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections by MCPS staff due to the Contractors failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.

3. The Contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**

III. DETAILED SPECIFICATIONS

A. INTENT

The successful Contractor(s) shall be required to supply/furnish all labor/materials to perform general carpentry repairs, replace and install various commercial carpentry components, including installations and repairs cabinet, drywall and various carpenter type projects. The Contractor(s) may be called upon to provide a supplemental resource to the MCPS carpenters for carpentry type projects. MCPS reserves the right to provide materials for some projects, however this will be non-typical.

B. SCOPE

The scope of work under this bid is to perform general carpentry work at various locations (approximately 220 schools and offices) throughout Montgomery County Public Schools (MCPS). The work is typical for a carpentry contractor with experienced licensed carpenters and will include, but is not limited to, the following;

1. Provide skilled and non-skilled labor service to complete specific projects in conjunction with fire code corrections, renovations, additions, demolition, fire damage, and modifications at MCPS facilities as requested. Within the scope of this work the awarded Contractor(s) would be responsible for providing the labor, material and supervision to complete all project as specified in a timely fashion.

2. No work shall be performed without the authorization of the MCPS Project Coordinator. This includes work that is initiated by any other persons such as school, office, PTA, organization staff, or any other individuals. Any work inappropriately authorized and performed without the MCPS, Project Coordinators authorization will be removed and or remain in place at no cost to MCPS at MCPS discretion.

3. Respond to a request for proposal for individual projects within 48 hours or as determined by the MCPS Project Coordinator.

4. Provide proper supervision for all personnel at the site.

5. Provide licensed, experienced and properly trained personnel.

6. Provide materials to complete the project utilizing the specifications and/or MCPS approval of substitutions.

7. Provide any and all equipment necessary to perform various tasks this should be included in the proposal.

8. Perform all work with minimal disruptions and inconvenience to MCPS students and staff. Coordinate all scheduling of work with the designated MCPS Project Coordinator. All disruptions to the normal facility operations such as power outages shall be scheduled well in advance with the MCPS Project Coordinator.

9. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of each project. Any property or incidentals damaged during the course of the work shall be repaired or replaced to the satisfaction of MCPS.

10. Ensure that all employees report to the main office to sign-in and sign-out. In the event of three or more individuals, the lead employee may act on behalf of the company. All employees shall wear a company badge and/or uniform while working within the building that plainly identifies the company.

11. Removing all debris from the site and clean affected areas and properly disposing of debris daily. The Contractor(s) shall keep the premises free of debris and unusable materials resulting from their work and shall leave all affected areas as they were prior to the beginning of the work.

12. Take all actions necessary to safeguard their own materials, tools, and equipment. MCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

13. Perform all work in compliance with the various safety authorized/organizations such as but not limited to; OSHA, MOSHA, AHERA, local codes and regulations and MCPS.

14. Perform carpentry repairs work at MCPS facilities as requested. This will include, but not limited to:

    a. <u>Troubleshoot the Problem</u>

       Identify the cause of the problem, the components affected, and perform the repairs and installations in a professional and timely manner.

    b. <u>Associated Work</u>

       It is the responsibility of the Contractor(s) to provide for and coordinate the work of any other trade, as required to complete their work. MCPS must be notified if another trade is required to facilitate and/or complete the work prior to them being brought on site.

    c. Obtain all required permits and pay all fees. Make application of behalf of MCPS as their representative.

C. SPECIAL QUALIFICATIONS

Bidder's that have a minimum of 5 years' experience as a carpenter contractor. **BIDDER MUST PROVIDE WRITTEN CERTIFICATION OF EXPERIENCE AND KNOWLEDGE WITH THEIR BID SUBMISSION**

D. PERMITS

MCPS will pay for permits when required for work under this contract. However, the Contractor(s) is required to file for all permits and to have inspections required by Montgomery County or authority having final jurisdiction. The Contractor(s) is responsible to meet all building and/or life safety codes as required by all authorities having jurisdiction.

E. CUTTING AND PATCHING

1. The Contractor shall be responsible for cutting through floor slabs or walls as necessary to perform their work. Extreme care must be exercised to avoid damage to the existing structure. The Contractor shall be held financially liable for any damage incurred as a result of their work.

2. All surfaces altered or damaged by the Contractor shall be restored to its original condition, including ceiling, walls, partitions and floors following MCPS approved methods and to the satisfaction of the MCPS Project Coordinator.

F. ELECTRIC POWER AND LIGHT

The Contractor may use, free of charge for the purpose of their work under this contract only, the electricity available in the buildings. Any extensions necessary from the existing outlets and for correcting any outages or malfunctions caused by such use are the responsibility of the Contractor.

G. Project Work Safety Plans

Contractor shall submit work project safety plans for all project coordinator before the start of any work. All work safety plan shall be in accordance with all Federal, State of Maryland and Montgomery County Government laws and requirements.

APPENDIX A

SECTION 00801 – MINORITY BUSINESS ENTERPRISE PROCEDURES

MINORITY BUSINESS ENTERPRISE PROCEDURES
FOR
STATE FUNDED
PUBLIC SCHOOL CONSTRUCTION PROJECTS

Revised JUNE 2008

Approved by the Montgomery County Board of Education on September 22, 2008.

These procedures supersede the latest procedures which were previously approved July 6, 2005.

DATE OF ORIGINAL APPROVAL: September 22, 2008
DATE OF REVISION: October 14, 2008

These procedures were approved by the Interagency Committee on School Construction on June 26, 2008, revised October 1, 2017, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Montgomery County is October 14, 2017.

SECTION 008010 - Minority Business Enterprises (MBE) Memo/Procedures

October 1, 2020

To: All Bidders

From: Donna Hanson, MCPS Minority Business Enterprise

Coordinator Re: Revised MBE Participation Schedule and

Guidelines

Maryland Senate Bill 309 (http://mgaleg.maryland.gov/2017RS/Chapters_noln/CH_438_sb0309e.pdf), effective October 1, 2017, changed the minority business participation requirements. It is imperative that you understand and comply with the new requirements.

- **New Attachment B (sample included herein with explanation) for reporting participation**
- Revision of the supplier (regular dealer vs. broker) participation allowed

New Rules for Minority Business Enterprises (MBEs) Providing Materials and Supplies (Maryland Senate Bill 309) Chapter 438, Laws of 2017

A bidder may apply only 60% of the costs of the materials and supplies provided by a certified MBE if the MBE is a ***regular dealer*** *for purposes of achieving the MBE contract goal. A "regular dealer" means an MBE that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specification required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business. Generally, a regular dealer will be identified as a wholesaler or supplier in the MBE Directory on the Maryland Department of Transportation website.*

*If materials or supplies are purchased from an MBE who is considered a **broker**, bidders cannot apply any portion of the costs of the materials and supplies toward the MBE goal. However, bidders may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transaction charges for the delivery of materials and supplies required on a procurement toward MBE contract goals. The fees must be reasonable and not excessive as compared with fees customarily allowed for similar services.*

*If a bidder purchases materials or supplies from a certified MBE who is a **manufacturer** of the materials and supplies, the bidder may count 100% toward meeting the MBE goal.*

*The participation of a certified MBE supplier, wholesaler, or regular dealer certified in the NAICS Code to **furnish and install** materials necessary for successful contract completion may be counted 100% toward meeting the goal.*

The bill defines "regular dealer" to be a firm that owns, operates, or maintains a store, warehouse, or any other establishment in which materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business. A "regular dealer" does not include a packager, broker, manufacturer's representative, or any other person that arranges or expedites transactions. ***(SB309)***

The MBE Participation Schedule, Attachment B, has been revised to incorporate rows for MDOT certified prime contractor and MDOT certified Regular Dealer/Supplier/Wholesaler. A vendor may apply only 60% of the costs of the materials and supplies provided by the MBE if the certified MBE is a regular dealer for purposes of achieving the MBE contract goal. **For each MBE firm on the Attachment B that is a wholesale trade agent or broker, only the commission or fee for their service may be counted toward minority participation.**

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was originally established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the level of State participation in school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005 and May 21, 2007.

1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (PSCP) funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 10 percent from certified women-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

2.0 EFFECTIVE DATE

These procedures have been adopted for use in Montgomery County and supersede previously utilized MBE procedures, and will take effect on or after September 22, 2008.

3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).

3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)

4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business.

   Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

   a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
   b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:

      1) Authority to sign payroll checks and letters of credit;
      2) Authority to negotiate and sign for insurance and/or bonds;
      3) Authority to negotiate for banking services, such as establishing lines of credit; and
      4) Authority to negotiate and sign for contracts.

   c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.

5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:

   African Americans;
   American Indian/Native Americans;
   Asians;
   Hispanics;
   Physically or mentally disabled individuals;
   Women; or
   A non-profit entity organized to promote the interests of physically or mentally disabled individuals.

6. **Minority Business Enterprise Liaison** means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.

7. 7. **Operational Control**, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational

involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

a. The minority owner should have experience in the industry for which certification is being sought; and
b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.

8. **Ownership**, as defined by MDOT, means that:

   a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
   b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.

9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.

10. **Socially and Economically Disadvantaged** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at $1,500,000, above which an individual may not be found to be socially and economically disadvantaged.

11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.

2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.

3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.

4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:
   a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
   b. A determination of the number of certified MBEs that potentially could perform the identified work;
   c. The geographic location of the project in relationship to the identified certified MBEs;

d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
f. Any other activities or information that may be identified as useful and productive.

5. The superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE Liaison, and the procurement officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project Architect, the cost estimator, the Construction Manager, and/or other individuals selected by the superintendent or designee.

a. The PRG should communicate and/or meet as needed to consider the MBE subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.

b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.

c. The PRG must complete and submit a written analysis for each State-funded school construction project with an estimated cost that is expected to exceed $200,000.
i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents

ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviewed by the PSCP for submission and appropriate signatures.

iii. For locally funded projects that are anticipated to be requested for State approval of planning and funding, the written analysis shall be submitted with the CD documents to the Maryland State Department of Education, and will be reviewed by MSDE for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of this document is a pre-conditions for recommendation for State approval of planning and funding when submitted in an annual CIP.

d. For projects estimated to cost between $50,000 and $200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.

i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.

ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviews by the PSCP for submission and appropriate signatures.

e. If the project cost is estimated to exceed $200,000, then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGE or PSCP.

f. The PRG should consult with local counsel for the Board of Education as needed.

5. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25% overall, with 7% from African American-owned businesses and 10% from women-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.

6. Assistance in reviewing the factors cited in 4 above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the Public School Construction Program and/or the Governor's Office of Minority Affairs.

5.0 IMPLEMENTING PROCEDURES - $50,000 OR LESS

For construction projects estimated to cost $50,000 or less, the following procedures will be utilized

1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for $50,000 or less.

2. All advertisements, solicitations, and solicitation documents shall include the following statement:

   a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."

3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.

4. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.

5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.

6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association's members may be initiated to justify continuation of this service.

7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over $50,000, are not required to be submitted for these projects ($50,000 or less).

8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.

9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.

10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.

11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor's final requisition for payment.

6.0 IMPLEMENTING PROCEDURES - Over $50,000

For construction projects estimated to cost in excess of $50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:

    a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
    b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ____ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
    c. If subgoals have been established for this project then one of the following should be included:

        1) "The subgoals established for this project are ____ percent from African American-owned businesses and _____ percent from woman–owned businesses."
        2) "The subgoal established for this project is ____ percent from African American-owned businesses."
        3) "The subgoal established for this project is ____ percent from woman–owned businesses."

    d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and
    Attachment B - MBE Participation Schedule, as described in the solicitation documents.
    e. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.

2. Other Advertisement and Outreach Requirements

    a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
    b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
    c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
    d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
    e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
    f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.

3. All Solicitation Documents Shall Include the Following:

    a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".
    b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of __ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of __ percent from certified African American-owned businesses, a minimum of __ percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.

c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.

1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
2) As an alternative, and at the discretion of the school system, Attachment A could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid, proposal and the envelope with Attachment B will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment B, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.

d. The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.

1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid opening will also be considered.
2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.

e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:

1) They are therefore requesting a waiver, and
2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.

f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.

g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.

h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.

i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder or successful offeror:

1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.

2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures

a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.
b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:

1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.
4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.

c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.
d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)

1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.
2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offerer.
3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.
4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion shall be retained in the project file.
5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
6) When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

a. "The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal".
b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".

1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor's Office of Minority Affairs may, from time to time, conduct.
7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.
8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the Public School Construction Program and/or other designated official entities.
9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.
11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.
13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE was below the level of commitment at the time of contract award.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:
b. The MBE liaison and other school system staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.
d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The

list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.

f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.

g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of attachments a and b as described above in section 6.0. this includes the documentation for a request for a waiver, if applicable and appropriate.

7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery

   a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.

   b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.

   c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.

   d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment B - MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.

   e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP MBE Liaison as the task orders and/or purchase orders are approved.

   f. The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBE S, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B - MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

   g. At the completion of the contract period or the full utilization of the contract's value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP MBE Liaison summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract.

8. Projects Utilizing the Design/Build Delivery Method

   a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.

   b. The bidders or offerors should be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE attachments, at this time.

c. If the bidder or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.
e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State, the team should complete and submit Attachment B - MBE Participation Schedule to the LEA for their review and approval.
g. If the team had indicated on Attachment A that they would meet the goals and the information on Attachment B indicates that they did meet the goals then the team should proceed with the construction of the project.
h. If the team had indicated on Attachment A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment B should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on Attachment A, previously submitted.
j. If a request for a waiver is made and approved, Attachment F – MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and the Governor's Office of Minority Affairs.
k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:

   a. The contractor report submitted at the completion of the project;
   b. The identity of the minority contractors employed on the project;
   c. The type of work performed;
   d. The actual dollar value of the work, services, supplies or equipment; and
   e. The MBE percentage of the total contract.

2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.

4. The LEA shall submit the "Close-Out Cost Summary" (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H of this procedure, along with the "Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment" (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.

5. Each fiscal year end, PSCP Fiscal Services will create a report "Payments Made To Contractors during The Fiscal Year" and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.

6. Each fiscal year end, PSCP Fiscal Services will create a report "Projects Completed During the Fiscal Year" and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA's procurement personnel or project staff shall verify that the certified MBE's listed in the MBE participation schedule are actually performing the work.

2. The LEA's procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.

3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.

4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.

5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.

2. The MBE Liaison will be the contact person who will work with the Public School Construction Program and the Governor's Office of Minority Affairs to implement the Minority Business Enterprise Program for the school system and the State of Maryland.

3. The Superintendent will immediately notify the Public School Construction Program if there is a change in the MBE Liaison for the school system.

CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

***NOTE: You must include this document with your bid or offer*. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.**

* * * * * * * * * * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of 1**0%** and
- The subgoals, if applicable, of:
- N/A% for certified African American-owned businesses and
- N/A% for certified women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.
Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

or

2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: 10%
- Waiver of MBE subcontract participation subgoals, if applicable:
- ____ % for certified African American-owned businesses and
- ____ % for certified women-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

_____	_____
Bidder/Offeror Name	Affiant Signature
_____	_____
Address	Printed Name & Title
_____	_____
Address (continued)	Date

September 2008

Attachment B
MBE PARTICIPATION SCHEDULE

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name	**2. Prime Contractor's Address and Telephone Number**
3. Project/School Name	**4. Project/School Location**
5. LEA and PSC No.	**6. Base Bid Amount** $ _____
7a. Minority Firm Name	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **MDOT Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian) ❑ (Hispanic) ❑ (American Indian) ❑ (Disabled)
Work to be Performed and Subcontract Dollar Amount	**Percent of Total Contract**
7b. Minority Firm Name	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **MDOT Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian) ❑ (Hispanic) ❑ (American Indian) ❑ (Disabled)
Subcontract Dollar Amount	**Percent of Total Contract**
7c. Minority Firm Name	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **MDOT Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian) ❑ (Hispanic) ❑ (American Indian) ❑ (Disabled)
Subcontract Dollar Amount	**Percent of Total Contract**
8. MBE Total Dollar Amount	**9. Total MBE Percent of Entire Contract**
10. Form Prepared by: **Name** _____ **Title** _____ **Date** _____	**11. Reviewed and Accepted by Board of Education MBE Liaison** **Name** _____ **Title** _____ **Date** _____

Total MBE Participation: _____% $ _____
Total African-American MBE Participation: _____% $ _____
Total Woman-Owned MBE Participation: _____% $ _____
June 2008 Total Other Participation: _____% $ _____

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to _____County Public Schools for the _____ project, PSC # _____, I state the following:
(name)

1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)

☐ This project does not involve bonding requirements.

5) ☐ Bidder/Offeror did/did not attend the pre-bid conference

☐ No pre-bid conference was held.

_____ By: _____
Bidder/Offeror Name

_____ _____
Address Name, Title

_____ _____
Date

Attachment D

MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

_____
MDOT Certification Number

1. **Work/Services to be performed by MBE Subcontractor:** _____

   _____

2. **Subcontract Amount: $** _____

3. **Bonds - Amount and type required of Subcontractor if any:** _____

4. **MBE Anticipated or Actual Commencement Date:** _____ **Completion Date:** _____

5. **This MBE subcontract represents the following percentage of the total contract cost:** _____

6. **This is an African American Firm: Yes** _____ **No** _____

7. **This is a Women Owned Business Firm: Yes** _____ **No** _____

8. **This is an Asian, American Indian, Hispanic or Disabled Firm: Yes** _____ **No** _____
   (Circle One)

****

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the _____ Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____

Date: _____

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

_____
(City) (State) (Zip)

was offered an opportunity to bid on the _____
school project

in _____ County by _____
(Name of Prime Contractor's Firm)

****

2. The _____(Minority Firm) is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

_____

_____

_____

_____ _____ _____
Signature of Minority Firm's MBE Representative Title Date

_____ _____
MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is <u>not</u> completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ _____ _____
Signature of Prime Contractor Title Date

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ PSC. No. _____

Base Contract Amount $ _____

Plus Accepted Alternates _____

Equals Total Contract Amount $ _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of ____ percent from certified African American-owned businesses, a minimum of ____ percent from certified women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____ **, hereby certify that my position is**
(Name of Company Representative)

_____ , **and I am the duly authorized representative of**
(Position Title)

_____
(Company Name)

I further certify that I have submitted a Schedule for Participation of Certified Minority Business Enterprises which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	**MBE GOAL**		**Actual MBE Dollar Participation**		**Request For Waiver**	
	Percent of Total Contract	Dollar Value of Total Contract*	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Women						
c. Other * in Sub Goal group a/b above						
TOTALS						

* with accepted/rejected alternates

June 2008

F-1

To support this request for a waiver, I include the following information as attachments which I certify to be

true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature _____ **Date** _____
(Company Representative Name)

Sworn and subscribed before me this _____ **day**.

ofin the year _____ _____ **Notary Public** _____

Reviewed and accepted by the _____ **County Board of Education MBE Liaison.**
(County Name)

Signature _____ **Date** _____
(County Representative Name)

Attachment G IAC/PSCP 306.4

LEA: _____ **DATE:** _____

FACILITY NAME: _____ **PSC NO:** _____

SCOPE OF WORK: _____ **REQ NO:** _____

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
	TOTAL:	**$ -**	**$ -**	**$**		

MDOT Certification Number and Classification can be located at http://mbe.state.mdot.state.md.us/directory/MBE

Classification:

African American = AA
Hispanic American = H
Native American = N
Asian American = A
Women = W
African American/Women = AAW
Hispanic American/Women = HW
Native American/Women = NW
Asian American/Women = AW

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on this project as requisitioned payments are received, and in accordance with our contracts.

_____ _____

Name of Contractor Firm | Authorized Contractor Signature/Date

_____ _____

Contractor Federal Tax ID # | Contractor MBE Classification # (if applicable)

_____ _____

Name of LEA MBE Liaison (Printed) | Signature of LEA MBE Liaison/Date

APPENDIX B

IAC/PSCP FORM 306.2a

CONTRACTOR'S CERTIFICATION
OF RECEIPT OF PAYMENT

This form must accompany IAC/PSCP Form 306.2, Request for Reimbursement to LEA, if Canceled check(s) are not provided.

LEA:

PROJECT TITLE:_____ PSC NO:

I hereby certify that payment in the amount of $_____, check number_____dated _____has been received from_____Public Schools and deposited to_____bank) on_____(date) for capital improvements made to_____ school/project),

Name of Contractor Firm

_____

Authorized Signature Date

NOTARIZATION

County_____to wit:

I hereby certify that on this_____day of_____in the year of_____. before me, a Notary Public for said County, personally appeared_____(name), and made oath in due form of law that he/she is_____(title) of_____(name of firm), and on behalf of said firm stated that the matters and facts set forth in the foregoing verification are true to the best of his/her knowledge, information and belief. He/she acknowledged that he/she executed the same purposes herein contained and that they had full authority to execute same.

As witness my hand and official seal:

NOTARY PUBLIC

APPENDIX C

STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS

(2 Pages)

APPENDIX C

CONSTRUCTION SIGN FOR STATE FUNDED
SCHOOL CONSTRUCTION PROJECTS



C–1

Revised 03/2015

FOR SCHOOL STATE CONSTRUCTION SIGN

The following appropriate language should be entered on the construction sign to describe the work for the specific project (or modified as required):

- Renovating
- Constructing an Addition and Renovating
- Constructing an Addition to
- Constructing a Replacement School for
- Constructing the New
- Constructing a Pre-Kindergarten Addition at
- Renovating the Science Laboratories at
- Replacing the Roof at
- Replacing the Boilers at
- Replacing the Windows at

APPENDIX D

MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Lockdown

This is a term used to describe an emergency at an MCPS facility. Lockdown alerts staff that imminent danger exists inside or outside the building, and requires moving to an immediate lockdown mode. It requires that all students are under supervision. *The on-site emergency team (OSET) is not activated during a Lockdown.*

Persons authorized to call a *Lockdown*

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately to move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

Lockdown Alert – Staff Guidance

- When the administrator/designee announces a Lockdown, scan the immediate area outside the classroom or office for any students and staff. Allow them in the classroom/office, and immediately lock or secure the door if possible.
- Make the room look *unoccupied* by turning off the lights, close/cover the windows and blinds, and move away from the line of sight from the doors and windows. Remain silent.
- If staff and students are inside the building but outside a classroom or office when a Lockdown is called, move students to the nearest securable location.
- Staff supervising students outside when a Lockdown alert occurs inside the building should be notified of the Lockdown activation by P.A. or two-way radio. Staff and students should move to a pre-determined safe location identified on the emergency plan away from the building and maintain communication with the command post.
- Ignore the fire alarm system and class change bells.
- Wait for further instructions.

Evacuate

There are two evacuation alerts, *Fire and Directed*.

Fire Evacuation

- Activate Fire Evacuation Alarm
- Students/staff/visitors leave the building by the nearest exit
- Proceed to a point at least 50 feet from the building
- Perform an accountability of the students/staff/visitors

Directed Evacuation

- Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
- Notify 911 and OSP
- Determine plan to direct everyone away from the known danger area
- Announce via PA and portable radio
- Students/staff/visitors must evacuate to a point at least 300 feet from the building

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

Administrators or their designee will notify students/staff/visitors via the PA system and the portable radios when a Shelter alert is activated. It is recommended that an "age-appropriate" announcement of a Shelter alert include a brief description of the nature and location of the incident.

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.
- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

Severe Weather Shelter – A severe thunderstorm or tornado warning is activated for the area near the school.

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored

Outside Hazardous Material Release Shelter Alert is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

Outside Hazardous Material Release Alert-Staff Guidance

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so
- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined

- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

Parent/Child Reunification

All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

Firearms

- Avoid attempts to disarm/subdue an armed subject.
- Notify administrator/designee and school-based security of any firearm incidents immediately, and call 911 with details.
- Determine need to implement a Lockdown or Public Safety Shelter alert.
- Abandoned/discarded firearms should be covered by appropriate means and never left unattended.

Bomb Threat Assessment

- Factors to consider:
  - ➢ Details/specifics provided by the bomb caller
  - ➢ Number of prior threats to the school
  - ➢ Current events surrounding the school
  - ➢ Demeanor of the bomb caller
- Based on an assessment of the situation and input from the administration of the school, the Department of School Safety and Security and the police, the administrator will make a decision on evacuation. If the parties do not agree, this disagreement will be resolved in favor of evacuation. (Refer to MCPS Regulation EKC-RA.) Use a Directed Evacuation to evacuate the school
- Evacuation is warranted **only** if the threat level is high.
- Evacuation **is** not warranted if the threat level is low.
- It is recommended that an activation of a Public Safety Shelter alert and the use of sweep/scan teams be used during a low level threat when the building is not evacuated.

Bomb Threats Call Trace

- Use "call trace" procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press *57 on the same line the call came in on.
- Press *47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial "9" before you dial *57 or *47.
- Notify school administration immediately
- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of "call trace" activation.

Bomb Threat Sweep/Scan

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

Hazardous Material Spills

These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any "running" spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.

General Spill Control Techniques: Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who are properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*

Small Spill Evacuation: Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

*If a medium or large hazardous chemical/material spill occurs **inside** your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
- Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
- Notify building security and building services staff.
- Secure the area around the spill area.
- Follow instructions from fire and rescue services personnel.

*If a medium or large hazardous chemical/material spills occurs **immediately outside** your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information.
- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if appropriate.

APPENDIX E

Montgomery County Public Schools
Division of Design and Construction

CHANGE ORDER FORM #_____

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

☐ Change to original scope of work ☐ Additional work

General description of work to be performed:

Attach detailed proposal with change order **FOR THE TOTAL SUM OF:**	**$**

Changes to the Contract:

The original contract sum was:	$
Total amount of this change order	$
Total original contract amount plus or minus previous approved change orders:	$
Total contract amount including this change order	$

Completion Date: _____ Work Order #: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.

_____ _____ _____
(Authorized Contractor Representative Acceptance) Title (Date)

_____ _____
(MCPS Representative Approval) (Date)

_____ _____
(MCPS Contract Supervisor Approval) (Date)

APPENDIX F

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

The undersigned Contractor certifies that the building materials identified above have been tested in accordance with the bid documents and the EPA requirements. The EPA accredited **laboratory analysis report is attached** that confirms these materials do not contain asbestos.

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at http://ts.nist.gov/standards/scopes/programs.htm

The Contractor or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

Below is a list of materials of concern that require laboratory analysis.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

_____

Contractor

_____

Contractor Representative

_____

Invitation to Bid #

_____

Date

APPENDIX G

Montgomery County Public Schools
Division of Design and Construction

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

_____

_____

_____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Notice: Contractor agrees to pay all overtime costs for building service personnel as required to perform work at a premium rate. These costs will be deducted from the Contractor's final invoice.

_____ _____

(MCPS Project Coordinator Approval) **(Date)**

_____ _____

(Authorized Contractor Representative Agreement) **(Date)**

_____ _____

(MCPS Contract Officer Approval) **(Date)**

APPENDIX H

BID 9747.2

QUOTATION FORM (Page 1 of 4)

Estimated Annual Contract Value $300,000.00

COMPANY NAME:_____

Bidder shall supply all required information in the space provided. Provide only one price in each space provided. DO NOT ALTER THE QUOTATION FORM IN ANY WAY! **Failure to comply with all requirements shall be considered non-responsive and disqualify your bid**. Hourly labor rates supplied must be all inclusive including, but not limited to, union fees, workman's compensation, insurance, benefits, etc. Supply hourly labor rates in the space provided for the following categories.

For individual projects which receives either State or Federal funding involving the payment of prevailing wages, the applicable wage determination (State of Maryland or Davis Bacon-Federal wage rates) should be included in the proposal. The agency-issued wage rates will apply to any change order work.

RATES: Regular rate will represent work performed Monday through Friday, 6:30 a.m. until 6:30 p.m. Overtime rate will represent work performed Monday through Friday 6:31 p.m. until 6:29 a.m., including weekends and all MCPS holidays.

	Regular Rate	Overtime Rate
1. Carpenter:	**$ _____**	**$ _____**
2. Carpenter Helper:	**$ _____**	**$ _____**

3. Percentage Over Direct Cost: _____%

(Contractor(s) will be required to submit original invoices for material with final invoice)

QUOTATION FORM – CONTINUED (Page 2 of 4)

COMPANY NAME: _____

- **HAS BIDDER EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE ON TIME?**

  YES _____ NO _____

- **HAS THE BIDDER PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR BID SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE?**

  YES _____ NO _____

- **HAS BIDDER REVIEWED THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

  YES _____ NO _____

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A LETTER CERTIFYING THEY HAVE BEEN IN BUSINESS A MINIMUM OF FIVE YEARS, AND HAVE A MINIMUM OF FIVE YEARS EXPERIENCE PERFORMING THE TYPE OF WORK SPECIFIED HEREIN?**

  YES_____ NO _____

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MCPS FACILITY?**

  YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 3 of 4)

COMPANY NAME: _____

- **IS A COPY OF THE MARYLAND CONSTRUCTION BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?**

  YES _____ NO _____

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MPS FACILITY?**

  YES _____ NO _____

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS PROPERTIES AND FACILITIES?**

  YES _____ NO _____

- **IS A COPY OF MONTGOMERY COUNTY CONTRACTOR BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?**

  YES _____ NO _____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED THEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? SUCCESSFUL CONTRACTOR SHALL SUBMIT ASBESTOS FREE VERIFICATION FORM AS SPECIFIED HEREIN.**

  YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 4 of 4)

COMPANY NAME: _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

_____ **Signed Invitation for Bid**
_____ **Surety Letter**
_____ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm)**
_____ **Quotation Form (Pages 1-4)**
_____ **MBE Attachment A and B**
_____ **State of Maryland Construction Business License**
_____ **References**

May 15, 2025

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 1.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2026. All terms and conditions remain the same.

Supplier(s):

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877

Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868

COMMENTS: This is the second of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542

Approved: _____
Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

Montgomery County Public Schools

Summary of Contract Vendors Addresses

On Call Carpenter Contractor Services

Bid 9747
Cycle No: 1

09/11/2023
Page 1 of 1
91000

Term of Contract: **05/15/2022** To: **05/14/2023**

Buyer: **Stephanie Dorah** Phone: **(240) 740-7538**

Vendor Name, Address, and Telephone Number	Discount/Terms	Vendor P O Print Notes:

RPS Vendor No: 52854
FIS Vendor No: 35196

COLOSSAL CONTRACTORS, INC.

4601 SANDY SPRING ROAD
BURTONSVILLE, MD 20866-0000
JUAN NAVARRO/CARLOS TABARES (301) 476-9060

Net 30 Days

Vendor 800 No: (000) 000-0000
Vendor Phone: (301) 476-9060
Fax: (301) 476-9064

RPS Vendor No: 53939
FIS Vendor No:

UNISOURCE SERVICES LLC

2211 SPENCERVILLE ROAD.SUITE D
SPENCERVILLE, MD 20868-0000
ELMER DIAZ (240) 342-2415

Net 30 Days

Vendor 800 No:
Vendor Phone: (240) 342-2704
Fax: (240) 342-2479

RPS Vendor No: 48385
FIS Vendor No: 12086

WALKER WILLIS CORP

18210 BROOKE RD
SANDY SPRING, MD 20860-0000
CHRISTOPHER WILLIS (301) 570-0059

Net 30 Days

Vendor 800 No:
Vendor Phone: (301) 570-0059
Fax: (301) 924-9176

May 15, 2025

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 1.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2026. All terms and conditions remain the same.

Supplier(s):
Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

COMMENTS: This is the second of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542

Approved: _____
Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

Maryland's Largest School District
MONTGOMERY COUNTY PUBLIC SCHOOLS
Expanding Opportunity and Unleashing Potential

DIVISION OF PROCUREMENT

April 22, 2024

Colossal Contractors, Inc.
Mr. Juan Navarro
4601 Sandy Spring Road
Burtonsville, MD 20866
info@colossalcontractors.com

Dear Mr. Navarro:

RE: Bid No. 9747.2, Carpenter Contractor Services at Various Facilities – Extension

This letter is to inform you that the above referenced contract will expire on May 10, 2024. In accordance with the General Conditions, paragraph entitled Contract Term Montgomery County Public Schools (MCPS) would like to pursue the extension of this contract through May 7, 2025. This is the first of four possible extensions.

Please indicate below your approval or disapproval and return to this office signed by an official authorized to enter into contracts with MCPS. Your response is required upon receipt of this letter via email Stephanie_J_Dorah@mcpsmd.org. Return your response with a copy of your most recent W9.

Once all responses are evaluated MCPS staff may make a recommendation to the Board of Education to extend the contract or make a decision to re-bid. If the contract extension is approved by the Board of Education a contract amendment will be issued.

It has been a pleasure doing business with you and we look forward to another successful year.

We/I agree to extend the contract ☑

We/I do not wish to extend the contract ☐

Signature	Title	Date
	President	4/22/2024

Sincerely,

Angela McIntosh-Davis, CPPB
Director, Division of Procurement

AMD:*sjd*
cc: Bid File

June 21, 2023

Colossal Contractors, Inc.
Mr. Juan Navarro
4601 Sandy Spring Road
Burtonsville, MD 20866

Dear Mr. Navarro:

RE: Award Notification – Bid No. 9747.2, Carpenter Contractor Services at Various Facilities

This is the official notification of your award as it relates to the above referenced bid. This is a notice of award only. Delivery of product or service shall not begin until you receive an official order, signed by the director of the Division of Procurement.

The contract shall consist of the solicitation, your complete bid response, and any subsequent correspondence.

Please contact the Division of Procurement if you need additional information. Thank you for your interest in Montgomery County Public Schools.

Sincerely,

Angela McIntosh-Davis, CPPB
Director, Division of Procurement

AMD:sjd
Copy to: Bid File

APPENDIX H

BID 9747.2

QUOTATION FORM (Page 1 of 4)

Estimated Annual Contract Value $300,000.00

COMPANY NAME: Colossal Contractors, Inc.

Bidder shall supply all required information in the space provided. Provide only one price in each space provided. DO NOT ALTER THE QUOTATION FORM IN ANY WAY! **Failure to comply with all requirements shall be considered non-responsive and disqualify your bid**. Hourly labor rates supplied must be all inclusive including, but not limited to, union fees, workman's compensation, insurance, benefits, etc. Supply hourly labor rates in the space provided for the following categories.

For individual projects which receives either State or Federal funding involving the payment of prevailing wages, the applicable wage determination (State of Maryland or Davis Bacon-Federal wage rates) should be included in the proposal. The agency-issued wage rates will apply to any change order work.

RATES: Regular rate will represent work performed Monday through Friday, 6:30 a.m. until 6:30 p.m. Overtime rate will represent work performed Monday through Friday 6:31 p.m. until 6:29 a.m., including weekends and all MCPS holidays.

	Regular Rate	Overtime Rate
1. **Carpenter:**	$ 27.95	$ 38.00
2. **Carpenter Helper:**	$ 23.00	$ 33.00
3. **Percentage Over Direct Cost:**	10 %	

(Contractor(s) will be required to submit original invoices for material with final invoice)

May 15, 2024

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 1.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2025. All terms and conditions remain the same.

Supplier(s):

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877

Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868

COMMENTS: This is the first of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542

Approved: _____
Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

May 15, 2025

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 2.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2026. All terms and conditions remain the same.

Supplier(s):

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877

Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868

COMMENTS: This is the second of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542

Approved: _____
Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

May 15, 2026

Subject: **9747.2 Carpenter Contractor Services at Various Facilities**

This is Amendment Number 3.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2027. All terms and conditions remain the same.

Supplier(s):

Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866

E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877

Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868

COMMENTS: This is the third of four options to extend the contract.

REFER QUESTIONS TO: Laly Bowers, Senior Buyer, 240-740-7536

Approved: _____
Angela McIntosh-Davis, Director, Division of Procurement

AMD:lab

Distribution: Supplier(s); Bid File

EXHIBIT B
Insurance

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

Alternative and/or additional insurance requirements, when outlined under the special provisions of this Rider Agreement, 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 Rider Agreement. 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 the requirements stated herein.

CERTIFICATE HOLDER

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

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: RECREATION & PARKS
Responsible Staff: STEVE MADER

Subject

Award and authorize the City Manager to Execute Natural Gas Supply Agreements with WGL Energy Services, Inc. with terms consistent with the University of Maryland Contract 00038892 for an Initial Term Between August 1, 2026, through July 31, 2027, and authorize the City Manager to exercise optional renewals through June 30, 2031

Department

Rec & Parks - Parks & Facilities

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute the sample base agreement (Attachment 1) with WGL Energy Service, Inc. and monitor and execute agreements to lock-in prices for City natural gas supply accounts in a form approved by the Office of the City Attorney and substantially similar to the sample confirmation agreement (Attachment 2), by riding the University of Maryland Contract 00038892 for an initial term between August 1, 2026 and July 31, 2027, and authorize the City Manager to exercise optional renewals through June 30, 2031, subject to annual appropriations by the Mayor and Council.

Discussion

Background

Maryland operates under a deregulated energy market where the natural gas industry is separated into two main functions:

1) **Supply services**, which is competitive and provided by various companies that generate and sell natural gas supply; and
2) **Distribution services**, which is a regulated monopoly managed by local utilities within a defined geographic service area and involves the physical delivery of natural gas to customers through infrastructure such as pipelines, meters, and related equipment.

Washington Gas (WG) is a regulated utility that operates under the oversight of the Maryland Public Service Commission and is the sole natural gas distributor serving City of Rockville (City) facilities and infrastructure. While WG is the City's only natural gas utility, the City can contract separately with a competitive supply provider. WG is responsible for metering natural gas usage and issuing utility bills for all applicable charges, including the supply, distribution and transmission fees, taxes, surcharges and taxes.

The City historically rides and bridges energy contracts competitively bid and awarded by other state/local governments or public agencies. The City is currently riding a competitively bid natural gas supply contract through the University of Maryland (Contract 91878). The contract award was made to WGL Energy Service, LLC. (WGL). The City's term for pricing ends July 31, 2026 and the term of the cooperative contract ends December 2026. Therefore, a new supply contract is needed to lock into rates to avoid price volatility and support future budget planning.

Natural Gas Supply

The City has approximately 30 Washington Gas accounts associated with City-owned and operated buildings. If the City does not enter into a new supply contract, prices will vary monthly depending on the standard price that Washington Gas utility pays.

The University of Maryland, College Park (UMCP) issued request for proposals (RFP No. 00033925) on March 6, 2026, for Natural Gas Supply Full Requirements on Small Accounts, for the firm accounts within the University System and the State of Maryland, Department of General Services. Proposals were due on April 1, 2026. The University of Maryland awarded the competitive bid natural gas supply contract (Contract 00038892) to WGL Energy Service, LLC. on May 20, 2026. The term of this contract is for 60 months (from June 1, 2026, through June 30, 2031). Because the solicitation documents contain account information and confidential and proprietary information, they are not attached to this agenda item.

Through the agreement awarded on May 20, 2026, indicative pricing was obtained on June 29, 2025 for the term of August 1, 2026, through July 31, 2027, at a cost of $0.5880 per therm. This rate is 6% less than the Washington Gas standard rate of $0.6256 per therm referenced for June of 2026. Future standard rates vary monthly and typically rise in winter due to peak demand for heating. According to the U.S. Energy Information Administration's short-term energy outlook, natural gas prices are forecasted to remain close to recent seasonal norms.

Current Supply Price (August 1, 2025 through July 31, 2026)	**WG Standard Supply Price (varies monthly) June 2026**	**WGL Indicative Supply Pricing provided on 6/29/2026 (August 1, 2026 through July 31, 2027)**
$0.535 per therm	$0.6256 per therm	$0.5880 per therm

The supply prices are constantly moving and are a major component of the total natural gas price; however, there are additional fees, surcharges and taxes added to the base rate that make up the total cost. The city needs to be in a position to take advantage of favorable pricing when it exists. For this reason, staff recommends that the Mayor and Council authorize the City Manager to utilize the University of Maryland Contract (Contract 00038892) to execute the sample base agreement (Attachment 1) with WGL Energy Service, Inc. and then monitor and execute a confirmation agreement to lock-in prices for City natural gas supply accounts in a form approved by the Office of the City Attorney and substantially similar to the sample confirmation agreement (Attachment 2). Additionally, providing authority for the City Manager to exercise optional renewals through June 30, 2031, subject to annual appropriations by the Mayor and Council, allows the city to more nimbly lock-in favorable pricing when it exists to better manage energy costs.

Washington Gas meters usage and issues utility bills to collect all distribution, supply charges and fees. Washington Gas bills typically include a supply charge section with the name of the third-party supplier and rate. Payments for supply are incorporated in the Washington Gas billing and payment process.

Mayor and Council History

The Mayor and Council have delegated authority to the City Manager to ride and bridge competitively-bid natural gas supply contracts to lock into favorable pricing on several occasions (January 11, 2021, July 15, 2019; October 24, 2016; June 8, 2015; April 29, 2013; and May 7, 2012). This enables the City to take advantage of favorable market commodity rates when they are available, to secure rates to inform future budgets, and to protect the City against significant price spikes.

Procurement

Section 17-87(3) of the Rockville City Code (Code) exempts purchases of water, sewer, electric, postage, or other utility services and motor vehicle license plates from competitive procurement.

Section 17-38 of the Code states that "except for the purchase of goods and equipment, formal written contracts signed by the City Manager and the contractor shall be required for procurements exceeding fifty thousand dollars ($50,000.00), including requirements contracts estimated to exceed fifty thousand dollars ($50,000.00) in any given fiscal year."

Section 17-39 (a) of the Code requires all contracts involving more than two hundred fifty thousand dollars ($250,000) to be awarded by the Council.

Although competitive procurement is not required for the purchase of utility services, staff proposes to utilize the terms and conditions of the UMCP contract which contract was procured via a competitive procurement consistent with a competitive procurement process as authorized under Section 17-71(b) of the Code which allows the City to contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City .

The University of Maryland, College Park (UMCP) issued RFP No. 00033925 for Natural Gas Supply Full Requirements on Small Accounts, for the firm accounts within the University System and the State of Maryland, Department of General Services. The University of Maryland awarded the competitive bid natural gas supply contract (Contract 00038892) to WGL Energy Service, LLC. on May 20, 2026. The term of this contract is for 60 months (from June 1, 2026 through June 30, 2031).

WGL Energy Services, Inc. is a non-Minority, Female, Disabled or Veterans (non-MFD-V) business.

To view the contract, click the link below:
Contract between University of Maryland and WGL

Fiscal Impact

Funds for the purchase of natural gas are budgeted in various operating accounts in the Department of Recreation and Parks and the Department of Public Works. The total adopted FY 2027 budget for heating fuel (includes natural gas and heating oil) is $300,640.

Based on the aforementioned indicative price data, acting now will help to limit rate increases over the standard supply pricing and improves the City's ability to accurately budget for natural gas costs for FY 2027. Actual natural gas costs are dependent on the lock in price, additional fees added to the base rate, and future usage.

Given that the rate is higher than the previous rate used for budget planning, staff will coordinate with the City's energy utility consultant to monitor usage and the winter heating outlook to determine if a FY 2027 budget amendment is needed to accommodate the new rate.

Next Steps

Upon Mayor and Council approval, the City Manager will execute the base agreement, in a form approved by the Office of the City Attorney and substantially similar to the sample agreement with WGL (Attachment 1). The City's utility consultant will monitor the market and notify staff when to seek indicative prices from WGL Energy Service. When the City, in consultation with the utility consultant, decides that prices reflect a favorable time to lock-in pricing, a final set of firm prices will be obtained. Once firm prices are received, the City Manager will execute the appropriate agreement(s), in a form approved by the Office of the City Attorney and substantially similar to the sample agreement with WGL (Attachment 2). Staff will monitor the renewal options and pricing through July 30, 2031 in a similar manner.

Attachments

ATTACHMENT 1 - SAMPLE BASE AGREEMENT, ATTACHMENT 2 - SAMPLE CONFIRMATION GAS.pdf

NATURAL GAS, ELECTRIC POWER AND RENEWABLE ENERGY PRODUCTS PURCHASE AND SALES BASE AGREEMENT Between WGL Energy Services, Inc. and Mayor and Council of Rockville

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF NATURAL GAS, ELECTRIC POWER, AND RENEWABLE ENERGY PRODUCTS dated 5/29/2026 by and between WGL Energy Services, Inc. ("Seller") and Mayor and Council of Rockville ("Buyer"). Buyer may purchase, and Seller may sell Natural Gas, Electric Power and Renewable Energy Products in accordance with the terms and conditions of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict of any provision(s) of this Base Agreement and any provision(s) of an executed Confirmation, the provision(s) of the executed Confirmation will prevail.

I. EFFECTIVENESS

This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement as well as the definitions set forth in Annex A (as Seller may propose to update from time to time with notice to Buyer) hereto shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either Party upon thirty (30) days' notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. A legally binding Agreement shall be comprised of this Base Agreement and an executed Confirmation for the purchase and sale of Natural Gas, Electric Power and/or Renewable Energy Products as the case may be, each a separate commodity. A purchase and sale of Renewable Energy Credits (RECs) is not a purchase and sale of the Electric Power itself. A purchase and sale of Carbon Offsets is not a purchase and sale of the Natural Gas itself. Each of the foregoing commodities may be purchased separately and independently of each other, or jointly in the case of Electric Power bundled with RECs and in the case of Natural Gas bundled with Carbon Offsets.

II. DELIVERY ANDTITLE TRANSFER OF ENERGY PRODUCTS

A. Delivery Point. The Delivery Point for all Natural Gas purchased and sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all Electric Power purchased and sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule Natural Gas or Electric Power to the Delivery Point for Buyer's account. The Delivery Point for each REC shall be the Seller's account in an applicable electronic REC tracking system where the REC is retired on behalf of the Buyer. The Delivery Point for each Carbon Offset shall be from the Seller's account in an applicable Carbon Offset Tracking Registry where the Carbon Offset is retired on behalf of the Buyer.

B. Title Transfer. Title to all Natural Gas and Electric Power will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the Natural Gas and Electric Power to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "Renewable Energy Products" that it shall sell to Buyer hereunder, that all RECs contained in such products shall be registered with, transferred from and retired on the tracking system of a regional transmission organization and shall be transferred by contract-path auditing and through the recognized tracking system, and that Carbon Offsets contained in such products shall be registered with, transferred from and retired on a legally binding Carbon Offset Tracking Registry.

C. Delivery to Buyer's Facilities. Delivery of Natural Gas and Electric Power to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of Natural Gas and Electric Power from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC. The parties hereby agree that Electric Power and Natural Gas delivered by Seller to and received by Buyer at the Delivery Point is a good that is existing, identifiable, and moveable at the time of identification to the contract for sale, and for which title has transferred to Buyer pursuant to Section II.B of this Base Agreement.

D. Notice Obligations. Seller agrees to notify Buyer of circumstances that may affect the delivery of Natural Gas and Electric Power by Seller, and Buyer agrees to notify Seller if Buyer's non-weather-related usage of Natural Gas or Electric Power changes due to the installation of on-site peak shaving, back-up or on-site Electric Power generation, demand response program or other energy-saving measure not in effect at the time of the execution of this Agreement or at the time of the execution of a Confirmation. Buyer also agrees to notify Seller of Buyer's enrollment or participation in an EDC 'Net Metering' program(s). Each notice and other communication required hereunder or otherwise required pursuant to any legal proceeding to which Seller and Buyer are parties-in-interest will be in writing and will be sent to each of the parties listed below by (1) email or (2) either: (a) delivered in person; (b) sent by certified mail, return receipt requested; or (c) delivered by a recognized delivery service with acknowledgement of receipt. Such notice will be deemed to have been given on the date of its delivery, if emailed or delivered to each of the parties thereto at the respective addresses set forth below.

E. Balancing. Balancing of Natural Gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the Party causing the penalty will be responsible for paying the penalty. Settlement of Electric Power deliveries to the Delivery Point shall be in accordance with applicable tariffs of Buyer's EDC and PJM Open Access Tariff.

III. AGENCY

Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g., account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver Natural Gas, Electric Power or Renewable Energy Products, as the case may be, to Buyer.

IV. BILLING, PAYMENT, CREDIT AND TAX

A. Billing. Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's Utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice, unless otherwise agreed in writing.

B. Late Payment Charges. For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.

C. Credit. Upon the request of the Seller, Buyer shall provide Seller with financial statements prepared in accordance with generally accepted accounting principles or such other applicable principles then in effect. Buyer represents and warrants (1) that all such information supplied shall be true, accurate and complete in every material respect, (2) that it has not filed, planned to file or have had filed against it, any proceedings at law or in equity before any court, including bankruptcy proceedings, that are likely to affect the legality, validity or enforceability against it of this Agreement, (3) that it is and shall remain financially able to continue its business, and (4) that it shall notify Seller promptly if it becomes aware of any situation that may alter its financial abilities in relation to item (3). Upon the request of Seller, Buyer shall provide financial assurance to Seller (in the form of cash collateral, Letter of Credit, or Parent Company Guarantee, or such other form as reasonably required by Seller), if Seller reasonably determines that Buyer's financial circumstances warrant the provision of such assurances. Such financial circumstances shall include, but not be limited to, Buyer being sixty (60) days or more delinquent in making payments under an executed Confirmation and a material deterioration in Buyer's creditworthiness. Financial assurance to be posted shall be delivered or transferred on or before the close of the fifth (5th) Business Day following its written demand. A failure by Buyer to comply with the terms of this Section IV.C shall be deemed a material breach of this Base Agreement.

D. Taxes. Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of Natural Gas, Electric Power or Renewable Energy Products. Applicable taxes will be collected on all Natural Gas, Electric Power, and Renewable Energy Product sales made under an Agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption. If Buyer fails to provide Seller with such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

V. TARIFFS AND REGULATIONS

An Agreement executed hereunder is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting interstate pipelines, and (5) FERC-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If a change in any law, regulation or utility tariff becomes effective and such change imposes additional costs to Seller, then Seller shall have the right to pass through such cost increase to Buyer by a separate monthly charge unless Buyer and Seller agree to a price adjustment as allowed by a Confirmation. Upon request, Seller shall provide Buyer with a written explanation describing the cost increase or loss in reasonable detail.

VI. CONFIRMATION PROCESS

From time to time, Seller shall offer to supply Buyer with Natural Gas, Electric Power and/or Renewable Energy Products by transmitting to Buyer proposed, unexecuted Confirmations. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer, provided that upon receipt of an executed Confirmation from Buyer, Seller shall use all reasonable efforts to lock Buyer's contract price for Buyer, provide Buyer or Buyer's consultant, if applicable, confirmation of such price lock in writing, if requested, Seller shall countersign said Confirmation, and return it to Buyer. Notwithstanding the foregoing, Seller may indicate acceptance of a Buyer's price lock via e-mail from Seller to Buyer, and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

VII. MISCELLANEOUS

A. Force Majeure. Except for payments that are due, a force majeure event shall, upon notice from the Party claiming force majeure to the other Party, excuse the Party claiming force majeure from performance during the event. In the event of force majeure, the Party claiming force majeure shall notify the other Party of a force majeure event within ten (10) days of the occurrence of the event and shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the Party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers, any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt Natural Gas or Electric Power delivery, outages of generating facilities or other service providers Seller uses to provide Electric Power to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, pandemics, action or restraint by court order or public or governmental authority, or other government appropriation or curtailment of Natural Gas or Electric Power usage.

B. Default and Remedy. Any failure by a Party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting Party may terminate this Agreement by providing the defaulting Party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting Party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. If Buyer terminates the Agreement prior to expiration of an underlying, executed Confirmation, or is otherwise in default for a failure to either purchase or pay for deliveries, Seller may seek to collect damages based on current market conditions associated with the Buyer's supply, including but not limited to the costs of terminating supply contracts put in place by Seller as a result of entry into one or more executed Confirmations between Seller and Buyer under this Base Agreement. In assessing damages for such default, Seller shall not be required to enter into a replacement transaction if market conditions will not allow the full mitigation of economic harm to Seller. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected, non-defaulting Party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOST PROFITS OR INTERRUPTION OF BUSINESS.

C. Authority. The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as that Party's authorized agent, to bind such Party for whom the Natural Gas, Electric Power and/or Renewable Energy Products is being purchased.

D. Integration of Agreement. This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either Party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that Natural Gas, Electric Power, and/or Renewable Energy Products will be purchased independently from one another, or jointly in the case of Electric Power bundled with RECs and in the case of Natural Gas bundled with Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and Seller mean that Buyer is required to buy or that Seller is required to sell any other of the aforesaid commodities.

E. Severability. If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law or regulation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

F. Assignment. Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premise or property to which Natural Gas or Electric Power is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.

G. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.

H. Governing Law. Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual usage of the contracted commodity (Natural Gas or Electric Power) is located shall govern.

I. WGL Energy Services Qualifications. WGL Energy Services is a subsidiary of WGL Holdings, Inc., an affiliate of Washington Gas Light Company, and an indirect subsidiary of Alta Gas, Ltd. WGL Energy Services is a retail seller of Natural Gas, Electric Power and Renewable Energy Products and is licensed in the jurisdictions set forth in Annex B.

J. Emergencies. In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its EDC/LDC.

K. Confidentiality. Each Party may designate and provide confidential pricing and customer information to the other in connection with this Agreement. Each Party agrees not to disclose such designated information to any third party during the effectiveness of the Agreement, except that each Party may disclose such information to its employees or authorized representatives that have a need to know, unless the disclosing Party first obtains the express written consent of the non-disclosing Party. Each Party shall take reasonable precautions to safeguard the confidential information of the other Party.

BUYER CONTACT INFORMATION

Buyer's Full Legal Name: Mayor and Council of Rockville
Buyer's Representative: Kim Francisco Title:
Address: 14631 Compton Rd Centreville VA 20121
Telephone: 240-314-8413 Fax: Email Address: kfrancisco@rockvillemd.gov

WGL Energy Services CONTACT INFORMATION

WGL Energy Services Representative: Karen Pinder-McDuffie Title: Account Manager
WGL Energy Services Address: 400 E. Pratt Street Suite 710 Baltimore MD 21202
Phone: 410-209-2470 Fax: 410-209-2462

The above-listed contacts may be changed by giving notice of a change to the other party in writing. Failure to provide notice in the manner set forth above will be prima facie evidence of a failure to provide adequate notice.

This Base Agreement is agreed to on the date first written above by:

Buyer:	Mayor and Council of Rockville		
Buyer's Signature:	_____	Title:	_____
Print Name:	_____	Tax Exempt:	Yes__ No__ Date:_____ Partial_____
Seller:	WGL Energy Services, Inc.		
By:	_____ Dan Schilens, Vice-President	Date:	_____

ANNEX A
DEFINITIONS

"Agreement" shall mean the Base Agreement and any subsequent Confirmation (either "an Agreement" or "the Agreement").

"Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

"Buyer's Utility" shall mean Buyer's EDC or LDC.

"Confirmation" shall mean an exhibit for the purchase and sale of Natural Gas, Electric Power, Renewable Energy Credits, Carbon Offsets or Renewable Energy Products.

"Electric Distribution Company" or "EDC" shall mean Buyers electric distribution utility.

"Electric Power" shall mean electric power delivered to Buyer and includes all services necessary to deliver electric power to the Delivery Point on behalf of Buyer.

"Letter of Credit" means one or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a rating of at least A- from S&P and A3 from Moody's. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. If Seller is provided with a Letter of Credit and Seller receives notice from the issuer that the Letter of Credit will not be renewed and twenty (20) days prior to the expiry of such Letter of Credit a replacement Letter of Credit has not been provided, then such Letter of Credit shall be valued at zero and Seller shall be entitled to demand further financial assurance.

"Local Distribution Company" or "LDC" shall mean Buyer's gas distribution utility.

"Natural Gas" shall mean natural gas delivered to Buyer and includes all Seller services necessary to deliver natural gas to the Delivery Point on behalf of Buyer, including the delivery of Certified Natural Gas.

"Carbon Offset Tracking Registry" shall mean a voluntary, auditable, industry tracking registry that is responsible for registering, transferring, trading and retiring Carbon Offsets, such as Verified Carbon Standard/Verra, Climate Action Reserve, CSA Group GHG CleanProjects Registry and other such organizations as they become organized and accepted.

"Carbon Offsets" shall mean tradeable certificates that meet the requirements of an industry-recognized certifying body that represent the reduction of a specific quantity of greenhouse gas (GHG) emissions and give the holder of the certificates the right to claim the environmental attributes generated by GHG emission reduction projects.

"Certifying Body" shall mean an industry-recognized organization that tracks, monitors and certifies the reduction of a specific quantity of greenhouse gas (GHG) emissions.

"Certified Natural Gas" shall mean Natural Gas that has been produced by companies whose operations meet the environmental, social and governance (ESG) standards, including those regarding methane emission reductions, established and independently verified by an industry-recognized organization, such as TrustWell™ Project Canary Certification and other such organizations as they become organized and accepted.

"Credit Support Provider" means a guarantor whose long-term senior unsecured debt rating has been assigned a rating of BBB- or better from S&P or Baa3 or better from Moody's or BBB- or better by Fitch ("Rating Agency"). If any Rating Agency, or any combination thereof, or all, assigns a long-term senior unsecured debt rating, then the lower of the long-term senior unsecured debt rating shall prevail.

"Dual Billing" shall mean the Buyer being billed for Natural Gas and/or Electric Power directly by Seller and the Buyer being billed for utility distribution charges by Buyer's LDC or Buyer's EDC.

"Equitable Origins" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"FERC" shall mean the Federal Energy Regulation Commission.

"Gold Standard Foundation" shall mean an independent certification program for greenhouse gas emissions (GHG) reductions (carbon offsets) sold in the voluntary market. Certification means that carbon offsets supplied to customers meet the program's high environmental and consumer protection standards for project types, locations, and verification programs reviewed by the organization. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage.

"Green-e® Climate" shall mean an independent certification program for greenhouse gas emissions (GHG) reductions (carbon offsets) sold in the voluntary market. The Green-e Climate logo identifies carbon offsets that meet the program's high environmental and consumer protection standards. The Green-e Carbon Offset Content Label represents the mix of project types, locations, and verification programs that are to be used to supply customers with carbon offsets. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage. In the case of a significant variance, a seller of Certified Carbon Offsets is obligated to provide a buyer with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.

"Green-e® Energy Certified Renewable Energy Certificates" shall mean a certificate issued by an industry-recognized certifying body that represents a Renewable Energy Credit.

"Parent Company Guaranty" means guaranty in a form acceptable to Seller, acting reasonably, executed by the Credit Support Provider of Buyer.

"Regional Transmission Organization" shall mean an organization that coordinates the movement of Electric Power in a specific geographic territory to promote economic efficiency, reliability, and non-discriminatory practices while reducing government oversight.

"Renewable Energy Credits," "Renewable Energy Certificates" or "RECs" shall mean credits evidenced by certificates that represent the environmental attributes associated with the electric generation of certified renewable energy facilities fueled by wind, solar or other renewable energy sources that meet the requirements of an industry-recognized certifying body; the attributes include but are not limited to the reduction of SOx, NOx, and Carbon Dioxide emissions. One REC represents one megawatt-hour of electric generation from a certified renewable generation facility. All Electric Power sold under the Agreement complies with Renewable Portfolio Standard requirements of

applicable law.

"Rocky Mountain Institute ('RMI')" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"TrustWell™ Project Canary Certification" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"Utility Billing" shall mean the Buyer's Utility billing services.

"WindPower from WGL Energy" shall mean a Renewable Energy product that is comprised of Renewable Energy Credits or RECs and is represented by Renewable Energy Certificates issued by an industry-recognized certifier.

ANNEX B
WGL Energy Services Licenses

Delaware Public Service Commission to sell Natural Gas and Electric Power in the State of Delaware (DE License No. 6042),

D.C. Public Service Commission to sell Natural Gas (License No. GA03-3) and Electric Power (License No. EA-00-6) in the District of Columbia

Maryland Public Service Commission to sell Natural Gas (MD License No. IR 324) and Electric Power (MD License No. IR 227) in the State of Maryland

Ohio Public Utilities Commission to sell Electric Power (Certificate Number 19-1351E(1)

Pennsylvania Public Utility Commission to sell Natural Gas (PA License No. A-2010-2176410) and Electric Power (PA License No. A-110158) in the Commonwealth of Pennsylvania

Virginia State Corporation Commission to sell Natural Gas (VA License No.G-8) and Electric Power (VA License No. E-6) in the Commonwealth of Virginia

New Jersey Public Service Commission to sell Natural Gas (License No. GSL-0231) and Electric Power (License No. ESL-0267) in the State of New Jersey

EXHIBIT A - CONFIRMATION
FIRM GAS

THIS FIRM GAS CONFIRMATION is effective 6/29/2026 by and between WGL Energy Services, Inc. ("Seller") and Mayor and Council of Rockville ("Buyer") for the sale and delivery of Buyer's Natural Gas full requirements for all accounts listed on Attachment A and is subject to the terms and conditions of the University of Maryland Contract #00038892 (solicitation 00033925). It is understood that Buyer has a Firm Delivery service Agreement with its LDC. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite utility load profile and rate classification.

UTILITY TRANSPORTATION RATE SCHEDULE(S):
Firm Burner Tip + Storage + Balancing

All prices quoted are to the "Burner Tip", and include balancing charges, an adjustment for lost and unaccounted for gas and wet to dry conversion, and storage charges. All accounts will be billed based on Buyer's consumption. Prices are subject to change prior to written confirmation by Seller.

FIRM FULL REQUIREMENTS:
Seller is obligated to deliver, and Buyer is obligated to purchase, Natural Gas as set forth herein under all circumstances except for force majeure for Buyer's full firm requirements for the accounts listed on Attachment A.

BUYER'S UTILITY:
Washington Gas

BILLING:
Utility Billing

TAX:
Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

TARIFFS AND REGULATIONS:
If, after this Confirmation is executed, any of Seller's pipeline costs or utility costs significantly increase from the costs that underlie the Price because (1) FERC issues an order or a FERC regulated pipeline revises its tariff, (2) a change in law is enacted, or (3) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff (together "Regulatory Changes"), then Seller may pass through such cost increases to Buyer by separate monthly charge and Seller shall provide Buyer with supporting documentation and calculation of any cost increase upon request.

HOLDOVER PROCESS:
Unless Buyer and Seller agree to execute a new confirmation at a new, Fixed or Index Price, this Confirmation shall remain in effect on a month-to-month basis at a Monthly Variable Price for each subsequent month of delivery after the end of the initial Term of this Confirmation. Each Monthly Variable Price shall be the sum of the published Platts First of the Month Index Price plus an Adder. The Parties may cancel such holdover confirmation either by executing a new confirmation, or by Party providing the other with written notice of cancellation given on or before thirty-one (31) days before the beginning of next delivery month.

BUYER NAME:
Mayor and Council of Rockville
Buyer may choose one pricing option by signing on the Buyer's signature line directly under the pricing option(s) preferred.

Option 1
The price for all volumes delivered hereunder shall be in accordance with the pricing options agreed upon as follows:

DELIVERY PERIOD:
The Delivery Period of this Confirmation shall be from August 01, 2026 to July 31, 2027 (12 months).

FIXED PRICE: $0.58800/therm ($5.8800/Dth) to the "Burner Tip".

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** _____

Print Name: _____ **Tax Exempt:** **Yes** _____ **No** _____ **Date:** _____
Partial _____

Option 2
The price for all volumes delivered hereunder shall be in accordance with the pricing options agreed upon as follows:

DELIVERY PERIOD:
The Delivery Period of this Confirmation shall be from August 01, 2026 to July 31, 2028 (24 months).

FIXED PRICE: $0.59000/therm ($5.9000/Dth) to the "Burner Tip".

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** _____

Print Name: _____ **Tax Exempt:** **Yes** _____ **No** _____ **Date:** _____
Partial _____

Seller: **WGL Energy Services, Inc.**

By: _____ **Date:** _____
Dan Schilens, Vice-President

Business Development Manager: Karen Pinder-McDuffie

Property Manager: Mayor and Council of Rockville

26929.245891.000: Mayor and Council of Rockville
Attachment "A": Account Information (27 account(s))
Account Data: All volumes measured in therm per day unless otherwise noted.

Business Development Manager: [redacted]

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
[redacted]													
[redacted]													
[redacted]													
[redacted]													
[redacted]													
[redacted]													
[redacted]													
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*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
[redacted]													
Total	1473.55	1251.42	946.45	563.78	346.97	252.52	250.99	250.99	261.69	444.43	925.36	1302.28	250625.72

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: RECREATION & PARKS
Responsible Staff: STEVE MADER

Subject

Award and authorize the City Manager to Execute Electricity Supply Agreements with WGL Energy Services, Inc., with terms consistent with the Baltimore Regional Cooperative Purchasing Committee (BRCPC)/Howard County Contract PA-023-2026 and authorize the City Manager to exercise optional renewals for terms between September 2026 and September 2036

Department

Rec & Parks - Parks & Facilities

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute the sample base agreement (Attachment 1) with WGL Energy Service, Inc., and monitor and execute agreements to lock-in prices for City electricity supply accounts in a form approved by the Office of the City Attorney and substantially similar to the sample confirmation agreement (Attachment 2), by utilizing the Baltimore Regional Cooperative Purchasing Committee (BRCPC)/Howard County Contract PA-023-2026 for an initial term beginning September 2026 and authorize the City Manager to exercise optional renewals through September 2036, subject to annual appropriations by the Mayor and Council.

Discussion

Background

Maryland operates under a deregulated electricity market where the industry is separated into two main functions:

1) **Supply services**, which is competitive and provided by various companies that generate and sell power; and

2) **Distribution services**, which is a regulated monopoly managed by local utilities within a defined geographic service area and involves the physical delivery of electricity to customers through infrastructure such as power lines, poles, wires, meters, and related equipment.

Potomac Electric Power Company (PEPCO) operates under the oversight of the Maryland Public Service Commission and is the sole electricity distributor serving City of Rockville (City) facilities

and infrastructure. While PEPCO is the City's only electricity utility, the City can contract separately with a competitive electricity supply provider. PEPCO is responsible for metering electricity usage and issuing utility bills that collect all applicable charges, including the supply, distribution and transmission fees, taxes, surcharges and taxes.

Electricity Supply

The City has approximately 120 Pepco accounts within four Pepco Maryland commercial rate schedules. Each schedule has different rates and pricing conditions, as follows:

- **Commercial large usage accounts**: Pepco Maryland Medium General Service Low Voltage Type II (MGT LV II) rate schedule.
- **Water Treatment Plant account**: Pepco Maryland Time Meter Medium General Service Primary Service Type III (MGT III) rate schedule.
- **Small usage accounts**: Pepco Maryland General Service (GS) rate schedule.
- **Street light accounts**: Pepco Maryland Street List Service (SL) rate schedule.

For each rate schedule listed above, the City can enter into a contract with an electricity supply provider or return the accounts to Pepco. If the accounts are returned, Pepco will buy electricity for City electric accounts and charge the City according to rates approved by the Maryland Public Service Commission (Commission). This is called the "Standard Offer Service" (SOS) program and is administered under rules established by the Commission. Pepco updates the SOS rates in each rate schedule every few months and some rate schedules vary by hour or by time of day.

While Section 17-87(3) of the Rockville City Code (Code) exempts purchases of electricity from competitive procurement; historically, the City rides energy supply contracts that are competitively bid and awarded by other state/local governments or public agencies for standard terms and conditions and competitive rates. This allows the City to enter into fixed price agreements to protect against price volatility and support budget planning.

The City historically utilized a contract from the Baltimore Regional Cooperative Purchasing Committee (BRCPC), a purchasing consortium that manages electricity supply for various Maryland county, city and local government jurisdictions, boards of education, and other government entities, leveraging collective buying power to get lower prices. The term of the current BRCPC contract ends in September 2026. BRCPC issued a new solicitation for an Electric Supply Services Contract under RFP No. 22-2025 that includes BRCPC (24 entities) as well as the Maryland Educational Consortium Energy Trust, Frederick Area Cooperative Team, Montgomery College and Montgomery County Boards of Education (BRCPC *et al*.). The BRCPC solicitation for Electric Supply Services Contract under RFP No. 22-2025 and Agreement No. PA-023-2026 was hosted by Howard County and awarded to WGL Energy Services, Inc. with an initial term effective September 1, 2026, through August 31, 2027, and includes nine additional one-year renewals through August 2036.

WGL provided indicative pricing for each rate schedule on June 29, 2026. Table 1 summarizes the current rate, WGL indicative pricing for a 12-month and 24-month term, and anticipated Pepco SOS rates for comparison. The Pepco SOS rates listed below factors in both generation and transmission rates to be comparable with WGL indicative pricing. Indicative pricing is an estimated or preliminary price provided before final contract and is not binding. Final pricing is subject to change due to market conditions or utility regulatory changes. The goal is for final supply pricing to be below the SOS rate for each category. Staff will need to continue to monitor GS pricing to determine when it is below the SOS rate.

The City's utility consultant recommends the City consider a fixed price agreement with WGL to protect against price volatility. The Pepco SOS prices for large commercial accounts and the water treatment plant are variable and either change every couple of months or hourly (for MGT III). MGT III hourly prices are unknown and will fluctuate each hour of the day with no price ceiling. This volatility associated with SOS pricing can have significant budget impacts; therefore, it is not recommended to take a chance on hourly prices for the larger meter accounts.

Table 1: Electricity Supply Option Summary

Account Type	**Current Contract Electricity Supply Pricing (Fixed Price $ per kWh)**	**WGL Indicative Electricity Supply Pricing for 12 Months (Fixed Price $ per kWh)****	**WGL Indicative Electricity Supply Pricing for 24 Months (Fixed Price $ per kWh)****	**PEPCO Maryland Standard Offer Service (SOS) ($ per kWh)**
Large Commercial Accounts (Pepco MGT LV II Accounts) (such as City Hall and various community centers, facilities and parks)	$0.12479	$0.13985	$0.13990	Variable
Sandy Landing/Water Treatment Plant Account Pepco Time Meter Medium GS Prim Svc III (MGT III) Rate	$0.11015	$0.12373	$0.12385	Variable hourly rates
Small Usage Accounts Pepco General Service (GS) Rate	$0.12307	$0.14323	$0.14345	$0.13708 GS Rate generation + transmission from 10/2026 through 5/2027

Streetlight Accounts Pepco Street Lighting (SL) Rate	$0.09167	$0.11017	$0.11012	$0.11976 SL Rate generation + transmission from 10/2026 through 5/2027

* These rates are a main component of electricity prices; however, there are additional fees added to the contract rate by Pepco, such as distribution fees and other charges that make up the total electricity cost.

** Rates are based upon indicative prices obtained by WGL Energy Services on June 29, 2026.

Given the September 2026 expiration of the City's electricity rate contracts with WGL and the volatile energy market, the City needs a strategy to minimize costs and risks for all electricity accounts. The electricity market can be quite volatile and requires contracts to be signed to lock in prices within one to three hours of receiving final prices. According to the City's utility consultant, there are several drivers for the price volatility: natural gas is a global commodity, there is increased demand for natural gas as the fuel source for electric power generation, higher capacity prices, and growing electricity demand from data centers.

The City's utility consultant recommends the City be in the position to monitor pricing and take advantage of favorable pricing when it exists for the different account types. For this reason, staff recommends that the Mayor and Council authorize the City Manager to utilize the BRCPC electricity supply contract PA-023-2026 and execute agreements in a form approved by the Office of the City Attorney, at the most appropriate opportunity for accounts in each of the four rate schedules. A sample agreement with WGL for SL Accounts is attached, and staff does not believe this will substantially change (Attachment 2). Additionally, providing authority for the City Manager to exercise nine optional one-year renewals through 2036, subject to annual appropriations by the Mayor and Council, allows the city to more nimbly lock-in to favorable pricing when it exists to better manage electricity costs under volatile market conditions.

Pepco meters electricity usage and issues utility bills as well as collects all distribution, transmission, and supply charges. Pepco bills typically include a supply charge section with the name of the third-party supplier and rate. Payments for electricity supply are incorporated in the Pepco billing and payment process.

Mayor and Council History

The Mayor and Council have authorized the City Manager to utilize competitively bid electricity supply contracts to lock into favorable pricing on several occasions. The Mayor and Council initially authorized the BRCPC Contract #00003312 on October 3, 2022, and renewals on October 28, 2024, and February 23, 2026. Other historic authorizations occurred on July 15, 2019; October 24, 2016; April 4, 2016; June 16, 2014; and October 17, 2011.
This practice enables the City to take advantage of favorable market commodity rates when they are available, to secure electricity supply rates for future budgets, and to protect against variable price increases.

Procurement

Section 17-87(3) of the Rockville City Code (Code) exempts purchases of water, sewer, electric, postage, or other utility services and motor vehicle license plates from competitive procurement.

Section 17-38 of the Code states that "except for the purchase of goods and equipment, formal written contracts signed by the City Manager and the contractor shall be required for procurements exceeding fifty thousand dollars ($50,000.00), including requirements contracts estimated to exceed fifty thousand dollars ($50,000.00) in any given fiscal year."

Section 17-39 (a) of the Code requires all contracts involving more than two hundred fifty thousand dollars ($250,000) to be awarded by the Council.

Although competitive procurement is not required for the purchase of utility services, staff proposes to utilize the terms and conditions of the BRCPC contract described above because the solicitation was done in a manner consistent with a City competitive procurement and is therefore authorized under 17-71(b).

The BRCPC/Howard County Solicitation No. 22-2025 for electric supply services was opened on June 18, 2025, and awarded to WGL Energy Services, Inc. with an initial term effective September 1, 2026, through August 31, 2027, and the option for nine additional one-year renewals through August 2036. The contract and the solicitation are linked below. The entire solicitation package is not attached because much of the material contains confidential and proprietary information.

WGL Energy Services, Inc. is a non-Minority, Female, Disabled or Veteran (non-MFD-V) business.

To view the BRCPC contract and the solicitation, click the links below:

1. BRCPC Contract and solicitation

Fiscal Impact

Funds for the purchase of electricity are budgeted annually in various operating accounts in the Department of Recreation and Parks and the Department of Public Works. The FY 2027 electricity budget for all funds is $3.4 million. When final rates are secured the Budget Office will evaluate impacts for each fund for the remainder of FY 2027.

The electricity supply contract accounts for roughly 50 percent of the electricity costs and does not include distribution charges, energy charges and taxes, and other charges by Pepco. Actual costs will be dependent on the lock-in price, additional fees and charges added to the supply rate, and future usage.

Given that the indicative rates are higher than the previous rates used for budget planning, staff will coordinate with the city's energy utility consultant to monitor usage and determine whether any budgetary adjustments are required.

Next Steps

Upon Mayor and Council approval, the City Manager will execute the base agreement, in a form approved by the Office of the City Attorney and substantially similar to the sample agreement with WGL (Attachment 1). The city's utility consultant will monitor the market and notify staff when to seek indicative prices from WGL Energy Service. When the City, in consultation with the utility consultant, decides that prices reflect a favorable time to lock-in pricing, a final set of firm prices will be obtained. Once firm prices are received, the City Manager will execute the appropriate agreement(s) to lock in the rates for the initial term, in a form approved by the Office of the City Attorney and substantially similar to the sample confirmation agreement (Attachment 2). Staff will monitor the renewal options and pricing through September 2036 in a similar manner.

Attachments

ATTACHMENT 1 - SAMPLE BASE AGREEMENT, ATTACHMENT 2 - SAMPLE Confirmation_Lighting_Redacted.pdf

NATURAL GAS, ELECTRIC POWER AND RENEWABLE ENERGY PRODUCTS PURCHASE AND SALES BASE AGREEMENT Between WGL Energy Services, Inc. and Mayor and Council of Rockville

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF NATURAL GAS, ELECTRIC POWER, AND RENEWABLE ENERGY PRODUCTS dated 5/29/2026 by and between WGL Energy Services, Inc. ("Seller") and Mayor and Council of Rockville ("Buyer"). Buyer may purchase, and Seller may sell Natural Gas, Electric Power and Renewable Energy Products in accordance with the terms and conditions of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict of any provision(s) of this Base Agreement and any provision(s) of an executed Confirmation, the provision(s) of the executed Confirmation will prevail.

I. EFFECTIVENESS

This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement as well as the definitions set forth in Annex A (as Seller may propose to update from time to time with notice to Buyer) hereto shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either Party upon thirty (30) days' notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. A legally binding Agreement shall be comprised of this Base Agreement and an executed Confirmation for the purchase and sale of Natural Gas, Electric Power and/or Renewable Energy Products as the case may be, each a separate commodity. A purchase and sale of Renewable Energy Credits (RECs) is not a purchase and sale of the Electric Power itself. A purchase and sale of Carbon Offsets is not a purchase and sale of the Natural Gas itself. Each of the foregoing commodities may be purchased separately and independently of each other, or jointly in the case of Electric Power bundled with RECs and in the case of Natural Gas bundled with Carbon Offsets.

II. DELIVERY ANDTITLE TRANSFER OF ENERGY PRODUCTS

A. Delivery Point. The Delivery Point for all Natural Gas purchased and sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all Electric Power purchased and sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule Natural Gas or Electric Power to the Delivery Point for Buyer's account. The Delivery Point for each REC shall be the Seller's account in an applicable electronic REC tracking system where the REC is retired on behalf of the Buyer. The Delivery Point for each Carbon Offset shall be from the Seller's account in an applicable Carbon Offset Tracking Registry where the Carbon Offset is retired on behalf of the Buyer.

B. Title Transfer. Title to all Natural Gas and Electric Power will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the Natural Gas and Electric Power to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "Renewable Energy Products" that it shall sell to Buyer hereunder, that all RECs contained in such products shall be registered with, transferred from and retired on the tracking system of a regional transmission organization and shall be transferred by contract-path auditing and through the recognized tracking system, and that Carbon Offsets contained in such products shall be registered with, transferred from and retired on a legally binding Carbon Offset Tracking Registry.

C. Delivery to Buyer's Facilities. Delivery of Natural Gas and Electric Power to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of Natural Gas and Electric Power from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC. The parties hereby agree that Electric Power and Natural Gas delivered by Seller to and received by Buyer at the Delivery Point is a good that is existing, identifiable, and moveable at the time of identification to the contract for sale, and for which title has transferred to Buyer pursuant to Section II.B of this Base Agreement.

D. Notice Obligations. Seller agrees to notify Buyer of circumstances that may affect the delivery of Natural Gas and Electric Power by Seller, and Buyer agrees to notify Seller if Buyer's non-weather-related usage of Natural Gas or Electric Power changes due to the installation of on-site peak shaving, back-up or on-site Electric Power generation, demand response program or other energy-saving measure not in effect at the time of the execution of this Agreement or at the time of the execution of a Confirmation. Buyer also agrees to notify Seller of Buyer's enrollment or participation in an EDC 'Net Metering' program(s). Each notice and other communication required hereunder or otherwise required pursuant to any legal proceeding to which Seller and Buyer are parties-in-interest will be in writing and will be sent to each of the parties listed below by (1) email or (2) either: (a) delivered in person; (b) sent by certified mail, return receipt requested; or (c) delivered by a recognized delivery service with acknowledgement of receipt. Such notice will be deemed to have been given on the date of its delivery, if emailed or delivered to each of the parties thereto at the respective addresses set forth below.

E. Balancing. Balancing of Natural Gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the Party causing the penalty will be responsible for paying the penalty. Settlement of Electric Power deliveries to the Delivery Point shall be in accordance with applicable tariffs of Buyer's EDC and PJM Open Access Tariff.

III. AGENCY

Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g., account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver Natural Gas, Electric Power or Renewable Energy Products, as the case may be, to Buyer.

IV. BILLING, PAYMENT, CREDIT AND TAX

A. Billing. Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's Utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice, unless otherwise agreed in writing.

B. Late Payment Charges. For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.

C. Credit. Upon the request of the Seller, Buyer shall provide Seller with financial statements prepared in accordance with generally accepted accounting principles or such other applicable principles then in effect. Buyer represents and warrants (1) that all such information supplied shall be true, accurate and complete in every material respect, (2) that it has not filed, planned to file or have had filed against it, any proceedings at law or in equity before any court, including bankruptcy proceedings, that are likely to affect the legality, validity or enforceability against it of this Agreement, (3) that it is and shall remain financially able to continue its business, and (4) that it shall notify Seller promptly if it becomes aware of any situation that may alter its financial abilities in relation to item (3). Upon the request of Seller, Buyer shall provide financial assurance to Seller (in the form of cash collateral, Letter of Credit, or Parent Company Guarantee, or such other form as reasonably required by Seller), if Seller reasonably determines that Buyer's financial circumstances warrant the provision of such assurances. Such financial circumstances shall include, but not be limited to, Buyer being sixty (60) days or more delinquent in making payments under an executed Confirmation and a material deterioration in Buyer's creditworthiness. Financial assurance to be posted shall be delivered or transferred on or before the close of the fifth (5th) Business Day following its written demand. A failure by Buyer to comply with the terms of this Section IV.C shall be deemed a material breach of this Base Agreement.

D. Taxes. Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of Natural Gas, Electric Power or Renewable Energy Products. Applicable taxes will be collected on all Natural Gas, Electric Power, and Renewable Energy Product sales made under an Agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption. If Buyer fails to provide Seller with such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

V. TARIFFS AND REGULATIONS

An Agreement executed hereunder is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting interstate pipelines, and (5) FERC-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If a change in any law, regulation or utility tariff becomes effective and such change imposes additional costs to Seller, then Seller shall have the right to pass through such cost increase to Buyer by a separate monthly charge unless Buyer and Seller agree to a price adjustment as allowed by a Confirmation. Upon request, Seller shall provide Buyer with a written explanation describing the cost increase or loss in reasonable detail.

VI. CONFIRMATION PROCESS

From time to time, Seller shall offer to supply Buyer with Natural Gas, Electric Power and/or Renewable Energy Products by transmitting to Buyer proposed, unexecuted Confirmations. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer, provided that upon receipt of an executed Confirmation from Buyer, Seller shall use all reasonable efforts to lock Buyer's contract price for Buyer, provide Buyer or Buyer's consultant, if applicable, confirmation of such price lock in writing, if requested, Seller shall countersign said Confirmation, and return it to Buyer. Notwithstanding the foregoing, Seller may indicate acceptance of a Buyer's price lock via e-mail from Seller to Buyer, and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

VII. MISCELLANEOUS

A. Force Majeure. Except for payments that are due, a force majeure event shall, upon notice from the Party claiming force majeure to the other Party, excuse the Party claiming force majeure from performance during the event. In the event of force majeure, the Party claiming force majeure shall notify the other Party of a force majeure event within ten (10) days of the occurrence of the event and shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the Party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers, any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt Natural Gas or Electric Power delivery, outages of generating facilities or other service providers Seller uses to provide Electric Power to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, pandemics, action or restraint by court order or public or governmental authority, or other government appropriation or curtailment of Natural Gas or Electric Power usage.

B. Default and Remedy. Any failure by a Party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting Party may terminate this Agreement by providing the defaulting Party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting Party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. If Buyer terminates the Agreement prior to expiration of an underlying, executed Confirmation, or is otherwise in default for a failure to either purchase or pay for deliveries, Seller may seek to collect damages based on current market conditions associated with the Buyer's supply, including but not limited to the costs of terminating supply contracts put in place by Seller as a result of entry into one or more executed Confirmations between Seller and Buyer under this Base Agreement. In assessing damages for such default, Seller shall not be required to enter into a replacement transaction if market conditions will not allow the full mitigation of economic harm to Seller. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected, non-defaulting Party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOST PROFITS OR INTERRUPTION OF BUSINESS.

C. Authority. The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as that Party's authorized agent, to bind such Party for whom the Natural Gas, Electric Power and/or Renewable Energy Products is being purchased.

D. Integration of Agreement. This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either Party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that Natural Gas, Electric Power, and/or Renewable Energy Products will be purchased independently from one another, or jointly in the case of Electric Power bundled with RECs and in the case of Natural Gas bundled with Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and Seller mean that Buyer is required to buy or that Seller is required to sell any other of the aforesaid commodities.

E. Severability. If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law or regulation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

F. Assignment. Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premise or property to which Natural Gas or Electric Power is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.

G. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.

H. Governing Law. Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual usage of the contracted commodity (Natural Gas or Electric Power) is located shall govern.

I. WGL Energy Services Qualifications. WGL Energy Services is a subsidiary of WGL Holdings, Inc., an affiliate of Washington Gas Light Company, and an indirect subsidiary of Alta Gas, Ltd. WGL Energy Services is a retail seller of Natural Gas, Electric Power and Renewable Energy Products and is licensed in the jurisdictions set forth in Annex B.

J. Emergencies. In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its EDC/LDC.

K. Confidentiality. Each Party may designate and provide confidential pricing and customer information to the other in connection with this Agreement. Each Party agrees not to disclose such designated information to any third party during the effectiveness of the Agreement, except that each Party may disclose such information to its employees or authorized representatives that have a need to know, unless the disclosing Party first obtains the express written consent of the non-disclosing Party. Each Party shall take reasonable precautions to safeguard the confidential information of the other Party.

BUYER CONTACT INFORMATION

Buyer's Full Legal Name: Mayor and Council of Rockville
Buyer's Representative: Kim Francisco Title:
Address: 14631 Compton Rd Centreville VA 20121
Telephone: 240-314-8413 Fax: Email Address: kfrancisco@rockvillemd.gov

WGL Energy Services CONTACT INFORMATION

WGL Energy Services Representative: Karen Pinder-McDuffie Title: Account Manager
WGL Energy Services Address: 400 E. Pratt Street Suite 710 Baltimore MD 21202
Phone: 410-209-2470 Fax: 410-209-2462

The above-listed contacts may be changed by giving notice of a change to the other party in writing. Failure to provide notice in the manner set forth above will be prima facie evidence of a failure to provide adequate notice.

This Base Agreement is agreed to on the date first written above by:

Buyer:	Mayor and Council of Rockville		
Buyer's Signature:	_____	Title:	_____
Print Name:	_____	Tax Exempt:	Yes__ No__ Date:_____ Partial_____
Seller:	WGL Energy Services, Inc.		
By:	_____ Dan Schilens, Vice-President	Date:	_____

ANNEX A
DEFINITIONS

"Agreement" shall mean the Base Agreement and any subsequent Confirmation (either "an Agreement" or "the Agreement").

"Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

"Buyer's Utility" shall mean Buyer's EDC or LDC.

"Confirmation" shall mean an exhibit for the purchase and sale of Natural Gas, Electric Power, Renewable Energy Credits, Carbon Offsets or Renewable Energy Products.

"Electric Distribution Company" or "EDC" shall mean Buyers electric distribution utility.

"Electric Power" shall mean electric power delivered to Buyer and includes all services necessary to deliver electric power to the Delivery Point on behalf of Buyer.

"Letter of Credit" means one or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a rating of at least A- from S&P and A3 from Moody's. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. If Seller is provided with a Letter of Credit and Seller receives notice from the issuer that the Letter of Credit will not be renewed and twenty (20) days prior to the expiry of such Letter of Credit a replacement Letter of Credit has not been provided, then such Letter of Credit shall be valued at zero and Seller shall be entitled to demand further financial assurance.

"Local Distribution Company" or "LDC" shall mean Buyer's gas distribution utility.

"Natural Gas" shall mean natural gas delivered to Buyer and includes all Seller services necessary to deliver natural gas to the Delivery Point on behalf of Buyer, including the delivery of Certified Natural Gas.

"Carbon Offset Tracking Registry" shall mean a voluntary, auditable, industry tracking registry that is responsible for registering, transferring, trading and retiring Carbon Offsets, such as Verified Carbon Standard/Verra, Climate Action Reserve, CSA Group GHG CleanProjects Registry and other such organizations as they become organized and accepted.

"Carbon Offsets" shall mean tradeable certificates that meet the requirements of an industry-recognized certifying body that represent the reduction of a specific quantity of greenhouse gas (GHG) emissions and give the holder of the certificates the right to claim the environmental attributes generated by GHG emission reduction projects.

"Certifying Body" shall mean an industry-recognized organization that tracks, monitors and certifies the reduction of a specific quantity of greenhouse gas (GHG) emissions.

"Certified Natural Gas" shall mean Natural Gas that has been produced by companies whose operations meet the environmental, social and governance (ESG) standards, including those regarding methane emission reductions, established and independently verified by an industry-recognized organization, such as TrustWell™ Project Canary Certification and other such organizations as they become organized and accepted.

"Credit Support Provider" means a guarantor whose long-term senior unsecured debt rating has been assigned a rating of BBB- or better from S&P or Baa3 or better from Moody's or BBB- or better by Fitch ("Rating Agency"). If any Rating Agency, or any combination thereof, or all, assigns a long-term senior unsecured debt rating, then the lower of the long-term senior unsecured debt rating shall prevail.

"Dual Billing" shall mean the Buyer being billed for Natural Gas and/or Electric Power directly by Seller and the Buyer being billed for utility distribution charges by Buyer's LDC or Buyer's EDC.

"Equitable Origins" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"FERC" shall mean the Federal Energy Regulation Commission.

"Gold Standard Foundation" shall mean an independent certification program for greenhouse gas emissions (GHG) reductions (carbon offsets) sold in the voluntary market. Certification means that carbon offsets supplied to customers meet the program's high environmental and consumer protection standards for project types, locations, and verification programs reviewed by the organization. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage.

"Green-e® Climate" shall mean an independent certification program for greenhouse gas emissions (GHG) reductions (carbon offsets) sold in the voluntary market. The Green-e Climate logo identifies carbon offsets that meet the program's high environmental and consumer protection standards. The Green-e Carbon Offset Content Label represents the mix of project types, locations, and verification programs that are to be used to supply customers with carbon offsets. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage. In the case of a significant variance, a seller of Certified Carbon Offsets is obligated to provide a buyer with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.

"Green-e® Energy Certified Renewable Energy Certificates" shall mean a certificate issued by an industry-recognized certifying body that represents a Renewable Energy Credit.

"Parent Company Guaranty" means guaranty in a form acceptable to Seller, acting reasonably, executed by the Credit Support Provider of Buyer.

"Regional Transmission Organization" shall mean an organization that coordinates the movement of Electric Power in a specific geographic territory to promote economic efficiency, reliability, and non-discriminatory practices while reducing government oversight.

"Renewable Energy Credits," "Renewable Energy Certificates" or "RECs" shall mean credits evidenced by certificates that represent the environmental attributes associated with the electric generation of certified renewable energy facilities fueled by wind, solar or other renewable energy sources that meet the requirements of an industry-recognized certifying body; the attributes include but are not limited to the reduction of SOx, NOx, and Carbon Dioxide emissions. One REC represents one megawatt-hour of electric generation from a certified renewable generation facility. All Electric Power sold under the Agreement complies with Renewable Portfolio Standard requirements of

applicable law.

"Rocky Mountain Institute ('RMI')" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"TrustWell™ Project Canary Certification" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"Utility Billing" shall mean the Buyer's Utility billing services.

"WindPower from WGL Energy" shall mean a Renewable Energy product that is comprised of Renewable Energy Credits or RECs and is represented by Renewable Energy Certificates issued by an industry-recognized certifier.

ANNEX B
WGL Energy Services Licenses

Delaware Public Service Commission to sell Natural Gas and Electric Power in the State of Delaware (DE License No. 6042),

D.C. Public Service Commission to sell Natural Gas (License No. GA03-3) and Electric Power (License No. EA-00-6) in the District of Columbia

Maryland Public Service Commission to sell Natural Gas (MD License No. IR 324) and Electric Power (MD License No. IR 227) in the State of Maryland

Ohio Public Utilities Commission to sell Electric Power (Certificate Number 19-1351E(1)

Pennsylvania Public Utility Commission to sell Natural Gas (PA License No. A-2010-2176410) and Electric Power (PA License No. A-110158) in the Commonwealth of Pennsylvania

Virginia State Corporation Commission to sell Natural Gas (VA License No.G-8) and Electric Power (VA License No. E-6) in the Commonwealth of Virginia

New Jersey Public Service Commission to sell Natural Gas (License No. GSL-0231) and Electric Power (License No. ESL-0267) in the State of New Jersey

EXHIBIT DS - CONFIRMATION
FIRM ELECTRIC POWER

THIS FIRM ELECTRIC POWER CONFIRMATION is effective 6/29/2026 by and between WGL Energy Services, Inc. ("Seller") and Mayor and Council of Rockville ("Buyer") for the sale and delivery of Buyer's full requirements for Electric Power for all accounts listed on Attachment A and is subject to the terms and conditions of the Baltimore Regional Cooperative Purchasing Committee (BRCPC)/Howard County Contract PA-023-2026. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite utility load profile and rate classification.

Buyer agrees to use its best efforts to inform Seller of any changes that will have a material effect on the load of the accounts served under this Confirmation.

TYPE OF SERVICE:
Buyer will purchase, and Seller will sell, Electric Power to the Delivery Point for Buyer's account which shall include all necessary (a) electric energy and congestion services obtained from wholesale suppliers active in the energy market administered by PJM, (b) generation capacity obtained from generators that participate in Reliability Pricing Model auctions conducted by PJM, (c) Network Integrated Transmission Service (NITS) including enhancements, expansion and reallocation provided by transmission providers subject to the PJM Open Access Transmission Tariff (OATT), (d) ancillary services provided by PJM for reliability including, but not limited to, reactive services and reserves, (e) auction revenue rights credits administered by PJM ("PJM Costs" are defined as (b) through (e)) and (f) energy deliveries that comply with applicable state Renewable Portfolio Standards (RPS) and local utility tariff requirements ("Utility Costs"). Seller is obligated to deliver, and Buyer is obligated to purchase, said Electric Power under all circumstances except Force Majeure.

BUYER'S UTILITY:
Pepco

BILLING:
Utility Billing

TAX:
Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

TARIFFS AND REGULATIONS:
If, after this Confirmation is executed, any of Seller's costs to supply Electric Power hereunder increase from the costs that underlie the Fixed Price because (1) FERC issues an order or PJM revises its OATT, an operating protocol, or market rule, (2) a PJM Emergency Operations Event occurs, (3) a change in Federal, State or Local law is enacted, or (4) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff, an operating protocol or market rule, then Seller shall pass through such cost increases with an appropriate allocation to Buyer by separate monthly charge. Seller shall provide Buyer with a written explanation describing the charge in reasonable detail, upon request.

If, at the time this Confirmation is executed, any month(s) of the term of this Confirmation extends beyond the last published Capacity Base Residual Auction, the Capacity cost estimates underlying the Price hereunder will be utilized based on the last Base Residual Auction results, as may be adjusted or corrected by PJM and as approved by FERC. To the extent actual Capacity costs differ from the Capacity cost estimates underlying the Price, Seller shall pass through such cost increases or decreases as appropriate.

Prices for Maryland customers receiving Electric Power from Pepco, Baltimore Gas & Electric, Delmarva Power, Southern Maryland Electric Cooperative or Potomac Edison exclude RPS Costs related to Offshore Renewable Energy Credits (OREC). OREC costs shall be passed through to Maryland customers at such time when the costs are assessed to Seller.

To the extent Capacity and/or Transmission are included in the Price, Seller reserves the right to adjust the Price to reflect recovery of Capacity and Transmission costs attributable to (1) Buyer's participation in PJM Demand Response or local utility Net Metering programs during the term of this Confirmation, or (2) increased Capacity and Transmission costs caused by the effect of any distributed generation and/or peak shaving devices which were in use at any time during the twelve (12) months prior to this Confirmation. This condition does not apply to any emergency generation used solely in the event of a power outage.

HOLDOVER PROCESS:
Unless Buyer and Seller agree to execute a new confirmation, this Confirmation shall remain in effect on a month-to-month basis at an applicable Monthly Fixed Price for each subsequent monthly meter read period after the end of the initial Term of this Confirmation. Each Monthly Fixed Price shall be established the 25th day of the calendar month preceding the applicable calendar month of delivery. Either party may cancel such holdover confirmation either by executing a new confirmation, or by providing written notice of cancellation. Upon the provision of such notice by either Party, Seller shall terminate the confirmation in accordance with utility drop rules and procedures.

BUYER NAME:
Mayor and Council of Rockville
Buyer may choose one pricing option by signing on the Buyer's signature line directly under the pricing option(s) preferred.

Option 1

Term/Price - Fixed Price Capacity and Transmission Included

TERM:
From the September 2026 meter read date to the September 2027 meter read date. (12 months)

PRICE: For deliveries hereunder, Buyer shall pay Seller a Price equal to $0.11017/kWh ($110.1700/MWh).

If, at any time, accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in $ per Kilowatt (kW) or Kilowatt-hour (kWh) unless otherwise noted.

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** _____

Print Name: _____ **Tax Exempt:** **Yes** _____ **No** _____ **Date:** _____
Partial _____

Option 2

Term/Price - Fixed Price Capacity and Transmission Included

TERM:
From the September 2026 meter read date to the September 2028 meter read date. (24 months)

PRICE: For deliveries hereunder, Buyer shall pay Seller a Price equal to $0.11012/kWh ($110.1200/MWh).

If, at any time, accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in $ per Kilowatt (kW) or Kilowatt-hour (kWh) unless otherwise noted.

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** _____

Print Name: _____ **Tax Exempt:** **Yes** _____ **No** _____ **Date:** _____
Partial _____

Seller: WGL Energy Services, Inc.

By: _____ Date: _____

Dan Schilens, Vice-President

Business Development Manager: Karen Pinder-McDuffie

Property Manager: Mayor and Council of Rockville

26929.245895.000: Mayor and Council of Rockville
Attachment "A": Account Information (2 account(s))
Exhibit DS Account Data

Business Development Manager: [redacted]

Customer	Account #	Address	LDC	Rate Class/Load Profile
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: ANDREW LUETKEMEIER

Subject

Authorization for the City Manager to Execute the Terms and Conditions of Pepco's EmPowerMD Rebate Program to include in the Program's Application for use on Phase 3 of the City's LED Streetlight Conversion CIP Project

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council authorize the city manager to execute the terms and conditions of Pepco's EmPowerMD rebate program to include in the city's application to the program for use on Phase 3 of the City's Light Emitting Diode (LED) Streetlight Conversion CIP Project.

Discussion

The EmPower Maryland Energy Efficiency Act of 2008 created the EmPower Maryland program to incentivize energy efficiency and conservation efforts. As part of their EmPower Maryland portfolios, Pepco offers programs to help Maryland's customers save energy and money through a variety of incentives. The program is funded by charges on customer bills, and the city is eligible to use the rebate program for qualifying initiatives.

The city's LED Streetlight Conversion CIP (TA22) is a qualifying project (Attachment 1). City staff has coordinated with Pepco's consultant, ICF, who administers the program, and has determined that Phase 3 of the CIP is eligible for an estimated rebate amount of $154,140. For completion of this rebate application and its approval, the terms and conditions document (Attachment 2) must be signed by a city official. The document has been reviewed by the City Attorney's Office, and the city's project complies with the program requirements.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Fiscal Impact

The FY 2027 adopted budget includes anticipated cost savings from the EmPowerMD rebate program. The city will seek a rebate in the amount of $154,140 for work performed in Phase 3 of the city's LED Streetlight Conversion CIP (TA22).

Next Steps

The City Manager will sign the terms and conditions document, and staff will send it to Pepco's consultant, ICF, completing the city's application for use of the funding.

Attachments

LED Streetlights (TA22), _Pepco_CI_TCs_Fillable_RockvilleLEDPhase3

LED Streetlight Conversion

Overview

Department Public Works

Project Number TA22

Description

This citywide multi-site project provides for the replacement of all city-owned and maintained high pressure sodium (HPS) streetlights (approximately 3,200) with more energy efficient, light-emitting diode (LED) luminaires in three phases. Phase 1 includes approximately 2,000 standard light types, and Phases 2 and 3 each include approximately 600 decorative light types. Conversion of city streetlights to LED is action M-02 of the Climate Action Plan.

Images



Colonial-style LED streetlight

Details

Guiding Principle: Stewardship of the Environment and Infrastructure

Mandate/Plan: Action Plan; Vision Zero Action Plan

Anticipated Project Outcome: Safer streets and smarter, more energy efficient lighting.

Changes from Previous Year: Project completion moved to FY 2027 to complete Phase 3 conversions.

Project Manager: Andrew Luetkemeier, Transportation Engineering Supervisor, 240-314-8524.

Notes: This project first appeared in the FY 2022 CIP. FY 2027 work includes Phase 3 completion. Just under $1.1 million in Maryland Energy Administration grant funding and Pepco EmpowerMD rebate funding is included in this project. Planned OCI includes an anticipated reduction in electricity costs starting in FY 2028.

Capital Cost

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.81M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Construction (Capital Projects Fund)	$3,805,200	$0	$0	$0	$0	$0	$0	**$3,805,200**
Total	**$3,805,200**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,805,200**

Funding Sources

FY2027 Budget
$0

Total Budget (all years)
$0

Project Total (to date)
$3.81M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Grant (Capital Projects Fund)	$1,079,825	$0	$0	$0	$0	$0	$0	**$1,079,825**
PayGo (Capital Projects Fund)	$2,725,375	$0	$0	$0	$0	$0	$0	**$2,725,375**
Total	**$3,805,200**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,805,200**

Project Timeline

- **07/1/2023**
  Construction Start (FY 2024)
- **07/1/2026**
  Construction Completion (FY 2027)

TERMS AND CONDITIONS AND CUSTOMER ACKNOWLEDGEMENT

Prescriptive and Custom Programs

Effective Date: 4/16/2025

TERMS AND CONDITIONS
1. PROGRAM OFFER: This application covers all Pepco Prescriptive Program and Custom Program projects that qualify for incentives. Each project requires preapproval in accordance with Section 5 prior to the purchase of products or installation. The project must be installed and post-installation documentation specified in Part II – Customer Acknowledgment of this application ("post-installation documentation") must be received by Pepco's Prescriptive Program within six (6) months after the Pre-Approval Date (as defined in Section 5) for retrofit projects and, for Pepco's Custom Program, within twelve (12) months after the Pre-Approval Date for custom and new construction projects. Pepco may cancel this application without liability if the customer has (1) not installed the approved project within the above time period and has (2) not applied to Pepco for a project extension 30 days prior to the expiration of the above time period. NOTE FOR ALL PROJECTS: Incentive payments may be denied or reduced for the following reasons: (1) failure to request a pre-approval extension, (2) failure to follow as-built guidelines, (3) disqualifying changes in scope, or (4) failure to provide required documentation.
2. ELIGIBILITY: Incentives are available to Pepco commercial, industrial, governmental, and institutional electric customers (each, the "Customer") for the purchase and installation of Qualifying Energy Efficiency Measures ("EEMs") in the Pepco Maryland service territory, subject to these Terms and Conditions. Vacant/empty/non-operating facilities are not eligible for incentives. Accounts with a demand of 100 kW or less over the previous 12 months qualify for the Small Business program with the exception of: temporary accounts; telecommunications accounts; vacant/empty/non-operations facilities; garages, parking lots, and signage that are not supported by a single eligible small business account. Re-upgrades, defined as the installation of new EEMs replacing EEMs previously installed and incentivized.
3. QUALIFYING EEMs: Qualifying EEMs are identified in official program materials approved by Pepco. Technologies that purport to save energy through reduction of voltage or power conditioning are not eligible. EEMs that displace/replace electrical energy use with another fuel (fuel switching) are only eligible if they achieve a net positive reduction in lifecycle carbon emissions as calculated by utility-approved methodologies. Electrification EEMs, which consist of replacing existing fossil fuel-fired equipment with electric equipment, are eligible. Other EEMs that achieve net positive carbon emissions reductions via actions that do *not* save energy may be considered eligible if they meet technical criteria in official program materials approved by Pepco. All equipment must be brand new. Used or rebuilt equipment is not eligible for incentives. Existing equipment must meet specification requirements and be purchased and operating prior to submitting the application form. Any equipment installed before pre-approval is ineligible for incentives.
4. OWNERSHIP OF CAPACITY AND/OR ENERGY/ENVIRONMENTAL SAVINGS CREDITS: EEMs purchased and installed in whole or in part through incentives provided by this program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. Notwithstanding the above, Pepco holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with EEMs for which incentives were received, and Pepco has the right to dispose of these credits in any manner authorized by applicable law or regulation. In no event will activity associated with any energy or environmental credits noted in this Section 4 result in interference with the Customer's ability to operate EEMs as approved in the program incentive award.
5. RIGHTS TO NON-ELECTRIC EMISSIONS REDUCTION REPORTING: For EEMs purchased and installed in whole or in part through incentives provided by the program that consist of both electric and non-electric efficiency improvements, electrification, or other measures that result in a reduction in greenhouse gas emissions, Pepco holds sole rights to report these benefits to the Maryland Public Service Commission. Customers and Service Providers may not seek incentives through any other utility that may seek to claim the fuel or emissions benefits for the same EEM.
6. PROJECT APPROVAL: Pre-approval from Pepco is required for all projects. No project-related energy savings measures may be installed prior to the date of Pepco's pre-approval (the "Pre-Approval Date"). Pepco reserves the right to pre-inspect any project prior to pre-approval. Pepco reserves the right to approve or disapprove any incentive associated with any proposed EEMs in its sole discretion. No project-related equipment may be installed prior to the Pre-Approval Date.
7. EEM COSTS: The Customer must provide copies of all invoices itemizing the new equipment purchased. Each invoice must indicate the date of purchase, the size, type, make, model number, serial number, and part number. All information must be consistent with the submitted manufacturer specification sheets for that equipment.
8. INCENTIVE PAYMENT: All incentive payments will also be subject to the following limitations: a) Each Pepco electric account is limited to $1,000,000 in incentives per program year. Upon request Pepco may authorize payment of incentives exceeding the limit on a case-by-case basis. b) Pepco reserves the right to deny any incentive application that may result in Pepco exceeding its program budget; incentives are offered on a first come, first-served basis and are subject to eligibility, availability of funds, and distribution of incentives across the Pepco customer base. c) Changes in project scope or cost that deviate from the pre-approved project scope may result in reduced incentives or disqualification of the project due to non-compliance with eligibility requirements. d) The Customer may assign the incentive payment to a qualified Service Provider or other third party; provided, however, that whether it be the Service Provider, Pepco customer, or other third party, as indicated in the application, program incentives will be granted to only one party. e) Incentives are available for custom projects. The incentive is calculated up to $0.29 per kWh for the first year of projected kWh savings or 50% of total installed project cost for retrofit projects or 75% of incremental costs for new construction projects, whichever is less. Incentives for electric efficiency projects that include non-electric fuel savings will calculate an additional incentive of $1.70 per therm for the first-year projected fuel savings or 60% of total installed project cost for retrofit projects or 85% of incremental costs for new construction/major renovation projects. A Maryland Public Service Commission specified "Societal Cost" test is then used to verify the value of paying an incentive on the project. These calculations are automatically figured in the application workbook.
9. CUSTOMER TAX OBLIGATION: The Customer or designated incentive recipient is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any program incentive payment.
10. SCHEDULE FOR INCENTIVE PAYMENTS: Pepco expects to pay all incentives within 4-6 weeks after final review and approval upon project completion. Project completion requires: (1) correct installation of the approved EEMs in the quantity proposed in the application, (2) submission of post-installation documentation to Pepco, and (3) Pepco verification and acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. Pepco staff and/or its representatives reserve the right to conduct an inspection of the facility to survey the installed equipment, as part of its review process. Eligibility for incentives is contingent on the results of the inspection. Pepco reserves the right to withhold payment of incentives based on the results of the inspection. If Pepco determines that EEMs were not installed in a manner consistent with the approved application, or if unapproved EEMs were installed, or if the installation was not consistent with generally accepted engineering practices, changes may be required before payment is issued. Pepco reserves the right to apply incentives to any of the Customer's unpaid or overdue accounts, whether in the District of Columbia or Maryland.
11. VERIFICATION: The Customer and/or Service Provider receiving an incentive payment may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral, or electronic survey.
12. COMPLIANCE: All applications and the work associated with them must comply with all federal, state, and local codes, laws, and regulations. Pepco reserves the right to request and receive permits as a condition of payment of incentive.

TERMS AND CONDITIONS (CONTINUED)

13. REMOVAL OF EQUIPMENT: The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all legal requirements. Pepco encourages that equipment be disposed of and/or recycled in an environmentally friendly manner. The Customer agrees not to install any of the removed equipment in the Pepco service territory in the District of Columbia or Maryland. The equipment cannot be reinstalled anywhere in the State of Maryland or transferred to any other party for such installation. The Customer is responsible for ensuring all applicable permits and licenses are obtained to affect the removal and installation of equipment.

14. MONITORING AND EVALUATION FOLLOW UP VISITS: The Customer agrees, for a period of three (3) years after the final incentive payment, to allow Pepco and/or its assigned representatives to conduct on-site inspections to verify that the qualified measures or higher efficiency equipment is installed and to conduct other measurement and verification activities to assess the amount of energy savings achieved. Such activities may require the installation of energy monitoring equipment. The scope of review is limited to determining whether program conditions have been met. The Customer must allow access to the EEMs and related project documentation. Pepco has the right to a refund for incentives paid if, at any time, it learns that the EEMs were not actually properly installed or were subsequently disconnected within 36 months after installation.

15. PUBLICITY OF CUSTOMER PARTICIPATION: Pepco reserves the right to publicize the Customer's participation in the program, including information such as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In the event that confidentiality of proprietary or competitive information could be compromised, Pepco will obtain Customer permission to make such information public.

16. PEPCO / PROGRAM LOGO: Neither the Customer nor Service Providers may use the Pepco logo or program name in any marketing, advertising, or promotional materials without prior written consent from Pepco.

17. CHANGES TO / CANCELLATION OF THE PROGRAM: Pepco may change the program requirements, incentives, or these Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the program. In the event of a program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval by Pepco. Notwithstanding the foregoing, Pepco reserves the right to delay or deny payments to pre-approved applications if such payments may result in exceeding the program budget. Submission of a completed application does not entitle the Customer to program participation or guarantee payment.

18. SERVICE PROVIDER SELECTION: Pepco acknowledges that the Customer may select any Pepco approved Service Provider to perform the work proposed in any particular application except for the Small Business Program. Any contractors, distributors, or other market providers performing work associated with any particular application, including completing and submitting the application, need to be Pepco approved Service Providers. If the Customer has a particular contractor, distributor, or other market provider that it plans to work with, the Customer is encouraged to have the contractor, distributor, or market provider register as a Service Provider. Notwithstanding the foregoing, the Customer acknowledges that Pepco has the right, in its sole discretion, to prohibit specific Service Providers from program participation. Pepco reserves the right to request and be provided with any and all current and applicable business licenses, construction permits, letters of good standing, and/or all other supporting documentation as required by the State of Maryland or its counties from any party directly or indirectly supporting the Customer's participation in the program. Expired licenses and/or permits will not be accepted. Failure to provide Pepco with this request may result in cancellation of the application and denial of incentives.

19. LIMITATION OF LIABILITY AND INDEMNIFICATION: Pepco, its officers, directors, employees, affiliates, contractors and agents (the "Pepco Parties") will not be liable to the Customer for any direct, special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with the program and the Customer's participation therein. By participating in this Pepco program, the Customer agrees to waive any and all claims, whether arising in contract or tort and to fully release the Pepco Parties from any and all damages, of any kind. The Customer will protect, indemnify, and hold harmless the Pepco Parties from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Pepco Parties arising out of or relating to the application or the program, whether arising in contract or tort.

20. **NO WARRANTIES: None of the Pepco Parties endorse, guarantee, or warrant any particular manufacturer, product, contractor, service provider or vendor, nor do the Pepco Parties provide any warranties, expressed or implied, including any implied warranty of merchantability or fitness for any product or service. The Pepco Parties are not liable or responsible for any act or omission of any contractor hired by the Customer (if any) whether or not said contractor is a participating Pepco service provider. The Customer's reliance on warranties is limited to any warranties that may be provided by its contractor, vendor, manufacturer, etc. None of the Pepco Parties are responsible for assuring that the design, engineering and construction of the facility or installation of the EEMs is proper or complies with any particular laws, regulations, codes, or industry standards. None of the Pepco Parties make, and none are authorized to make, any representations of any kind regarding the results to be achieved by the EEMs or the adequacy or safety of such measures.**

21. MISCELLANEOUS: (a) The agreement between the Customer and Pepco is composed of all applicable program forms, including the application, supporting documentation, and these Terms and Conditions. (b) The Customer acknowledges that the only individuals authorized to bind Pepco under the Pepco program are Pepco staff and authorized agents of Pepco. (c) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling will not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. (d) Resolution of disputes concerning these Terms and Conditions, or any other requirement of this application or condition of incentive award, will be governed in all respects by the laws of the jurisdiction in which the Customer is located. (e) In the event of any dispute, claim or controversy arising out of or relating to the program or these Terms and Conditions (any such dispute, claim or controversy, a "Dispute") between the parties that cannot be informally resolved, the following procedure will apply. (1) NOTICE OF DISPUTE. A party will deliver a written notice (the "Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute. (2) MANAGEMENT NEGOTIATION. During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by the Parties) (the "Negotiation Period") an authorized manager of Customer (the "Customer's Manager") and an authorized manager of Pepco ("Pepco's Manager") will attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they will cause a written settlement agreement to be prepared, signed and dated (a "Management Settlement"), whereupon the Dispute will be deemed settled, and not subject to further dispute resolution. (3) ALTERNATIVE DISPUTE RESOLUTION. (i) The Customer and Pepco (a) acknowledge that it is in their best interests to resolve any Dispute in accordance with the dispute resolution procedures set forth herein and (b) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts will include mandatory submission of a Dispute to non-binding mediation. **Should such Dispute not be resolved within 90 days after the issuance by one of the parties of a written Request for Mediation (or such longer period as the parties may agree), Pepco and the Customer may seek other legal recourse. (ii) Notwithstanding the above, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (a) its confidential or proprietary information or material or (b) its names, trademarks, service marks or logos, in a court of competent jurisdiction in which the party seeking such relief is located. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes. (c) Pepco and the Customer hereby irrevocably and unconditionally waive any right either such party may have to a trial by jury or to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this application, the program or the transactions contemplated by this application.**

22. ENERGY EFFICIENT COMMUNITIES CUSTOMERS: Municipal, county, public school, non-profit, and faith-based customers applying to the Pepco Energy Savings for Business program may be eligible for the Energy Efficient Communities program. Under this program, participants will receive one Operations and Maintenance training at no cost, higher incentive levels, and enhanced technical assistance when developing projects and completing applications. As part of this program, we ask that participants identify an Energy Champion - or the main point of contact - who will help to identify eligible projects, monitor/update the status of these projects and meet quarterly with the Pepco team; and complete an Operations and Maintenance training. An assigned Account Executive will reach out to eligible customers to discuss program details.

23. ACCESS TO CUSTOMER FACILITIES: The Customer acknowledges their permission for the Service Provider(s) to enter the Customer's facilities to perform the agreed-upon work.

CUSTOMER INFORMATION

Fill out the form below electronically to save time, paper, and hassle.

Project Name: LED Streetlight Conversion Ph 3 Project ID (as shown in the welcome email): PCRLPS1562659682

Street Address (of the facility): 111 Maryland Avenue City: Rockville State: MD Zip: 20850

Customer Name (please print): Jeff Mihelich Title: City Manager

Email: jmihelich@rockvillemd.gov Phone Number: 240-314-8100

CUSTOMER ACKNOWLEDGEMENT

By signing below, I hereby certify that I have read, that I understand, and that I agree to the Terms and Conditions on pages 1 and 2. As a reminder, pre-approval is required before purchasing or installing equipment.

Customer Signature: _____ Date: _____

Note: Upon project completion, the Pepco Customer on record must sign and return the detailed project invoice indicating total project cost, incentive amount, balance of cost to be paid by the Customer, and acknowledgement of project completion.

PAYMENT INFORMATION

If the Service Provider completing the work or another 3rd party will be receiving the incentive directly, the Customer must authorize payment by signing below.

Payment to: ☐ Service Provider ☐ Other 3rd Party

Customer Signature: _____ Date: _____

Pepco Energy Savings for Business Program

Contact: 1-866-353-5798 | pepcobusiness@icf.com

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: IT
Responsible Staff: NICHOLAS OBODO

Subject

Award and authorize the City Manager to execute a five-year (5) agreement for the purchase of software subscription and services with CDW Government LLC for virtual servers at various locations, in the amount not-to-exceed $1,496,768.

Department

IT

Recommendation

Staff recommend the Mayor and Council award and authorize the City Manager to execute the CDW (Sourcewell) Rider Agreement with CDW Government LLC for virtual servers at various City locations, in the amount not-to-exceed $1,496,768.

Discussion

Information Technology is recommending the execution of a five-year contractual agreement with CDW Government LLC in the amount of $1,496,768. The contract would remain valid from August 6, 2026, through August 5, 2031. This is a cooperative rider through Sourcewell Contract # 121923 and CDW Government LLC.

Sourcewell awarded the contract to CDW Government LLC, on March 13, 2024, and will expire on February 27, 2028. Sourcewell Contract #121923 allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier.

This contractual agreement will allow Information Technology to maintain its existing virtual servers while providing high availability, distributed resource management, improved hardware utilization, scalability, simplified management, and enhanced disaster recovery.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Procurement

Sourcewell (formerly known as NJPA-National Joint Powers Alliance) is a national cooperative with more than 50,000 member agencies throughout the United States. Sourcewell has over 40 years of service helping government, education and nonprofit agencies operate more efficiently, seeking quality products and services for the best possible price. National cooperatives, like Sourcewell, with its competitively solicited contract process, are considered to be fair and reasonable contracting vehicles, providing government agencies with quality goods and services at equitable cost. The City has been a member of Sourcewell since approximately 2010 and has previously utilized Sourcewell contracts for various products and services.

Sourcewell posted the Request for Proposal #121923, for the procurement of certain technology products and services on December 18, 2023. The contractor submitted a response to RFP#121923 agreeing to provide Sourcewell, and its participating entities technology products and services, including the VMWare License.

Sourcewell Contract#121923 provides participating agencies with competitively solicited access to highly competitive pricing on goods and services. The City is able to benefit from high volume discount pricing through utilizing Sourcewell' s competitive solicitation for technology products and services.

Sourcewell Contract #121923 initial term began on March 13, 2024, and expires on February 27, 2028, the contract allows up to three additional-one-year extensions.
CDW Government, LLC is a non-Minority, Female, or Disabled or Veteran (non-MFD-V) business.
To view the draft contract, please see attachment 1.
To view all contract documents, please click the links below:

1. Sourcewell Agreement #121923
2. CDW-Government Quote# PXQC688

Fiscal Impact

The agreement is effective when signed and the terms align with the underlying contract through August 5, 2031. The FY 2027 operating budget estimated this expense at $211,500, which is $82,196 less than the actual renewal. Staff will work to identify savings to support the current year expense, but notes that future years appropriations may need to be increased in the IT Department, IT Operations Division, to support the annual costs associated with this award.

Annual Cost Allocation by Fiscal Year:
FY27: $293,696
FY28: $296,192
FY29: $299,520
FY30: $302,016
FY31: $305,344

All future year budget appropriations are subject to Mayor and Council approval.

Next Steps

Upon the Mayor and Council approval, the Procurement Department will complete the execution of the Rider Agreement, and issue a Purchase Order to CDW Government, LLC., for software services.

Attachments

Attachment 1 - Draft Rider Agreement CDW- Government VMWare

CITY OF ROCKVILLE, MARYLAND
Rider Agreement

This **RIDER AGREEMENT** (this "**Rider Agreement**") is made this is made this __ day of July 2026 (the "**Effective Date**"), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the "**Mayor and Council**" or the "**City**"), and **CDW GOVERNMENT LLC**, an Illinois limited liability company, in good standing in Maryland (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to as the "**Party**," or collectively as the "**Parties**."

RECITALS

A. **WHEREAS,** the Mayor and Council desires to procure, on behalf of the City of Rockville Department of Information Technology a VMware subscription services license ("**VMware License**") which will enable the Department to, among other things, run multiple operating systems and applications on a single physical server in order to increase hardware efficiency, reduce costs, and enhance the Department's flexibility; and

B. **WHEREAS,** in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the VMWare License from the Contractor without utilizing the City's formal solicitation process if (i) if the Contractor has entered into a contract to provide the VMWare License to "other state or local governments or agencies," (ii) the other state or local government or agency arrived at the contract terms for the VMWare License with the Contractor "through a competitive procurement procedure similar to the procedure used by the City," and (iii) the City obtains the same contract terms the Contractor offered to the other state or local government or agency; and

C. **WHEREAS,** Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota ("**Sourcewell**") that offers cooperative procurement solutions to government entities, and the City of Rockville Department of Procurement has determined that Sourcewell's competitive procurement procedure is similar to the competitive procurement procedure utilized by the City; and

D. **WHEREAS,** on October 31, 2023, Sourcewell issued Request for Proposal #121923 ("**Sourcewell RFP #121923**") to solicit the procurement of certain technology products and services, and on December 18, 2023, the Contractor submitted a response to Sourcewell RFP #121923 agreeing to provide Sourcewell, and its participating entities, certain technology products and services, including but not limited to, the VMWare License; and

E. **WHEREAS,** on March 13, 2024, Sourcewell entered into a Contract with the Contractor (the "**Sourcewell Agreement**"), attached hereto as **Exhibit A** and incorporated by this

reference, pursuant to which the Contractor agreed to provide Sourcewell with, among other things, the VMWare License; and

F. **WHEREAS**, the Parties agree that where the terms of this Rider Agreement vary from the terms and conditions of the Sourcewell Agreement, the terms and conditions of this Rider Agreement shall prevail; and

G. **WHEREAS,** the Contractor agrees to provide the VMWare License to the City on the same terms and conditions as provided in the Sourcewell Agreement, subject to the terms and conditions of this Rider Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Agreement, provide to the City the VMWare License itemized on Quote No. PXQC668 dated July 6, 2026 ("**Scope of Work**"), attached hereto as **Exhibit B**, and incorporated by this reference.

Section 1.02. Contract Administrator. The Department is the "**Contract Administrator**" for this Rider Agreement. The Contractor shall provide the Scope of Work to the City under the direction of the following designated representative of the Contract Administrator:

Om Thukral, IT Infrastructure Manager
111 Maryland Avenue, Rockville, MD 20850
(240) 314-8168
othukral@rockvillemd.gov

It shall be the Contractor's responsibility to ensure that the Contract Administrator is kept informed on the progress of the Scope of Work. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator. The City Manager or authorized designee may modify the forgoing Contract Administrator by notifying the Contractor of such modification in writing.

Section 1.03. Requirement to Proceed. Upon payment by the City of the Contractor's invoice in accordance with Section 3.02 below, each year the Contractor shall provide the Contract

Administrator with the VMWare License, and any license key required for activation or validation required for one (1) year, in accordance with the Scope of Work in Exhibit B.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The duration of this Rider Agreement shall begin on the Effective Date and shall expire on February 27, 2028, to align with the Sourcewell Agreement (the "**Initial Contract Term**"), unless earlier terminated in accordance with Article IX below. Sourcewell and Contractor may extend the term of the Sourcewell Agreement for three additional one-year terms. If the Initial Contract Term is extended, the City may extend the term of this Rider Agreement until February 27, 2031, subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Scope of Work.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation, Required Appropriation of Funds. In order to compensate the Contractor for the provision of the VMWare License, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Rider Agreement, the amounts specified in the Scope of Work, which total amount, including reimbursements for actual expenses, shall not exceed One Million Four Hundred Ninety-Six Thousand Seven Hundred Sixty-Eight and 00/100 Dollars **($1,496,768.00)** (the "**Contract Sum)**, and may not exceed the pricing itemized in the Sourcewell Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section shall be at no cost to the Mayor and Council.

Section 3.02. Manner and Method of Payment.

(a) The City shall pay the Contractor in accordance with the Scope of Work. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Scope of Work, and may include (i) a lump sum payment upon completion and acceptance of the VMWare License, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the VMWare License, (iii) payment for time and materials based upon the Contractor's rates as specified in the Scope of Work, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Scope of Work.

(b) Invoice.

(i) Prior to the provision of a license renewal and any key required which will enable the City to validate and activate/renew the VMware License for one (1) year, the Contractor shall submit to the Contract Administrator an invoice for the payment of the VMware License.

(ii) The City Manager or his designee will independently review the invoices submitted by the Contractor to determine whether the tasks and deliverables to be completed and the provision of the VMWare License are in compliance with the terms and conditions of this Rider Agreement. Upon payment of the Contractor's invoice by the City, the Contractor shall immediately provide the VMWare License in accordance with this Agreement.

(iii) All invoices shall be forwarded to the following address:

Donnie Johnson, Business Manager
Department of Information Technology
City of Rockville
240-314-8161(Direct)
djohnson@rockvillemd.gov

(iv) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

Section 3.03. Waiver. Payment to the Contractor for the provision of the VMWare License pursuant to this Rider Agreement shall not be deemed to waive defects in the task performed and provision of the license key by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing the Scope of Work and providing the VMWare License, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "**Key Personnel**") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the VMWare License and make all decisions in connection therewith.

Tyler Cowden	Account Manager State & Local Maryland
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel (or their successors, who shall have at least the same levels

of experience and expertise) shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the VMWare License, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall provide all VMWare License required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the Contract Term all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform Scope of Work related to the provision of the VMWare License.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the VMWare License required hereunder and that all materials will be new and current model, of good quality, fit for the purpose intended. For purposes of this Rider Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. Contractor guarantees the items conform to

the Contract, and shall deliver all warranties with the VMWare License to the Contract Administrator.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all services and the Scope of Work hereunder in accordance with all ordinances, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time the VMWare License is rendered and the Scope of Work performed.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Scope of Work required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Scope of Work required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of work related to the provision of the VMWare License. The Contractor further covenants that in the provision of the VMWare License, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "**ADA**"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Scope of Work specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Scope of Work for the provision of services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the "**Books and Records**"), as shall be necessary to perform the work related to the provision of the VMWare License required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Scope of Work hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor's successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the VMWare License as the Contract Administrator shall require. The Contractor hereby acknowledges that the cost of work and services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Intentionally Omitted.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions,

response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Intentionally Omitted.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work,

operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in providing VMWare License hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

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Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Work and provide the VMWare License.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Intentionally Omitted.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of VMWare License by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Rider Agreement at any time,

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with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Scope of Work performed prior to the effective date of the notice of termination for any Scope of Work authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the VMWare License and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the VMWare License required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:
Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850

Attn: City Clerk / Director of Council Operations
Email: cityclerk@rockvillemd.gov

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov

Department of Procurement
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov

To the Contractor: CDW Government LLC
200 N. Milwaukee Avenue
Vernon Hills, IL 600621
Attention: Tyler Cowden
Email: tyler.cowden@cdwg.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5^{th}) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, "business day" means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals, Interpretation.

(a) Incorporation of Recitals. The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are fully incorporated into this Rider Agreement by this reference as if fully set forth and

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state the obligations as if the parties to the Sourcewell Agreement were identical to the parties of this Rider Agreement.

(b) Interpretation. The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and provisions of the Sourcewell Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If 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 Contractor may be declared ineligible for further contracts with the Mayor and Council. 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 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.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider Agreement shall be decided by the City Manager consistent with Rockville Code section 17-173, and 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 this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 10.10. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.11. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.12. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.13. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(**Signature pages to follow**)

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IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Rider Agreement for the procurement of the VMWare License under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland

By: _____

Cynthia Walters
Acting City Attorney

Jeff Mihelich
City Manager

CONTRACTOR

CDW GOVERNMENT LLC, an Illinois limited liability company

By: _____

By:
Its:

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EXHIBIT A
Sourcewell Agreement

See Attached

DocuSign Envelope ID: 6E5E583C-AE8C-4945-A183-9F3A4F2397EC

Sourcewell

Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

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claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.
4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Clod Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

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Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

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Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

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circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTHWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

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12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

5. *License to Software*. All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

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software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product*. Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	CDW Government LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dario Bertocchi 7E5503A3787848D...
By: _____	By: _____
Jeremy Schwartz	Dario Bertocchi
Title: Chief Procurement Officer	Title: Vice President Contract Operations
Date: 3/13/2024 | 9:46 PM CDT	Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	Debb Atnip
Email:	debb.atnip@cdw.com
Phone:	214-729-9078
HST#:	36-4230110

Submission Details

Created On:	Tuesday October 31, 2023 11:16:38
Submitted On:	Monday December 18, 2023 12:20:13
Submitted By:	Debb Atnip
Email:	debb.atnip@cdw.com
Transaction #:	ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address:	136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and $24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our "philosophies of success" every day.
We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

It's only good if it's win/win.
Good luck many times comes disguised as hard work.
People do business with people they like.
Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled $3.5 billion in 2022 and more than $24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used
Recycling and composting of cafeteria waste
Elimination of plastic bottles from vending machines in our offices and warehouses
Elimination of single-use plastic cups
Company-wide internal toner cartridge recycling program
Recycling centers on each floor of our office locations
Recycling chutes for certain materials at our distribution centers
Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.
Matching gifts programs up to $2,000 per coworker per year. CDW has contributed more than $1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.
CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.
Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:
Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.
Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol "CDW" on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of $24 billion in 2022, a 14 percent increase from then-record 2021 sales of $21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: $24.0 billion 2021: $21.0 billion 2020: $18.5 billion 2019: $18.0 billion 2018: $16.2 billion 2017: $14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated $1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated $2.9 billion in 2022. In addition, 2022 saw Net Sales of more than $1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized $750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than $5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were $20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was $1.4 billion, which represents a 2 percent share of its approximately $77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World's Best Companies list – TIME Recognized as part of World's Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America's most JUST Companies – JUST Capital Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

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Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
Honored with Corporate Champion Award – 1871
Recognized as part of World's Best Employers list – Forbes
CDW Canada named Top Solution Provider of the Year – Channel Daily News
CDW received Channel Innovation Award – Channel Daily News

2022
Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
Ranked on 2022 MSP 501– Channel Futures
Selected for 2022 list of World's Best Employers – Forbes
Named to World's Top Female-Friendly Companies list – Forbes
Highlighted as part of annual Best Companies for Women list – Fairygodboss
Named to the 2022 Best for Vets: Employers list – Military Times
Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
Received Global Customer Value Leadership Award – Frost & Sullivan *
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021
Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
Named to list of America's Best Employers for 2021 – Forbes
Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020
Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019
CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
Named to Future 50 – Fortune
Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
Named a Best for Vets Employer – Military Times
Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
Received an Employees' Choice Award – Glassdoor
Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
Recognized in Military Friendly Employers list – VIQTORY
Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: Alabama Joint Purchasing (ALJP) BuyQ National Charter School Contract California Department of General Services (DGS) Laptops/Desktops California IT in Education Association (CITE) Google Workspace CalSAVE Central Indiana Education Services Center (CIESC) County of Riverside – Microsoft E&I Cooperative Services Educational Service Commission of NJ (ESCNJ) Fairfax County Hardware and Software Florida Technology Refresh Program – Seminole State College Illinois Public Higher Education (IPHEC) Internet 2 Consortium Iowa Board of Regents Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 Michigan Computing Program (MMCP) Mid-South Independent School Business Officers (MISBO) Midwestern Higher Education Compact (MHEC) Midwestern Higher Education Compact (MHEC) Massachusetts NASPO ValuePoint Audio Video Equipment and Supplies Cloud Solutions Software Value Added Reseller (SVAR) New York City Department of Education (NYC DOE) New York Office of General Services (NY OGS) Omnia Partners Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Regional Education Media Centers (REMC) Association of Michigan School Project for Utility Rate Reduction (SPURR) Texas Department of Information Resources (DIR) The Association of Educational Purchasing Agencies (AEPA) The Interlocal Purchasing System (TIPS) The Quilt US Educational Technology Purchasing Alliance (USETPA) Wisconsin Counties Association (WCA) CDW Canada: Ontario Education Collaborative Marketplace (OECM) End-User Computing Devices and Services Software License Products and Related Services Networking Products and Related Services Vulnerability Assessment and Penetration Testing Services HealthPRO Contract for the Supply of Clinical Procedure Carts Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies Kinetic GPO RFSO Contract Information Technology Solutions Focused Education Resources End User Computing Devices (EUCD) Agreement IT Professional Services Agreement Ontario Ministry of Public and Business Service Delivery IT Security Products & Services University of Toronto Supply of Apple Products Agreement BCNET IT Professional Services Roster for Cybersecurity Core & Edge Switches - Juniper IT Professional Services Roster for Network Services IT Professional Services Roster for Infrastructure Services Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement Cybera Networking Agreement	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: $16,157,839.15 2021: $19,423,532.00 2020: $16,483,017.34	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$250MN- $500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$100MN to $250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector. *

27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of $20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than $500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aptris, Inc. (Aptris), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aptris' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: Quickly add items to their cart for purchase Save time on re-orders Share shopping carts with colleagues Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be re-purchased Email the cart to a colleague Create a standard quote Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: View all recent orders (from the past month to as far back as three years) Search for a specific order by P.O. number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following criteria: Cancelled All Items Shipped Some Items Shipped Not Yet Shipped Backordered Item(s) Processing Orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to Microsoft Excel with all open orders Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability Online Chat: 8 a.m. to 7 p.m. CT Email (cdwsales@web.cdw.com): Reply within 24 hours Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing Online Chat: 7 a.m. to 6 p.m. CT Email (CustomerRelations@web.cdw.com): Reply within 24 hours Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings Online Chat: 7 a.m. to 6 p.m. CT Email (e-account@web.cdw.com): Reply within 24 hours Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: Assign roles, restrictions, and permissions to individual users and groups of users. Grant users access to all products CDW•G offers or only to specific catalogs. Allow users to view only their quotes, orders, and purchase history. Grant users' rights to view multiple accounts. Assign responsibility for following established workflows as a purchaser or approver. Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and	

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: Contacting their CDW•G team Placing orders Searching order history Managing assets Administering order approval workflows Defining and governing technology standards Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: Managing subscriptions Managing quotes Streamlining repeat purchases (bundles and favorites) Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: Estimated time of arrival/inventory/supply chain insights to support implementation Order tracking Order status Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW·G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: An asset overview page that shows a view of hardware and software assets purchased from CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: Presentations to build stakeholder support School-level consultation Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation	*

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: Logistics services for quick and efficient removal of equipment from client facilities Device pickup including palletizing equipment, shrink wrapping, and transport Document of Liability Transfer provided to indemnify client from any environmental liability Ensure removal of all client information and software from electronic media and assets U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards EPA-approved disposal Zero-landfill policy Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: Ongoing measurement of paper consumption Custom paper footprint and forest impact insights Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: Minority-Owned Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) Minority-Owned Small Business (MOSB) Women-Owned Small Business (WOSB) Small Disadvantaged Business (SDB) 8(a) Small Business Veteran-Owned Business Enterprise (VBE) Veteran-Owned Small Business (VOSB) Service-Disabled Veteran Owned Small Business (SDVOSB) Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement	

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to $25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:
CDW's overall diversity spend peaked at $3.6 billion with small, diverse suppliers.
CDW was included in the 2022 America's Top Corporations for Women Owned Business Enterprises
CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:
CDW's overall diversity spend exceeded $3.4 billion with small, diverse suppliers.
CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.
CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:
CDW's overall diversity spend exceeded $2.6 billion with small, diverse suppliers.
Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.
CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:
CDW's overall diversity spend exceeded $2 billion with small, diverse suppliers.
CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education Device Ecosystem Classroom Transformation Cybersecurity Networking Infrastructure School Safety Higher Education Student and Institutional Devices A/V Transformation Connected Community Hybrid Infrastructure Cyber and Physical Security State and Local Government Cybersecurity Program-Based Accounts Public Safety Device Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW·G's mature practice for providing devices to K-12 districts nationally. CDW·G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. Robust portfolio of professional development partners. Best practices for defining technology standardization with each district. Project management aligned to supply chain and to ensure large device rollouts are successful and on time. Pre-shipment device configuration to provide low/no touch devices for district IT staff. Local warehousing and local deployment services, including last-mile delivery. Maintenance and break-fix solutions to ensure high availability of devices. Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW-G's practice built for K-12 devices, CDW·G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW·G's existing Sourcewell agreement.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: Easy to manage equipment coverage A single point of contact for repair service Multiple response times available on the same contract Flexibility to add or remove equipment as needed Parts and labor included Multiple contracts consolidated Annual or multi-year contact options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: Warranty extensions and upgrades Post warranty support Accidental damage protection Maintenance Contracts Post-sale technical support Product and certification training Onsite repair Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW·G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-terming all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) Ensuring a set of standard tools is used, such as ServiceNow Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting	*

54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: Credit Cards* (American Express, Discover, MasterCard, Visa) Checks Electronic Data Interchange (EDI) Electronic Funds Transfer (EFT) Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: Arrow Capital Solutions Cisco Capital Dell Financial Services HPE Financial Services Lenovo Financial Services LEAF Commercial Capital, Inc. Preferred leasing partners include: Acer Finance Apple Finance De Lage Landen (DLL) Microsoft Finance PNC Bank US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewelll Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: Statement of Work (SOW) for professional/managed services Customer-specific terms and conditions (if required by the Sourcewell Member)	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.	*

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai’i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai’i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada’s partners’ distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.	*

69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: Category penetration Sourcewell Member agreements and state contract adoptions New Sourcewell Member growth OEMs and category penetration Customer satisfaction survey responses Professional services and evolving technologies including cloud offerings' growth Market share under the Sourcewell contract and total available wallet share Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: Software & Cloud Offerings: 0.25 percent Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	◉ Yes ○ No	○ Yes ◉ No	○ Yes ◉ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services e-Procurement integration Leasing services Managed services: Gold Level Support for customer devices Pre-shipment configuration Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions Cloud Collaboration Data Center and Networking Managed Print Services Point of Sale Security Software Management Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories Security Locks Headphones and Speakers Phone Accessories Tablet Accessories Keyboards/Keypads Notebook Accessories Cases and Backpacks Mice and Trackballs Office Products and Supplies Small and Consumer Electronics Robotics Power, Cooling & Racks Power Supplies/Adapters UPS/Battery Backup Batteries Surge Suppressors Remote Power Management Desktop Computers Computer Cases Apple Desktops PC Compatible Desktop Computer Windows Based Terminals Desktop Memory Upgrades Thin Clients PC Compatible Workstations Data Storage/Drives Storage Enclosures/Mounting Hardware CD/DVD/Blue Ray Drives Disk Duplicators Media Hard Drives Desktop NW Attached Storage Floppy Disk Drives Flash Memory Consumer SSD Enterprise Storage BU/DR Infrastructure Drive Arrays

Enterprise Hard Drives
Enterprise SSD
Interfaces Controllers
Optical Drives
Storage Networking
Rackmount NW Attached Storage
Tape Backup Drives
Tape Automation (Lib/Changers)

Point of Sale/Data Capture
Wireless Communication Devices
POS Systems
Connected Devices
Peripheral and Barcode Scanners
Thermal Printers

Servers & Server Management
Server Accessories
Linux/Unix Based Servers
KVM Consoles and Switches
CPUs/Fans
Network Print Servers
Application Servers
Apple Mac OS Servers
RISC Servers
Server Memory Upgrades
x86 Based Servers

Services (CDW Delivered)
Installations
Configurations
HCA/Hlth Purch Grp (HPG) CDW
OnSite Services
Central Services – Repairs
Managed Services
Mobility Services
Field Services
Remote Services
Software Asset Mgmt Services
Classroom Training
Workspace Management Tools

Notebook/Mobile Devices
Notebook Memory Upgrades
Mobile Workstation
Notebook Computers
Apple Notebooks
Tablets

NetComm Products
Network Bridges
Modular Switches
Communications Boards
Network Management Hardware
Modems
Network Switches Managed
Network Test Equip/Analyzer
Network Optics
Network Hubs
NIC Network Interface Adapters
Network Routers
Network Device Memory
Network Switches Unmanaged
Network Security
Wireless LAN Networking
Physical Security

Carts and Furniture
Furniture
Medical Carts

Printing & Document Scanning
3-D Prototype Printers
Copy Machines
Document Scanners
Dot Matrix Printers

FAX Machines
Single Function
Printer Accessories
Multifunction
Plotters
Printer Memory Upgrades
Printer Supplies

Services (Partnered Delivered)
Partner-Delivered Managed Services
Cloud Partner Services
OnSite Services-3rd Party
Installations 3rd Party
Managed Print Services
IT Pro Training – 3rd Party
Systems Management – 3rd Party
Warranties – Product Protection

Client Configure-to-Order
Client Configure-to-Order

Software
Aggregation Services Software
Security Software
Application Suites
Desktop Applications
BU/DR Software
Cloning Software
CAD/CAM Software
Cisco One Software
Database Software
Digital Signage Software
Design and Graphics
Audio/Video Production
Flow/Org Chart Software
Cloud Collaboration Software
Mobile Device Enablement SW
Integrated Product Suites
Infrastructure as a Service
AI Software
Voice Recognition
Legal Software
Mainframe Software
Unified Communication
Network Management Software
Network Connectivity/Emulation
Data Capture Software
Operating Systems
Programming Software
CRM Software
Portal Software
Reference Software
Business Analytics
Document Management Software
Entertainment/Education Soft
Financial Software
Communication/Internet Soft
Storage/SAN Management Software
Utility Software
Software Documentation & Media
Telephony Software
Technical Support
Virtualization Software
Web Software
Physical Software

Collaboration Hardware
Voice Hardware – Phones
Collaboration Hardware – Video Hardware
Collaboration Hardware – Voice Hardware – Headsets
Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
Automation & Control Systems
Cameras
Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response

80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

Gap analysis charts for training requirements to be quickly identified

Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: Performing health checks Maintaining the right license position so you are neither over- or under-licensed Establishing consolidated billing Providing ongoing software recommendations Ensuring accurate IT planning and budgeting Maximizing value derived from licensing agreements Applying compliance checkpoints Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be repurchased Email the cart to a colleague Create a standard quote Estimate shipping costs with the Shipping Calculator before checking out Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: View all recent orders (from the past month to as far back as three years) Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the “Buy Again” button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system CDW·G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(●) Yes ( ) No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization’s policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization’s digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	(●) Yes ( ) No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;		Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures – it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient – through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix

			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	◉ Yes ○ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	◉ Yes ○ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: Enterprise and data center networking Software-defined WAN (SD-WAN) Wireless networking and Wi-Fi 6 Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(●) Yes ( ) No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(●) Yes ( ) No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response

90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: Program Strategy and Operations 85+ risk, governance, and strategy experts Cyber Resilience and Compliance 35+ cyber security and advisory consultants Identity and Access Management 110+ advisors, engineers, and architects Cloud and Application Security 10+ cloud security specialists Secure Infrastructure 60+ physical, network, and IR engineers and architects Skills and Training 20+ workforce specialists Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry CISSP – Certified Information Systems Security Professional CISA – Certified Information Systems Auditor CIPP – Certified Information Privacy Professional PCI QSA – PCI Qualified Security Assessor CEH – Certified Ethical Hacker PMP – Project Management Professional CSM – Certified Scrum Master Vendor Cisco CCNPs and CCIEs Splunk Certified Consultants and Enterprise Architects AWS Cloud Security Architects Microsoft Certified Systems Engineers Palo Alto Certified Network Security Professionals SailPoint Certified Engineers and Architects Okta Certified Professionals, Administrators, and Architects CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: CSA – Cloud Security Alliance CISA – Cybersecurity and Infrastructure Security Agency iapp – International Association of Privacy Professionals IDSA – Identity Defined Security Alliance IIA – The Institute of Internal Auditors ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium NACD – National Association of Corporate Directors NIST – National Institute of Security Standards PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. Proactive renewal notifications before technology, licenses, or subscriptions expire. Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zylo – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- Marketing Plan/Samples - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- Upload Additional Document - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- Pricing - Category 1 - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

EXHIBIT B
Scope of Work

See Quote from CDW Government LLC No. PXQC668 dated July 6, 2026.

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DONNIE JOHNSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXQC668	7/6/2026	UPDATED 5YR VMWARE	3963960	$1,496,768.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: $400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	$353.00	$293,696.00
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: $400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	$356.00	$296,192.00
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: $400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	$360.00	$299,520.00
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: $400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	$363.00	$302,016.00

QUOTE DETAILS (CONT.)				
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A list price: $400.00 discount: 11% Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	832	8566362	$367.00	$305,344.00

SUBTOTAL	$1,496,768.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$1,496,768.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: ROCKVILLE CITY HALL-IT DEPARTMENT INFORMATION TEC 111 MARYLAND AVE ROCKVILLE, MD 20850-2321 **Phone:** (240) 314-8160 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** ROCKVILLE CITY HALL-IT DEPARTMENT INFORMATION TEC 111 MARYLAND AVE ROCKVILLE, MD 20850-2321 **Phone:** (240) 314-8160 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Tyler Cowden | (866) 245-1795 | tyler.cowden@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$1,496,768.00	**$42,358.53/Month**	**$1,496,768.00**	**$48,704.83/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

VMWare
Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at https://www.vmware.com/agreements.html, (b) the Specific Program Documentation (the "SPD"), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at https://www.broadcom.com/licensing and (c) the additional terms within this order (collectively, the "End User Terms"). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

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MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: RECREATION & PARKS
Responsible Staff: STEVE MADER

Subject

Authorize the City Manager to execute an Amendment to the Rider Agreement with Gale Associates, Inc. of Towson, Maryland, for Multi-Year Consultant Services for Building Envelope Construction and Repair work at City facilities in the amount not-to-exceed $390,000 annually.

Department

Rec & Parks - Parks & Facilities

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to execute an Amendment to the Rider Agreement with Gale Associates, Inc. of Towson, Maryland, for Multi-Year Consultant Services for Building Envelope Construction and Repair work at City facilities in the amount not-to-exceed $390,000 annually through November 18, 2026, with the option to extend through November 18, 2029.

Discussion

The City of Rockville requires roof consulting services for citywide facilities with various types of roofing systems. The integrity and care of the roof system is paramount to the long-term preservation of a building. Roof system maintenance is an ongoing process with the ultimate objective of providing watertight roof systems to our municipal buildings. The city has replaced entire roof systems on 25 facilities over the last ten years, and each roof is expected to last about 15-20 years. The roofing consultant services will include regular inspection of roofs and corrective maintenance recommendations.

On January 22, 2024, Mayor and Council awarded the Multi-Year Consultant Services for Building Envelope Construction and Repair work to Gale Associates, Inc. in an amount not-to-exceed $140,000 annually. The current agreement is effective through November 18, 2026. The projected number of projects necessitates the additional $250,000 for a total not-to-exceed amount of $390,000, hence the Amendment.

The contractor is utilized for engineering services on roofing projects such as Elwood Smith Recreation Center, Twinbrook Recreation Center, Onley Building Storage Building, Hillcrest Park Shelter, College Gardens Park Shelter, and other city facilities.

Mayor and Council History

On January 22, 2024, Mayor and Council awarded the Multi-Year Consultant Services for Building Envelope Construction and Repair to Gale Associates, Inc. in an amount not-to-exceed $140,000.

Procurement

This is a cooperative through the Charles County Public Schools Contract #PCBECR 2223-1. By using the Charles County Public Schools Contract, the city can benefit from a broad scope of work that includes various types of roof consulting services, inspections, moisture intrusion investigations, preparation of plans and specifications, as well as construction support for building envelope construction and repairs. Utilizing a single contractor for these related services under a multi-year contract provides the best comprehensive work plan for this City need.
The Charles County Public Schools Contract has hourly rates for several professional personnel service categories, at estimated quantities greater than those required by the City. As such, this provides more competitive pricing based on higher volumes. The specific hourly rates are considered fair and reasonable based on other contract reviews.

Section 17-71 (b) of the Rockville City Code, Cooperative Procurement, states that the City may contract with any contractor who offers goods, services, insurance, or construction on the same terms as provided to other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the City's.

In accordance with Section 17-39(a) of the Rockville City Code, Awarding Authority, all contracts involving more than two hundred fifty thousand dollars ($250,000.00) shall be awarded by the Mayor and Council.

The city has utilized Gale Associates, Inc. in the past and has found this vendor to be satisfactory and understands City expectations.

Gale Associates, Inc. is a Non- Minority, Female, Disabled or Veteran (Non-MFD-V) company.

To view the draft amendment, see Attachment 1.

To view all contract documents, click the link provided below:

1. COR Executed Rider Agreement with Gale Associates, Inc.
2. COR Agreement Attachment A with Gale Associates, Inc.

Fiscal Impact

Funding is available in the Recreation and Parks Roof Replacements: FY26-FY30 (RD26) CIP project (Attachment 2). Future funding is subject to appropriation by the Mayor and Council.

Next Steps

Once approved by the Mayor and Council, the City Manager will execute the Amendment to the Rider Agreement with Gale Associates, Inc. Consultant Services for Building Envelope Construction and Repair.

Attachments

Attachment 1 - Amendment to Rider Agreement Gale, Attachment 2 - CIP RD26 Roof Replacements

AMENDMENT TO
CITY OF ROCKVILLE RIDER AGREEMENT

THIS AMENDMENT TO THE CITY OF ROCKVILLE RIDER AGREEMENT ("**Amendment**") is made this ____ day of _____, 2026 by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland (the "**City**"), acting through its City Manager, and **GALE ASSOCIATES INC.,** a Maryland corporation (the "**Contractor**" or "**Gale**"). The City and Gale are each a "**Party**" or collectively the "**Parties**") to this Amendment.

A. WHEREAS, the City has received professional consultant services for building envelope construction and repair ("**Building Envelope Services**") from Contractor pursuant to the terms of the City of Rockville Rider Agreement riding the terms of the Charles County Board of Education ("**CCBOE**") Agreement between the CCBOE and Gale dated November 18, 2022 (the "**Rider Agreement**") dated as of February 13, 2024 between the Parties as Exhibit A; and

B. WHEREAS, the Rider Agreement had an initial term through November 18, 2024 with an option to renew for four additional one-year terms (the "**Term**"); and

C. WHEREAS, the Term of the Rider Agreement has been renewed each year and is currently effective through November 18, 2026, with the option to renew for two additional one-year terms; and

D. WHEREAS, the City requires further roof consulting services on various types of roofing systems consistent with the Building Envelope Services; and

E. WHEREAS, in order to complete the projects for Fiscal Year 2026 and beyond, the City needs further funds beyond the current not-to-exceed amount and desires to increase the not-to-exceed amount from $140,000 annually to $390,0000 annually; and

F. WHEREAS, the purpose of this Amendment is to reflect a change to the amount of funds for the Building Envelope Services.

NOW, THEREFORE, the Parties, for good and sufficient consideration, hereby amend the Rider Agreement as follows:

1. The foregoing Recitals are hereby incorporated herein and made a part hereof as if fully set forth in this paragraph 1.

DRAFT

2. The Rider Agreement is hereby amended by deleting the first paragraph of Paragraph B of the Rider Agreement in its entirety and replacing it with the following:

> Subject to the Scope of Work in Attachment A, Contractor agrees to provide the listed services at the prices set forth in Attachment A. The price for each service includes all labor, equipment, materials, and services pursuant to the terms and conditions of Attachment A. The total not-to-exceed price for all services for the Initial Term of this Rider Agreement is: $140,000. For the Term starting November 19, 2025 and all renewals thereafter, the total not-to-exceed price for all services for the renewed Term of this Rider Agreement is: $390,000. Funding in additional years is subject to appropriation by Mayor and Council. Any price adjustments in any years in which the Rider Agreement is renewed are subject to the requirements below:

3. Except as otherwise expressly modified by the terms of this Amendment, the Rider Agreement shall remain unchanged and continue in full force and effect.

4. Except as otherwise defined herein, all terms and phrases used in this Amendment that are defined in the Rider Agreement shall have the same meaning as set forth in the Rider Agreement.

5. This Amendment shall be construed and governed in accordance with the laws of the State of Maryland.

6. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

(Signatures on Following Pages)

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

MAYOR AND COUNCIL

THE MAYOR AND COUNCIL OF ROCKVILLE

By: _____
Jeff Mihelich
City Manager

Approved as to form:

_____
Cynthia Walters
Acting City Attorney

CONTRACTOR

GALE ASSOCIATES INC., a Maryland corporations

By: _____
Steven J. Bohlen, Sr.
Associate/Partner

DRAFT

Roof Replacements: FY26-FY30

Overview

Department Recreation and Parks

Project Number RD26

Description

This multi-site project provides funding for the maintenance and replacement of roofing systems across city facilities. Ensuring these systems remain watertight and structurally sound is essential to protecting buildings, personnel, and equipment. The planned work is guided by recommendations from the 2026 Citywide Roofing Study.

Images



Newly replaced City Hall roof

Details

Guiding Principle: Stewardship of the Environment and Infrastructure

Mandate/Plan: 2026 Citywide Roofing Study; 2020 Recreation and Parks Strategic Plan; Comprehensive Plan

Anticipated Project Outcome: Watertight and structurally sound roofing systems.

Changes from Previous Year: Historical budget increased by $1,278,451 due to the transfer of unobligated funding from the prior five-year portion of this project. Updated FY 2027-2030 roof design and construction costs based on completed FY 2026 roofing study. Added FY 2031 projects and funding.

Project Manager: Noel Gonzalez, Facilities Property Manager, 240-314-8728.

Notes: This project is considered a routine capital maintenance project and is funded in five-year increments. FY 2027 work includes roof replacements at the Twinbrook Recreation Center, the Onley Building, and the Elwood Smith Community Center, as well as roof repairs at the former RedGate Clubhouse.

Capital Cost

FY2027 Budget
$966K

Total Budget (all years)
$3.02M

Project Total (to date)
$4.64M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
Construction (Capital Projects Fund)	$1,193,637	$965,840	$0	$625,390	$480,850	$0	$0	**$3,265,717**
Design (Capital Projects Fund)	$428,434	$0	$150,090	$0	$96,170	$700,000	$0	**$1,374,694**
Total	**$1,622,071**	**$965,840**	**$150,090**	**$625,390**	**$577,020**	**$700,000**	**$0**	**$4,640,411**

Funding Sources

FY2027 Budget
$966K

Total Budget (all years)
$3.02M

Project Total (to date)
$4.64M

Detailed Breakdown

Category	Historical Budgeted	FY2027 *Requested*	FY2028 *Requested*	FY2029 *Requested*	FY2030 *Requested*	FY2031 *Requested*	Future Budgeted	Total
PayGo (Capital Projects Fund)	$1,622,071	$965,840	$150,090	$625,390	$577,020	$700,000	$0	**$4,640,411**
Total	**$1,622,071**	**$965,840**	**$150,090**	**$625,390**	**$577,020**	**$700,000**	**$0**	**$4,640,411**

Project Timeline

- **07/1/2025**
  Design and Construction Start (FY 2026)
- **07/1/2029**
  Design and Construction Completion (FY 2030)

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: CPDS - DEVELOPMENT REVIEW
Responsible Staff: JOHN FOREMAN

Subject

Authorize the City Manager to Execute Amendment No. 1 to Interlocal Contract for Licensing SCPDC Software by and between the Mayor and Council of Rockville, ("Licensee"), a municipal corporation and body corporate and politic organized under the laws of the State of Maryland; and South Central Planning and Development Commission, ("SCPDC" or "Licensor"), a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish.

Department

CPDS - Development Review

Recommendation

Staff recommends the Mayor and Council authorize the City Manager to execute Amendment Number 1 (Attachment 1) between the City of Rockville and SCPDC to continue to provide MyGovernmentOnline software.

Discussion

Background

As recently as 2019, the majority of applications in Community Planning and Development Services (CPDS) were processed with paper applications and plans through a software system that was implemented in 1993. In response to concerns from the public, staff, and the Mayor and Council (M&C) that the plan review process was too long and cumbersome, the City determined that the paper-oriented process should be moved to electronic delivery.

Staff identified MyGovernmentOnline (MGO) to meet these needs. After confirming that the functionality was acceptable and comparable to other systems, staff performed a price cost analysis, which showed that MGO offered significant cost savings over other vendors both initially and on an ongoing basis.

Implementation and Need

MGO was able to be obtained relatively quickly because it is developed, maintained and supported by an agency of the Louisiana state government, South Central Planning and Development Commission, and is offered through an inter-governmental agreement.

The agreement with MGO was initially awarded by the City Manager and signed in February 2021 (Attachment 2), and the first permits went live in October 2021. Since that time, staff has worked to improve both the system and the process. Additional permit types have been configured and launched, most recently all planning and development cases in July 2025 and Public Works' permits in May of 2026. Additional permit types remain to be configured, such as those associated with Code Enforcement, as well as additional cases for the Department of Public Works (DPW) and Rockville Police Department.

Staff has continued to learn the features and functionality of the system and determined that both the customer and staff experience can be improved by dividing permits into additional modules for Fire Safety, Hotels/Apartments, DPW, Miscellaneous, and Police. Separating these into separate modules allows for convenient inspection scheduling for customers, ease of use for staff, improved maintenance, and better reporting capabilities.

Revised Agreement

The current agreement with MGO renews annually unless terminated by either party. It establishes a set rate per module based on the number of permits the city enters in the system. If the city exceeds this number, we are subject to an overage fee. There have been no cost increases or overage fees since the initial agreement in 2021. On November 2, 2025, staff received a revised quote from MGO, which incorporates the additional modules described above, along with price increases for the remaining existing modules. The new quote also eliminates the overage fee.

The proposed changes result in an annual increase from $38,280 to $84,066. Although this is a significant increase, this is the first cost increase since 2021, and the total cost is still comparable or less than other similar systems, particularly when considering the lack of up-front costs and other additional ongoing costs such as support, custom reports, or staff training. Additionally, though the agreement is renewed every year and subject to changes such as CPI increases, staff does not anticipate the need for any additional modules or other significant increases. Most permits are already live, with only few left to be configured. The addition of these new modules will allow us to continue to improve service to our customers, improve functionality for staff, and ensure accurate reporting.

The Office of the City Attorney has reviewed Amendment No. 1 and has approved it as to form.

Mayor and Council History

This is the first time this item is being brought to the Mayor and Council for consideration.

Procurement

In accordance with Chapter 17, "Procurement," Section 17-72, of the Rockville City Code, the City may
contract directly with other public entities to receive any work or services of the type the other public entity performs for its jurisdiction. This software was developed by the South Central Planning and Development Commission for use within its jurisdiction and for use by other jurisdictions. Additionally, contracts with other public bodies are exempt from competitive procurement per City Code Section 17-87 (a)(5) entitled “Exemptions.”

Fiscal Impact

The FY 2027 adopted budget includes funding for MGO, including costs associated with the revised agreement (Attachment 1). All future years appropriations are subject to Mayor and Council approval.

Next Steps

After approval by Mayor and Council, the Procurement Department will take the necessary steps to execute the Amendment No. 1 and issue the necessary purchase order to obtain the enhanced software.

Attachments

Attachment 1 - MGO Agreement_1st_Amendment, Attachment 2 - MGO Agreement Original

AMENDMENT No. 1 TO
INTERLOCAL CONTRACT FOR LICENSING SCPDC SOFTWARE

THIS AMENDMENT No. 1 ("**Amendment**") is entered into by and between the Mayor and Council of Rockville ("**Licensee**"), a municipal corporation and body corporate and politic organized under the laws of the State of Maryland; and South Central Planning and Development Commission, ("**SCPDC**" or "**Licensor**"), a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish.

WITNESSETH:

WHEREAS, the parties previously entered into the Interlocal Contract for Licensing Agreement SCPDC Software, including the City of Rockville Standard Contract Addendum, on or about February 17, 2021 (the "**Agreement**"), attached hereto and incorporated by reference. The parties desire to amend said Agreement as set forth below:

1. **The Permits Module / Monthly $3,167, Planning & Zoning / Monthly $1,583.50, Fire Safety Module / Monthly $300, GIS / Monthly $230, Hotels and Apartments Module / Monthly $475, DPW Module / Monthly $300, Miscellaneous Module / Monthly Included in SaaS, Police Module / Monthly $475, Solutions Center / Monthly $475, Total Monthly $7,005.50.**

2. **Onsite Training** shall be added to this Agreement under a custom quote of $2,700.00 per trip. Remote sessions will be used when feasible.

3. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

4. **Conflict**. If there is a conflict among documents, the most recently fully executed document will prevail with regard to the conflict.

5. **Understanding, Fair Construction**. By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

6. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

The Mayor and Council of Rockville	SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION
_____	_____
Jeff Mihelich, City Manager	Kevin Belanger, Chief Executive Officer
Date: _____	Date: _____

Approved for legal sufficiency by:

_____

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INTERGOVERNMENTAL AGREEMENT
FOR LICENSING SCPDC SOFTWARE (MYGOVERNMENTONLINE (MGO))

Sec. 1. Parties and Purpose

1.1 The Mayor and Council of Rockville, a municipal corporation in the State of Maryland

1.2. The South Central Planning and Development Commission (Licensor) ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study to current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software"). This contract is entered into among Licensee, and licensor to license the use of the SCPDC Software under certain terms and conditions. Licensee shall participate in partnership with SCPDC in the continued growth and expansion of the SCPDC Software through continued feedback and analysis with the purpose to better the software and services for all partnered jurisdictions for a public good.

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between South Central Planning and Development Commission, a Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, hereinafter referred to as "SCPDC" and The Mayor and Council of Rockville, a municipal corporation in the of the State of Maryland, hereinafter referred to as Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

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2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Intergovernmental Use Agreement.

2.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license during the term of this Agreement to use the Licensor's Software, through Internet access only, internally on one or more servers controlled by or on behalf of Licensee solely for purposes of using the Licensor's products known as MyPermitNow, MyGovernmentOnline, and Inspection Anywhere. The scope of the foregoing license encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers, allowing customers of Licensee access to Licensee's portal for the purpose of researching permit requirements and submitting permit requests to the Licensee, but excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's

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Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

3.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance johndoe@scpdc.org) and password for each user of the system in the employ and under control of Licensee.

3.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

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5. LICENSE FEE

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. Licensee agrees to pay or reimburse SCPDC for all federal, state, parish, or local sales, use, personal property, payroll, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of SCPDC).

5.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

6. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) The Software has been properly used at all times and in accordance with the instructions for Use; and

(b) No modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

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(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.
Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

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7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

7.8 Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq. or Title 4 of the General Provisions Article of the Annotated Code of Maryland (the Maryland Public Information Act), (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month.

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Licensee may also terminate this Agreement by providing SCPDC written notice of its intent not to renew the contract no later than thirty (30) days before the expiration of the initial two-year term or any subsequent 12-month term.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee’s office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyGovernmentOnline will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

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To: South Central Planning & Development Commission	To: Mayor and Council of Rockville
Address: 5058 West Main St. Houma, LA 70360	Address: 111 Maryland Avenue Rockville, MD 20850

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

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12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

12.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

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IN WITNESS WHEREOF, the parties have executed this Agreement.

THE MAYOR AND COUNCIL OF ROCKVILLE

By: Robert DiSpirito

Robert DiSpirito, City Manager

2/17/2021

Date

Sara Taylor-Ferrell

Witness
Sara Taylor-Ferrell, City Clerk/
Director of Council Operations

Date: 2/17/2021

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

By: Kevin Belanger

Kevin Belanger, Chief Executive Officer

2/17/2021

Date

Ryan Hutchinson

Witness: Ryan Hutchinson, Chief Technology Officer

Date: 2/17/2021

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SCHEDULE A

INTERGOVERMENTAL CONTRACT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

Licensee use of SCPDC's MyGovernmentOnline System, Standard Configuration

B. LICENSE FEE

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

			MONTHLY RATE		
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	$10.00	$260.42	$156.25	$99.00	$230.00
501 - 1000	$10.00	$500.00	$300.00	$99.00	$230.00
1001 - 2000	$10.00	$958.33	$575.00	$143.75	$230.00
2001 - 4000	$10.00	$1,833.33	$1,100.00	$275.00	$230.00
4001 - 6000	$10.00	$2,500.00	$1,500.00	$375.00	$230.00
6001 - 8000	$10.00	$3,166.67	$1,900.00	$475.00	$230.00
8001 - 10000	$10.00	$3,750.00	$2,250.00	$562.50	$230.00
10001 - 12000	$10.00	$4,250.00	$2,550.00	$637.50	$230.00
12001 - 14000	$10.00	$4,666.67	$2,800.00	$700.00	$230.00
14001 - 16000	$10.00	$5,000.00	$3,000.00	$750.00	$230.00
16001 - 18000	$10.00	$5,250.00	$3,150.00	$787.50	$230.00
18001 - 30000	No Overage	$5,416.67	$3,250.00	$812.50	$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the _4001-6000_____ Permit Volume package at $__2,500.00____. It is understood this will be billed on a levelized billing system of $_3,190.00__ monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

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Other Fees:

On-Site Visits: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: $100.00 one-time fee; New Credit Card Vendor: $500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

Additional Modules:
Reoccurring Septic Permits, Fire Marshal, and Public Works Modules available by custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

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SCHEDULE B

INTERGOVERMENTAL USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

EQUIPMENT SITE, USER NAME, PERSONAL USER NUMBER AND PERSONAL ACCESS PASSWORD

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

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SCHEDULE C
INTERGOVERMENTAL USE AGREEMENT
South Central Planning and Development Commission and Jurisdiction

MAINTENANCE AND SUPPORT

DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street Houma, LA 70360	8:00 a.m. to 4:30 p.m.

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Information Technology Administrator

E-mail: support@mygovernmentonline.org

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported by MyGovernmentOnline

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system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

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3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;

3.5.4 Software programs made by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.

4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.

5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of a MyGovernmentOnline module and can no longer fulfill its contractual obligations pursuant to the Intergovernmental Agreement, the last stable source code release of that module will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. Licensee data – Upon the client’s written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee’s data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee’s permitting data.

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Accepted:

THE MAYOR AND COUNCIL OF ROCKVILLE

Robert DiSpirito
_____ Date: 2/17/2021
By: Robert DiSpirito, City Manager

Sara Taylor-Ferrell
_____ Date: 2/17/2021
Witness
Sara Taylor-Ferrell, City Clerk/Director of Council Operations

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

Kevin Belanger
_____ Date: 2/17/2021
By: Kevin Belanger, Chief Executive Officer

Ryan Hutchinson
_____ Date: 2/17/2021
Witness: Ryan Hutchinson, Chief Technology Officer

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CITY OF ROCKVILLE
STANDARD CONTRACT ADDENDUM

DEPARTMENT NAME: Planning and Development Services (PDS)

CONTRACTOR NAME: South Central Planning and Development Commission (SCPDC)

DATE: February 8, 2021

The Mayor and Council of Rockville and the Contractor are this day entering into a contract and, for their mutual convenience; the parties are using the standard form agreement provided by the Contractor, South Central Planning and Development Commission (SCPDC). This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) / / individual proprietorship / / association / / partnership / / corporation /X / governmental agency or authority authorized to do in Maryland the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Mayor and Council of Rockville for all goods, services and other deliverables under this contract shall not exceed $ 38,280.00 annually, with a one-time implementation fee for travel and related expenses not to exceed $5,100.00 ; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to PDS . The total cumulative liability of the Mayor and Council of Rockville, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Mayor and Council of Rockville.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Mayor and Council of Rockville. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement are not in the best interest of the Mayor and Council of Rockville, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Mayor and Council of Rockville:

1. Requiring the Mayor and Council of Rockville to maintain any type of insurance either for the City's benefit or for the contractor's benefit;

2. ~~Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;~~ For TERM: *See Section 9.1 of Intergovernmental Agreement for Licensing SCPDC Software (MyGovernmentOnline (MGO))*

3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;

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4. Requiring the Mayor and Council of Rockville to indemnify or to hold harmless the Contractor for any act or omission;

5. Imposing interest charges contrary to that specified by Maryland law, Prompt Payment;

6. Requiring the application of the law of any state other than Maryland in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Maryland;

7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Mayor and Council of Rockville if the contract is terminated before its ordinary period;

8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Mayor and Council of Rockville before the contract is considered in effect;

9. Delaying the acceptance of this contract or its effective date beyond the date of execution;

10. Limiting or adding to the time period within which claims can be made or actions can be brought;

11. Limiting the liability of the Contractor for property damage or personal injury;

12. Permitting unilateral modification of this contract by the Contractor;

13. Binding the Mayor and Council of Rockville to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

14. Obligating the Mayor and Council of Rockville to pay costs of collection or attorney's fees;

15. Granting the Contractor a security interest in property of the Mayor and Council of Rockville.

16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Mayor and Council of Rockville.

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

    https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=

18. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

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notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

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

Prior to full execution of the contract by the Mayor and Council of Rockville, 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 on Standard Contract Addendum Exhibit A.

This contract consisting of this addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract consisting of this addendum's substantive terms are appropriate to the needs of the Mayor and Council of Rockville and sufficient funds have been allocated for its performance by the Mayor and Council of Rockville. This contract is subject to appropriations by the Mayor and Council of Rockville.

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

Witness: _____

Ryan Hutchinson 2/17/2021

Ryan Hutchinson
Chief Technology Officer

Contractor by: _____ (Seal)

Kevin Belanger 2/17/2021

Kevin Belanger
Chief Executive Officer

ATTEST

Sara Taylor-Ferrell 2/17/2021

Sara Taylor-Ferrell, City Clerk/ Director of Council Operations

THE MAYOR AND COUNCIL OF ROCKVILLE

By: Robert DiSpirito 2/17/2021

Robert DiSpirito
City Manager

Approved as to form and legality:

Nicholas Dumais 2/17/2021

Nicholas Dumais, Assistant City Attorney

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STANDARD CONTRACT ADDENDUM EXHIBIT A

INSURANCE REQUIREMENTS

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

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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

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: CONSENT
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Approval of Minutes

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council approve the following minutes:

June 29, 2026 (Regular Meeting No. 17-26)
July 6, 2026 (Regular Meeting No. 18-26)

Attachments

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: ACTION ITEM
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: JEANNE BOOTH

Subject

Adoption of the JEDI Strategic Plan

Department

City Manager's Office (CMO)

Recommendation

Staff recommends that the Mayor and Council adopt the JEDI Strategic Plan (Attachment 2), formally establishing the City's five-year direction for Justice, Equity, Diversity, and Inclusion (JEDI) work.

Discussion

The Mayor and Council have recognized that inequities – particularly racial inequities – can be embedded in government policies and practices, creating disproportionate barriers for residents who have traditionally been disengaged from municipal decision-making. On July 12, 2021, the Mayor and Council adopted Resolution 10-21, committing the City to policies and practices that reduce implicit bias and advance fairness, inclusion, cultural competency, and equity across all areas of municipal government.

The Office of Justice, Equity, Diversity and Inclusion (JEDI) was established to provide administration, services, and programming designed to promote justice, ensure inclusion, and support belonging for all who live, work, and visit the City of Rockville. Since its inception, the Office of JEDI has led a number of foundational initiatives, including the Equity Champions workgroup with representatives from every department, the “Exploring the Culture of Us” workshop series, internal trainings, and participation in a Government Alliance for Racial Equity (GARE) cohort through the Metropolitan Washington Council of Governments (MWCOG).

To build on this foundation, the city engaged The Executive Learning Lab (TELL) following a national solicitation to conduct a comprehensive assessment of JEDI needs and to develop a five-year strategic plan with accompanying accountability metrics. That assessment – combining policy review, data analysis, stakeholder interviews, and best-practices research with collaborative engagement through focus groups, community forums, employee surveys, and advisory committees – has now been completed and forms the basis of the JEDI Strategic Plan and One-Year Roadmap presented for adoption.

The City of Rockville is committed to building a government that works fairly and fully for everyone. The JEDI Strategic Plan and One-Year Roadmap translate that commitment into a shared direction for action, moving values into practice embedded across the organization. Organized through the Office of the City Manager, the plan reflects input from staff, residents, community partners, Equity Champions, and the Mayor and Council.

Rockville is not starting from scratch. The City already has equity-related policies, resolutions, programs, and tools in place, including the 3E's Impact Statement, the Budget Equity Toolkit, Resolution 10-21, Title VI commitments, and a range of housing, youth, accessibility, and community programs. This plan provides a structure for connecting those efforts, addressing areas needing growth, and helping departments move in a common direction.

The JEDI original mission is Equitable Outcomes for All. This does not mean guaranteeing identical outcomes; it means working to ensure that residents and employees have fair access to opportunities, services, participation, and respectful treatment.

What Rockville Heard

The plan was informed by multiple sources of quantitative and qualitative evidence: a citywide staff survey conducted March 16 through April 21, 2026 (completed by 210 employees across all 13 departments, a 38.3% response rate); 11 internal staff focus groups; 10 community listening sessions; five supplemental community sessions; monthly Equity Champions meetings; and feedback from the Mayor and Council.

The findings revealed meaningful strengths alongside areas requiring focused action:

- 81% of staff reported feeing valued and respected by colleagues regardless of identity
- 75% rated hiring and workforce diversity as the highest-performing JEDI program area
- 74% of staff believed city programs effectively serve diverse communities
- 36% of staff reported their department uses data to identify and address disparities
- 34% rated JEDI training positively
- 38% of staff believed residents are aware of the city’s JEDI efforts
- 25% of employees reported personally experiencing or witnessing discrimination, bias or harassment in the prior year
- 36% of employees reported experiencing or witnessing microaggressions

Community participants described similar gaps in access and visibility, raising concerns about outreach that primarily reaches residents who are already civically connected, as well as barriers related to language access, disability access, transportation, geographic equity, service navigation, trust, and representation.

Taken together, the findings point to a central challenge: Rockville has demonstrated a commitment to justice, equity, diversity, and inclusion, but that commitment is not yet consistently visible, measurable, or accessible in everyday practice.

Seven Strategic Priorities

The plan responds to these findings through seven connected strategic priorities:

1. Build Shared Understanding and Practical JEDI Capacity – establish plain-language definitions, role-specific learning, and practical tools for staff.

2. Strengthen Inclusive Service Delivery and Language Access – standardize and ensure cross-organizational awareness of interpretation, translation, multilingual communication, and staff guidance.
3. Advance Accessibility, Disability Inclusion, and Inclusive Design – strengthen physical, digital, sensory, communication, and procedural access.
4. Deepen Community Engagement and Reach Underrepresented Voices – expand trusted messenger relationships, geographic inclusion, and continued outreach.
5. Embed Equity in Policies, Programs, Budgets, and Decisions – apply existing equity tools more consistently across departments.
6. Build Data, Accountability, and Governance for Implementation – establish clear goals, consistent measures, shared oversight, and public reporting.
7. Strengthen JEDI Infrastructure, Capacity, and Communication – formalize shared ownership, strengthen the Equity Champions structure, and improve internal and public communication.

These priorities are designed to work together: training supports better service delivery, community engagement improves program design, data strengthens accountability, and clear governance helps the city sustain progress across departments and over time.

Year 1 Action (August 2026 – June 2027)
Year 1 is not designed to complete this work; it is designed to lay the foundation for the rest of the five-year plan. Implementation moves through five phases: Preparation and Readiness (August 2026); Launch and Awareness (September 2026); Early Implementation and Pilots (October–December 2026); Expansion and Refinement (January–March 2027); and Progress Review and Year 2 Planning (April–June 2027).

Concrete Year 1 actions include developing a plain-language JEDI orientation for all staff, conducting a language access review and staff guide, reviewing City communications for accessibility, building a trusted messenger network to reach underrepresented residents, aligning existing equity tools such as the Budget Equity Toolkit, standing up a JEDI governance structure, and formalizing the Equity Champions role. Each action has a named lead office, key partners, and evidence of progress that the city can track and report.

How Progress Will Be Measured
Accountability under this plan is a public commitment, not an internal management exercise. The city will follow an annual cycle of plan, implement, track, report, listen, and adjust, using six types of indicators: whether the work was completed, who was reached, whether access improved, how people experienced it, whether gaps narrowed over time, and what the city learned and changed as a result.

Rockville will publish an annual public progress report each spring, written in plain language, available in accessible formats, and directly connected to the seven strategic priorities, with the first report released by June 2027. The city will also conduct periodic staff and community pulse checks at the end of Year 1, Year 3, and Year 5 to understand how implementation is actually being experienced, not just what was completed on paper. Residents, staff, and the Mayor and Council should always be able to answer three questions: What did the city commit to? What has been done? What is happening next?

This plan carries through 2030. Year 1 builds shared language, structure, and early tools. Years 2 and 3 deepen and expand that work across every department and into more communities. Years 4 and 5 sustain and institutionalize what has been built, so JEDI practice does not depend on any single office, leader, or budget cycle to survive. Each year closes with honest public reporting on what worked, what did not, and what the city is changing in response.

Impact Statements

Equity

The JEDI Strategic Plan responds to citywide staff and community input identifying gaps in language access, disability access, outreach equity, and data-driven decision-making. Year 1 actions establish the foundation for addressing those gaps through clear and specific steps with formal JEDI governance and with progress tracked annually across completion, reach, access, experience, disparity reduction, and learning, and reported publicly each spring beginning June 2027 to ensure transparency and accountability.

Environment

The JEDI Strategic Plan intersects with environmental justice through its geographic equity and transportation access priorities within Priority 4: Deepen Community Engagement and Reach Underrepresented Voices, which aim to ensure that residents in neighborhoods farthest from City services and outreach networks are included in city communication, engagement, and decision-making.

Economy

Consistent application of the Budget Equity Toolkit under Priority 5 will shape how City program and budget resources are allocated across departments and communities.
Additionally, continued focus on workforce diversity within the priorities has direct implications for equitable access to City employment. The planned trusted messenger network under Priority 4 will involve partnerships with community-based organizations and might impact local funding relationships as that outreach infrastructure is developed.

Mayor and Council History

The JEDI Strategic Plan was presented to Mayor and Council on March 2, 2026, and on June 1, 2026, through work sessions.

Public Notification and Engagement

An extensive engagement process was completed that included a citywide staff survey, 11 staff focus groups, 10 community listening sessions and interviews with Mayor and Council. Public notification through the Engage Rockville: JEDI Strategic Plan site as well as through printed materials shared throughout the community in buildings and at public events.

Next Steps

Implementation of the JEDI Strategic Plan through actions outlined in the Year One Roadmap include initial steps including launch of the comprehensive communication plan to introduce the Strategic Plan publicly to staff, residents and community partners.

Attachments

Attachment 1- JEDI Strategic Plan and One-Year Roadmap – Executive Summary, Attachment 2- JEDI Strategic Plan and One-Year Roadmap, Attachment 3 7 27 2026 PRESENTATION DECK JEDI to Mayor and Council

Executive Summary

Purpose and Direction

The City of Rockville is committed to building a government that works fairly and fully for everyone. The JEDI Strategic Plan and One-Year Roadmap translate that commitment into a shared direction for action. Organized through the Office of the City Manager, the plan reflects input from City staff, residents, community partners, Equity Champions, and the Mayor and Council.

Rockville is not starting from scratch. The City already has equity-related policies, resolutions, programs, and tools, including the 3E's Impact Statement, Budget Equity Toolkit, Resolution 10-21, Title VI commitments, and a range of housing, youth, accessibility, and community programs. This plan provides a structure for connecting those efforts, addressing gaps, and helping departments move in a common direction.

The City's JEDI mission is **Equitable Outcomes for All**. This does not mean guaranteeing identical outcomes. It means working to ensure that residents and employees have fair access to opportunities, services, participation, and respectful treatment.

What Rockville Heard and How the City Will Respond

The plan was informed by multiple sources of quantitative and qualitative evidence. A citywide staff survey conducted from March 16 through April 21, 2026, was completed by 210 employees across all 13 departments, representing a 38.3% response rate. Additional engagement included 11 internal employee listening sessions, 10 external community listening sessions, monthly Equity Champions meetings, and feedback from the Mayor and Council.

The findings revealed meaningful strengths. Eighty-one percent of staff reported feeling valued and respected by colleagues regardless of identity, and hiring and workforce diversity were the highest-rated JEDI program areas at 75%.

The findings also identified areas requiring focused action. JEDI training was rated positively by 34% of staff, while 36% reported that their department uses data to identify and address disparities. Although 74% of staff believed City programs effectively serve diverse communities, only 38% believed residents were aware of the City's JEDI efforts. Twenty-five percent of employees reported personally experiencing or witnessing discrimination, bias, or harassment in the prior year, and 36% reported experiencing or witnessing microaggressions.

Community participants described similar gaps in access and visibility. They raised concerns about outreach that primarily reaches residents who are already civically connected, as well as

barriers related to language access, disability access, transportation, geographic equity, service navigation, trust, and representation.

Taken together, the findings point to a central challenge. Rockville has demonstrated a commitment to justice, equity, diversity, and inclusion, but that commitment is not yet consistently visible, measurable, or accessible in everyday practice.

The plan responds through seven connected strategic priorities:

- **Build Shared Understanding and Practical JEDI Capacity:** Establish plain-language definitions, role-specific learning, and practical tools for staff.
- **Strengthen Inclusive Service Delivery and Language Access:** Improve interpretation, translation, multilingual communication, and staff guidance.
- **Advance Accessibility, Disability Inclusion, and Inclusive Design:** Strengthen physical, digital, sensory, communication, and procedural access.
- **Deepen Community Engagement and Reach Underrepresented Voices:** Expand trusted messenger relationships, geographic inclusion, and continued outreach.
- **Embed Equity in Policies, Programs, Budgets, and Decisions:** Apply existing equity tools more consistently across departments.
- **Build Data, Accountability, and Governance for Implementation:** Establish clear goals, consistent measures, shared oversight, and public reporting.
- **Strengthen JEDI Infrastructure, Capacity, and Communication:** Formalize shared ownership, strengthen the Equity Champions structure, and improve internal and public communication.

These priorities are designed to work together. Training supports better service delivery. Community engagement improves program design. Data strengthens accountability. Clear governance helps the City sustain progress across departments and over time.

Year 1 Action

Year 1 (August 2026 through June 2027) is not designed to complete this work. It is designed to lay the foundation for the rest of the five-year plan. Implementation moves through five phases: Preparation and Readiness (July 2026), Launch and Awareness (August–September 2026), Early Implementation and Pilots (October–December 2026), Expansion and Refinement (January–March 2027), and Progress Review and Year 2 Planning (April–June 2027).

Concrete Year 1 actions include developing a plain-language JEDI orientation for all staff, conducting a language access review and staff guide, reviewing City communications for accessibility, building a trusted messenger network to reach underrepresented residents, aligning existing equity tools like the 3E's and Budget Equity Toolkit, standing up a JEDI governance structure, and formalizing the Equity Champions role. Each action has a named lead office, key partners, and evidence of progress that the City can track and report.

How Progress Will Be Measured

Accountability in this plan is a public commitment, not an internal management exercise. The City will follow an annual cycle: **plan, implement, track, report, listen, and adjust.** Progress will be measured using six types of indicators: whether the work was completed, who was reached, whether access improved, how people experienced it, whether gaps narrowed over time, and what the City learned and changed as a result.

Rockville will publish an annual public progress report each spring, written in plain language, available in accessible formats, and directly connected to the seven strategic priorities. The first will be released by June 2027. The City will also conduct periodic staff and community pulse checks at the end of Year 1, Year 3, and Year 5 to understand how implementation is actually being experienced, not just what was completed on paper. Residents, staff, and Mayor and Council should always be able to answer three questions: **What did the City commit to? What has been done? What is happening next?**

The plan is both a roadmap and a commitment to continued learning. This plan carries through 2030. Year 1 builds shared language, structure, and early tools. Years 2 and 3 deepen and expand that work across every department and into more communities. Years 4 and 5 sustain and institutionalize what has been built, so JEDI practice does not depend on any single office, leader, or budget cycle to survive. Each year closes with honest public reporting on what worked, what did not, and what the City is changing in response.

JEDI Strategic Plan and One-Year Roadmap

Justice, Equity, Diversity, and Inclusion in Practice

Prepared for:

City of Rockville

City of Rockville, Office of the City Manager

Prepared by:

THE EXECUTIVE LEARNING LAB

June 22, 2026

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I. Introduction

The City of Rockville, Maryland, is committed to building a city government that works fairly and fully for everyone. That commitment means looking honestly at how City services, policies, internal culture, and everyday decisions affect residents and staff. It means identifying where barriers exist and working to remove them. And it means moving from a statement of values into daily practice, so that justice, equity, diversity, and inclusion are visible in how the City operates, not only in what it says.

The City of Rockville Justice, Equity, Diversity and Inclusion (JEDI) Strategic Plan and One-Year Roadmap was developed through the Office of the City Manager. This plan and roadmap bring together what the City heard from staff, residents, community partners, Equity Champions, and Mayor and Council. It organizes that input into a shared direction for action. This plan also builds on work already underway. Rockville has established a JEDI mission centered on equitable outcomes for all and has begun developing shared language, internal tools, policies, and practices to help departments apply equity more consistently. That foundation matters. The purpose of this plan is to move from foundation to focus, and from focus to implementation.

This is not a plan for one office to carry alone. JEDI work belongs in how departments communicate, how services are delivered, how policies are reviewed, how staff are supported, how residents are engaged, and how progress is measured. The plan is a guide for action and a public commitment to accountability.

1. What Is the JEDI Strategic Plan?

The JEDI Strategic Plan is a **guide for action**. It describes what the City heard through the planning process and uses that input to identify the priorities, practices, and systems needed to strengthen justice, equity, diversity, and inclusion across City government.

The plan is organized to move from listening to action. The plan begins by explaining the planning process and summarizes what was heard from staff, residents, community partners, Equity Champions, and Mayor and Council. The second part translates that input into strategic priorities and a one-year roadmap, including actions, responsible parties, timelines, and measures of progress.

The One-Year Roadmap is especially important. It is designed to make the first year of implementation clear and trackable, so the plan does not sit on a shelf. It gives the City a practical starting point for action while also creating a structure for learning, adjustment, and accountability over time.

2. What Does JEDI Mean in Rockville?

JEDI stands for Justice, Equity, Diversity, and Inclusion. In Rockville, these words describe a way of working that is fair, accessible, respectful, and accountable to the people the City serves and the people who work here.

- **Justice** means looking honestly at inequities, harms, and unequal treatment that have resulted from past and current differences in power, resources, opportunity, and privilege. It means being willing to name what needs to change and taking steps toward fairness and accountability.
- **Equity** means meeting people and communities where they are. It recognizes that people do not all begin from the same place, and that different people may need different kinds of support, access, or resources to participate fully in community life.
- **Diversity** means recognizing the many identities, backgrounds, roles, languages, cultures, experiences, and perspectives that make up Rockville. This includes, but is not limited to, race, ethnicity, class, gender, sexual orientation, age, country of origin, disability, culture, political identity, religion, veteran status, socioeconomic status, learning style, personality, and life experience.
- **Inclusion** means creating the conditions for belonging and participation. It asks who is present, who is welcomed, whose voices are shaping decisions, and whose voices may still be missing. Inclusion is not just inviting people into a room. It is making sure people can participate with dignity once they are there.

JEDI in Plain Language

JEDI means that the City of Rockville works to ensure every person is treated with fairness and dignity, including the people who live, work, visit, and serve here. Internally, it means building a workplace where all staff know that they belong and have fair access to opportunity, support, communication, and accountability. Externally, it means reducing barriers that keep residents from accessing services, participating in City life, or being treated with respect when they interact with City government. JEDI supports the City in learning from past and present harms and reviewing and modifying the policies, practices, and everyday decisions that shape people's experiences. It means that where someone comes from, what language they speak, whether they have a disability, their income, age, religion, background, or identity should not determine whether they are heard, supported, or treated with dignity.

3. Whose Plan Is This?

This is a Citywide plan. The Office of the City Manager guides and coordinates the work, but implementation will require shared responsibility across departments, leadership teams, staff roles, and both internal and public-facing services. The plan was informed by City staff across a range of roles, including frontline employees, programming staff, police personnel, administrative support staff, supervisors, managers, and executive leadership. The plan was informed by residents and community partners who participated in listening sessions and shared concerns about access, communication, disability inclusion, language barriers, housing, transportation, civic participation, and community trust. Supplemental sessions also brought in perspectives from faith-based and community service organizations, business and civic leaders, grant recipients, and a special interest group that included disability, inclusive housing, tenant advocacy, and civic volunteer perspectives.

The plan was shaped by the JEDI Equity Champions, who met monthly from February through July as part of the planning process. Their work helped strengthen shared language, clarify how JEDI connects to daily City operations, and surface practical questions about staff learning, community engagement, policy review, accessibility, and implementation. A later Equity Champions working session in June further refined plain-language framing and clarified the role Champions can play as connectors, messengers, listeners, and practical problem-solvers.

Rockville's Mayor and Council provided direction at a key point in the planning process. Their feedback reinforced the importance of reaching underrepresented voices, ensuring geographic inclusion, building in data and accountability, strengthening disability and accessibility commitments, and not rushing the plan in ways that would undermine quality or community trust.

This plan is informed by community voices and will remain accountable to the public. Residents and community partners will be able to read it, understand what the City said it would do, and see how progress will be tracked.

> **Who This Plan Belongs To**
>
> This plan belongs to Rockville. It belongs to residents who want City services to be accessible and fair. It belongs to staff who carry out the work every day. It belongs to departments, leaders, boards and commissions, community partners, Mayor and Council, and the Office of the City Manager. Most importantly, it belongs to the people who will experience whether the City's commitments become visible in practice.

4. Why This Plan, Why Now?

Rockville is one of the most diverse communities in the Washington metropolitan region.[1] Residents bring different languages, cultures, faith traditions, abilities, income and education levels, housing experiences, immigration histories, and relationships with government. That diversity is one of Rockville's strengths.

Diversity by itself does not guarantee equity or inclusion. A diverse city still needs systems that help people access services, participate in civic life, communicate across differences, and trust that the City government will treat them fairly. The same commitment to equity in public service must also take root inside City government itself, in how it recruits, trains, supports, and advances the people who deliver those services.

The staff survey conducted from March 16 to April 21, 2026, provides one important picture of the internal work ahead. The survey was completed by 210 City employees across all 13 departments, representing a 38.3% overall response rate. The findings showed areas of strength, including staff respect among colleagues and positive ratings for hiring and workforce diversity. They also showed gaps, including JEDI training, data use, resident awareness of JEDI efforts, leadership accountability, and different workplace experiences across race, gender, and role level.

The survey also found that 25% of employees reported personally experiencing or witnessing discrimination, bias, or harassment in the past year, and 36% reported personally experiencing or witnessing microaggressions. Microaggressions are often unintentional actions or comments that make individuals feel belittled or that they do not belong. These findings point to the need for stronger training, clearer reporting pathways, better supervisor support, and a workplace culture where staff can raise concerns and be heard.

To complement the survey findings, the City also held 11 employee listening sessions to give staff an additional opportunity to share their experiences and perspectives directly. Community input points to related needs outside the organization. Participants described concerns about language access, disability access, transportation barriers, digital accessibility, geographic inequity, trust in government, and the difficulty of reaching residents who are not already connected to City communications or civic networks. Supplemental listening sessions also raised concerns about faith-inclusive scheduling, outreach through trusted messengers, renter voice, accessible communications, and the impact of the current immigration enforcement climate on community participation.

The City has existing commitments that point toward this work. Resolution 10-21, titled "Endorse and Commit to the Establishment of Government Policies and Practices that Promote Racial and Ethnic Equity and Social Justice," established a formal JEDI-related policy direction for the City. Rockville also has resolutions, ordinances, policies, and programs and practices that support equity, access, and inclusion including Resolutions 12-21, 16-23 and 17-23 as well as Rockville City Code Chapter 11, Section 11-3.

[1] Evolution Finance, Inc. (dba WalletHub)

This plan brings those commitments into clearer alignment. It connects existing policies and programs to a broader implementation structure, while also responding to what staff, residents, community partners, Equity Champions, and Mayor and Council said is still needed.

Mayor and Council asked for a plan that is concrete, measurable, inclusive of underrepresented voices, and connected to accountability. Equity Champions emphasized that JEDI should not be an add-on program. Staff asked for clarity, tools, measures that allow equity to be tracked for multiple populations, and leadership support. Community participants asked for better access, stronger communication, and deeper engagement.

This plan is the City's next step.

5. How This Plan Was Developed

The Rockville JEDI Strategic Plan was developed through a structured engagement process that gathered input from staff, community, leadership, and elected officials. The process included quantitative survey data, qualitative staff focus groups, community listening sessions, supplemental outreach, monthly JEDI/Equity Champions meetings, and feedback from the Mayor and Council.

Engagement Activity	Description	When
JEDI/Equity Champions Meetings	Monthly meetings with City staff serving as JEDI/Equity Champions. These meetings helped build shared understanding, gather department-level perspectives, and prepare Champions to support communication, implementation, and feedback across the organization.	February through June 2026
Staff Survey	A citywide survey administered to all City staff, fielded from March 16 to April 21, 2026. Completed by 210 City employees across all 13 departments, representing a 38.3% overall response rate. Assessed JEDI program efforts, leadership readiness, and employee inclusion and belonging.	March 16 to April 21, 2026
Staff Focus Groups	Seven internal focus groups were conducted in April 2026 with frontline staff, programming staff, police, executive leadership, supervisors, administrative support, and the Executive Leadership Team. Two supplemental sessions were held on June 3, 2026, with Community Planning and Development Services and Housing and Community Development staff and two with Legal and City Manager's Office. Eleven sessions in total.	April 6 and 7, 2026; June 3, 2026 (supplemental)
Community Listening Sessions	Six external listening sessions held in April 2026 with community-based organizations, faith-based service providers, housing and economic development partners, education and youth advocates, seniors and disability community representatives, business and civic leaders, and small business owners. Three individual Mayor and Council interviews were also conducted. As documented in the Community Listening Report, most sessions were under-attended relative to targets; additional outreach was recommended.	April 14 to 22, 2026

Engagement Activity	Description	When
Mayor and Council Feedback	A structured feedback session with Rockville's Mayor and City Council, providing direction on scope, outreach priorities, accountability structures, data expectations, and plan design. Feedback emphasized broader outreach, underrepresented voices, geographic inclusion, disability and accessibility, and the importance of not rushing the process.	March 2 and June 1, 2026
Supplemental Community Listening Sessions	Four supplemental external listening sessions were conducted to deepen engagement with faith-based organizations, business and civic leaders, residents with experience in disability, housing, tenant advocacy, and community service, and young people involved in Rockville's Youth Commission and civic activities.	June 10, 11, and July 7, 2026

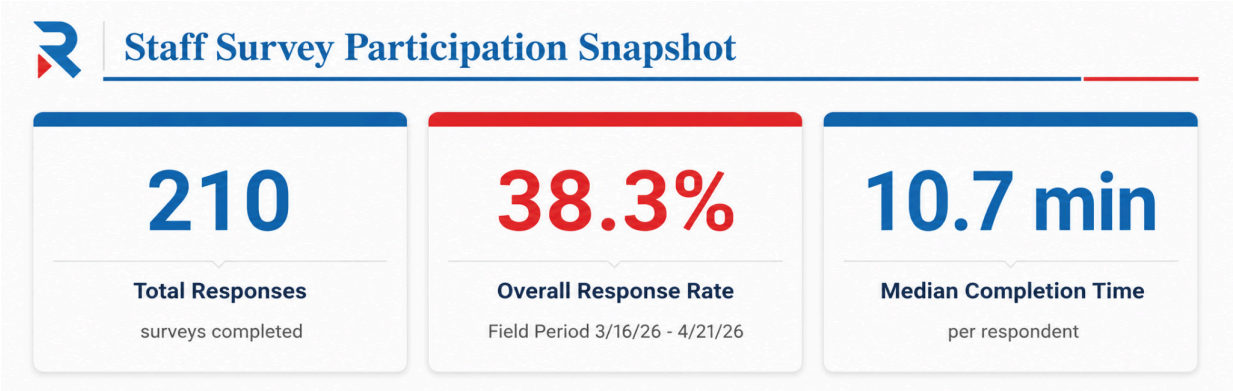


Figure 1. Staff Survey Participation Snapshot

II. Rockville Context & Commitments

The City of Rockville's commitment to justice, equity, diversity, and inclusion did not begin with this plan. Over many years, the City has passed resolutions, adopted policies, developed programs, built tools, and created structures intended to make City government more equitable, accessible, and accountable to residents. This strategic plan does not start from scratch. It builds on that foundation.

At the same time, the engagement process that produced this plan made clear that having policies and programs in place is not the same as making those commitments visible in daily practice. Staff described JEDI as work that happens in some places, but is not yet consistently embedded across the organization. Community members described barriers that persist even when services exist. The JEDI Strategic Plan is the City's opportunity to connect, align, and strengthen what is already underway, so that equitable outcomes are not dependent on individual effort or departmental chance.

This section describes the context that grounds the plan: the City's JEDI mission and vision, the shared language the City has already developed, the policies and programs already in place, and

what the planning process revealed about the gap between commitment and implementation. Together, these elements show why this plan is needed and why Rockville is ready to move from intention to alignment.

1. A City Mission Centered on Equitable Outcomes

City-prepared materials describe the JEDI mission for Rockville as **"Equitable Outcomes for All**." That mission describes JEDI as an engine for change within Rockville City Government, helping move a diverse community in a common direction while building the momentum needed to reach equitable outcomes.

The mission is not only aspirational language. It defines active functions for the City's JEDI work across the organization. These include communicating about justice, equity, diversity, and inclusion across departments and management levels, and cultivating and sharing the information, skills, and tools that help staff operationalize equity in their daily work.

The mission also calls for analyzing and assessing new and existing policies, programs, and procedures through an equity lens and advancing change where gaps are found. It includes championing equity and social justice, celebrating progress when it occurs, and interrogating how discriminatory structures and practices can become normalized over time. These are not side responsibilities. They describe the core work of JEDI implementation.

The City's JEDI vision builds on that mission. City-prepared materials describe a Rockville where people at various intersections can fully and responsibly participate in and contribute to the community's social, educational, economic, political, and cultural life without fear. That is the destination. This strategic plan is one tool for helping the City move toward it.

> **The JEDI Mission for Rockville**
>
> City-prepared materials describe Rockville's JEDI mission as **Equitable Outcomes for All.** JEDI is intended to serve as an engine for change within City government, moving people in a common direction and building the momentum needed to arrive at equitable outcomes. The strategic plan provides a structure for helping the City live up to that mission.

2. Existing Policies, Tools, and Programs

Existing Foundation Area	What It Covers	Key Examples
Equity in Decision-Making & Governance	Tools that require an equity lens on City decisions and resource allocation	3E's Three-Part Impact Statement (City Manager's Office); Finance Department's Budget Equity Toolkit; Resolution 10-21 (foundational JEDI policy commitment)
Civil Rights, Human Rights & Accessibility	Legal and civic commitments to nondiscrimination and inclusion	Title VI Resolution 09-22; Ordinance 14-18 (Human Rights); Ordinance 08-17 (Fostering Community Trust); Resolution 09A-22 (gender-inclusive restrooms); Resolutions 12-21, 16-23, 17-23 (anti-hate/anti-bias); PPP #30-00 (discrimination/harassment); PPP #35-00, #35-10 (disability accommodation)
Housing, Youth & Community Programs	Income- and eligibility-based programs expanding access for residents facing economic barriers	Moderately Priced Dwelling Unit (Rental & Homeownership) Programs; Single-Family Rehabilitation Program; Rockville Homeownership Assistance; ROCK-KIDZ Mentoring; Latino Youth Development Program; Linkages to Learning; Recreation Financial Assistance; Safe Waters Scholarship (ASD-inclusive swim); Homeowners Tax Credit; Bank On Rockville; Parks Strategic Plan equity assessment; Code Enforcement and Landlord-Tenant Affairs
Public Safety, Community Trust & Inclusive Response	Conduct standards and training for equitable, respectful policing	General Order 05-27 (Impartial Policing); GO 5-22 (Discrimination/Harassment); GO 4-59 (Disability Interactions); GO 5-25 (Mental Illness Response); GOs 5-30/5-34 (Officer Wellness); state-mandated Cultural & Gender Diversity, Hate Crimes/IDD, and annual Implicit Bias training; Community Engagement Unit
Standardized Demographic Data	Consistent data collection to support civil rights compliance and cross-department comparison	Citywide guidance establishing minimum race, ethnicity, and gender categories; self-identification requirement (no visual observation); City Manager's Office approval required for variation; CPDS Planning equity story map and related GIS resources
Inclusive Procurement & Economic Opportunity	Expanding City contracting access for underrepresented business owners	Minority, Female, Disabled, or Veteran-Owned Business Outreach Program
Climate Action Plan low/ moderate-income supports	Consistent data collection to support civil rights compliance and cross-department comparison	Climate Action Plan, Electric Vehicle Readiness plans prioritized equity in implementation, Chesapeake Bay Trust partnership which expanded RainScapes Rebates to nonprofits and multifamily properties; Flood Mitigation Assistance Program; Community environmental engagement; Grant-funded curbside public EV charging stations near multi-family buildings (expected 2027)

3. Limitations and Continued Listening

This plan was built from a deliberate process, and it is important to be honest about where that process has limits. The planning process drew from multiple sources and reached staff across departments and roles, as well as residents, community partners, Equity Champions, and Mayor and Council. However, the engagement was not fully representative of Rockville's population. Naming these limitations makes clear how the findings should be interpreted and where continued outreach is needed. Several community listening sessions had lower attendance than intended, with some sessions drawing only two participants from a target of 10 to 12. Many participants were already-connected, long-term residents with relatively high levels of civic engagement. As a result, the community findings provide important insight, but they should be understood as a partial view rather than a comprehensive picture of resident experience.

Populations that were underrepresented or not consistently reached include lower-income residents, recent immigrants, residents who primarily speak languages other than English, unhoused or temporarily housed residents, renters in multifamily communities, younger residents, people outside established civic and service networks, and people with a broader range of disabilities. The planning process identified important accessibility concerns, but it was not designed to serve as a comprehensive disability assessment. Additional research and direct engagement will be needed to understand the full range of physical, digital, sensory, communication, cognitive, and non-apparent disability experiences.

Additionally, staff survey subgroup findings should also be interpreted carefully when the number of respondents within a group is small. Differences were identified where statistically significant at the 90% confidence level, but some subgroup findings may not represent the experiences of all employees within that population or across every department.

These limitations do not prevent the City from acting on consistent findings that appeared across multiple sources. They do require the City to continue listening, test assumptions, and adjust implementation as additional voices and evidence emerge. Continued outreach, trusted messenger relationships, staff and community pulse checks, and public reporting are therefore part of the plan's accountability structure.

> **A Commitment to Continued Listening**
>
> The engagement that produced this plan was extensive, but it was not complete. The City heard from many voices. It did not hear from all of them. Residents with the greatest barriers to participation are often the same people who most need equitable outcomes. The JEDI Strategic Plan commits to continued outreach, feedback, and course correction as part of its accountability structure.

III. What We Heard

This section presents the major themes that emerged from the JEDI planning process. It draws on the citywide staff survey, nine internal staff focus groups, six external community listening sessions, four supplemental community listening sessions, Equity Champions working sessions, Mayor and Council feedback, and prior City materials. Each source type contributed something different, and this section keeps those contributions distinct.

No single source tells the complete story. The staff survey shows scale and breadth. Focus groups show depth and texture. Community listening sessions capture resident and community partner perspectives. Equity Champions bring organizational knowledge and implementation experience. Mayor and Council provide governance direction. Prior City documents show what has already been built and where gaps remain.

Some themes appeared across multiple sources. When the same issue surfaces in survey data, staff conversations, community listening, and elected official feedback, it becomes an important signal about where the City may need to focus. Together, these recurring themes provide the evidence base for the strategic priorities that follow. Additionally, the findings in this section are not just categories of feedback. They describe how people experience the City in daily life: a frontline employee trying to understand what JEDI means in a community-based role, a resident with a disability trying to read a City email with a screen reader, a faith leader wondering whether their community was reached, or a resident on the east side of Rockville questioning whether their neighborhood is seen. The data show patterns. The voices explain why those patterns matter.

1. Key Themes at a Glance

The following themes emerged across multiple sources during the planning process. Each is described briefly here and developed in the subsections that follow.

Theme	What It Means
JEDI needs to move from values to daily practice.	Staff and community members recognize the City's stated commitment to JEDI, but describe it as inconsistently visible in everyday decisions, supervision, services, and communication.
Staff need clearer guidance, tools, and role-specific training regarding JEDI practice.	Some staff do not yet know what JEDI looks like in their specific roles. Training exists but is widely described as insufficient, generic, and not connected to daily work.
Language access and communication are recurring equity issues.	Inconsistent awareness and use of multilingual services by staff, including language line access, translation of materials, and in-language outreach, can affect staff ability to serve residents and residents' ability to access services.
Disability access and accessibility need to be understood more broadly.	Participants raised physical, digital, sensory, and non-apparent disability access as concerns across facilities, communications, events, City services, and civic participation. Given the limited questions and reach in the

Theme	What It Means
	disability community, this theme pointed to key issues that need further exploration.
Community engagement needs to reach residents beyond established networks.	Current outreach consistently reaches the same, already-connected residents. People who face the most significant barriers are the least likely to participate in standard City engagement activities.
Data, measurement, and accountability need to be more visible and consistent.	Staff, community members, and elected officials described difficulty knowing whether JEDI efforts are producing results. Goals, metrics, and progress reporting are not yet systematically available.
City services and programs exist for all, but some residents do not always know how to find them.	Across community listening, staff input, and other planning sources, a consistent pattern emerged: programs are available, but awareness and navigation remain barriers for many residents, especially those outside established civic networks
JEDI work needs clearer governance, ownership, and follow-through.	Staff described JEDI as something that happens in pockets. Leaders described competing priorities and unclear expectations. Without defined authority, coordination, and accountability, implementation remains uneven.

2. What the Staff Survey Showed

The citywide staff survey, fielded from March 16 to April 21, 2026, was completed by 210 City employees across all 13 departments, representing an overall response rate of 38.3%. It assessed four areas: JEDI program efforts and communication, perceptions of effectiveness and community impact, leadership readiness and confidence, and employee inclusion and belonging. Findings were analyzed overall and by department, role level, race and ethnicity, gender, age, and tenure.

Department JEDI Efforts

Statement / Item	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree	Unsure	Combined Agree
Hiring and retaining diverse staff	36%	39%	14%	4%	3%	4%	**75%**
Providing language translation and interpretation services	29%	32%	20%	4%	3%	11%	**61%**
Providing accommodations for visible and invisible disabilities	28%	33%	20%	4%	1%	13%	**61%**
Engaging with diverse communities to understand and address their needs	27%	34%	20%	4%	1%	13%	**60%**
Using data to identify and address disparities in service delivery	14%	22%	32%	7%	3%	22%	**36%**
Offering training on JEDI topics	14%	20%	33%	15%	4%	15%	**34%**

Figure 2. Citywide JEDI Program Effort Ratings

Strengths the Survey Identified

Hiring and workforce diversity was the highest-rated JEDI program area, with 75% of respondents rating it positively. Staff widely recognized the existence of the JEDI office and the accessibility of the JEDI Director as a meaningful signal of organizational commitment. Equity impact statements embedded in budget and policy review were also noted as a concrete structural mechanism.

Among leaders surveyed, confidence was high in some areas. Ninety-eight percent reported confidence in their ability to create inclusive team environments, and 82% reported feeling supported by City leadership in advancing JEDI priorities. Interpersonal respect was also a consistent strength, with 81% of employees reporting that they felt valued and respected by colleagues regardless of identity.

Gaps the Survey Identified

JEDI training was the lowest-rated program area at 34%, with 15% of respondents unsure whether training was offered in their department. Using data to identify and address disparities in service delivery was the second-lowest-rated area at 36%, and had the highest uncertainty rate of any survey measure at 22%. These findings suggest that many staff lack visibility into whether and how their departments use equity data.

External communication and resident awareness also showed a gap. Internal JEDI communication was rated at 62%, while external JEDI communication was rated at 46%. In addition, while 74% of employees believed City programs and services effectively address the needs of diverse communities, only 38% believed residents were aware of the City's JEDI efforts. This 36-point gap between perceived program effectiveness and resident awareness is one of the survey's most actionable findings.

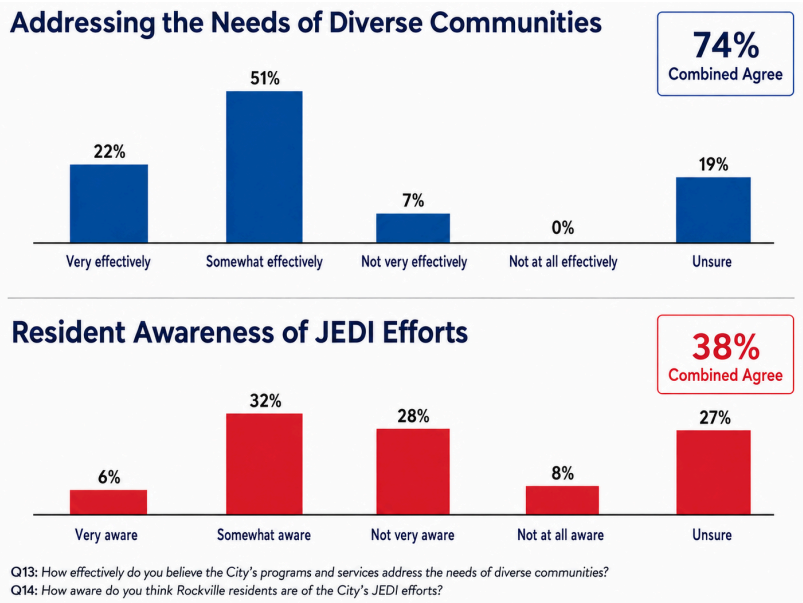


Figure 3. Program Effectiveness and Resident Awareness Gap

Among leaders, accountability was the lowest-rated dimension. Sixty-nine percent reported confidence in holding others accountable for JEDI standards. Nearly one in three leaders, 31%, reported rarely or never discussing JEDI with their teams. Across survey findings, the absence of defined goals, operational guidance, and accountability structures emerged as a recurring barrier to progress.

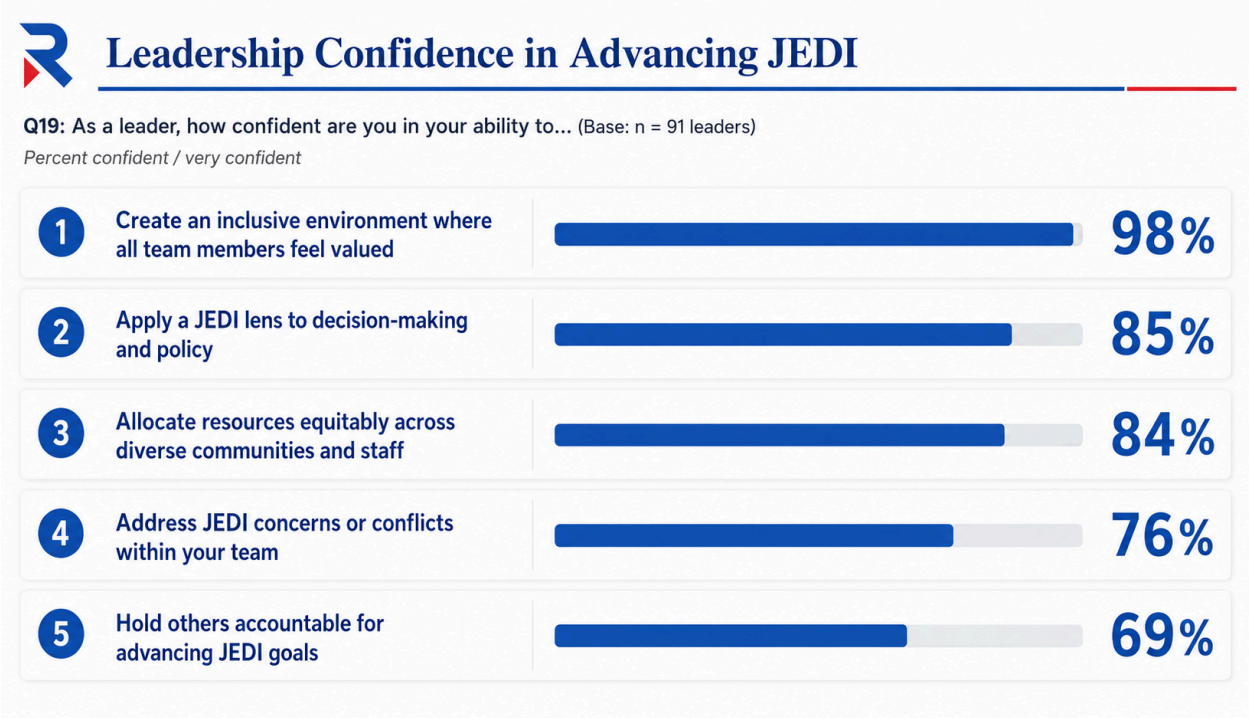
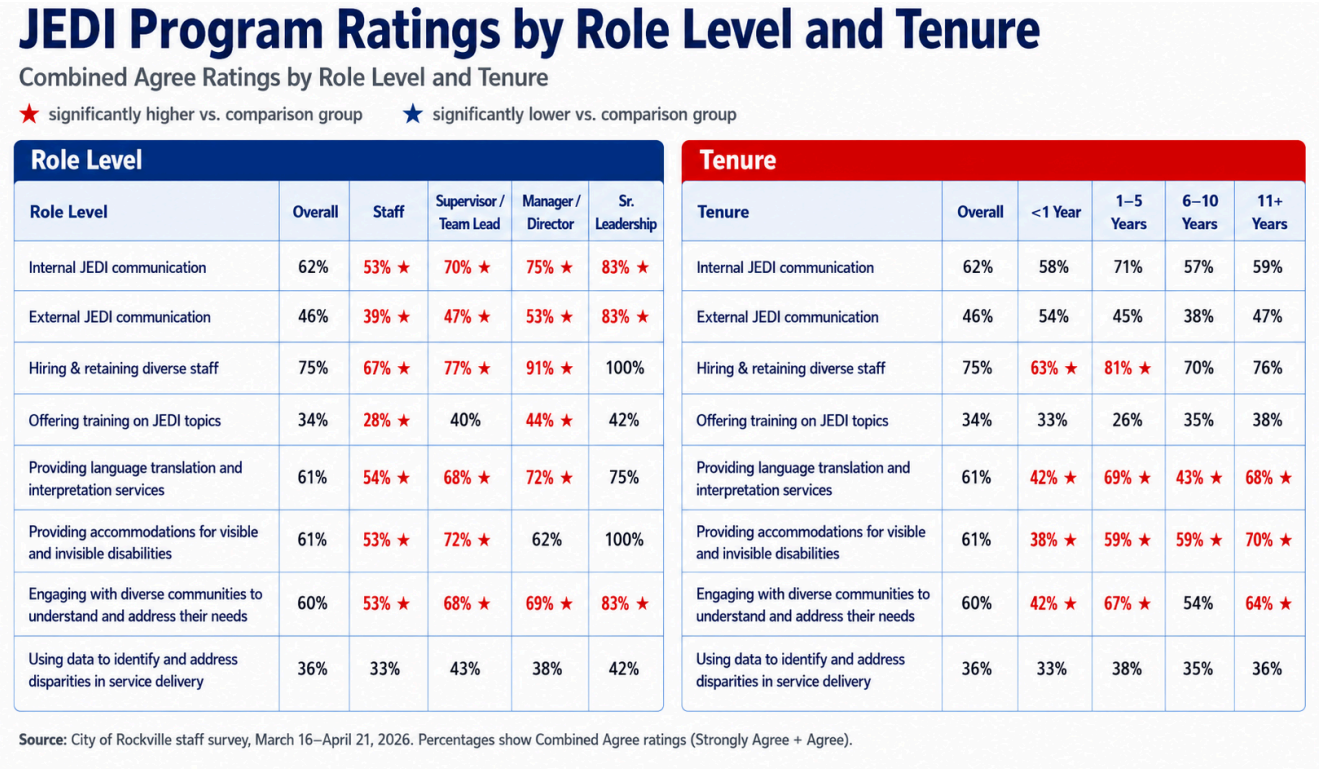


Figure 4. Leadership Confidence in Advancing JEDI

Equity Findings Within the Survey

Workplace experiences were not consistent across the workforce. Twenty-five percent of employees reported personally experiencing or witnessing discrimination, bias, or harassment, and 36% reported experiencing or witnessing microaggressions. These rates were higher among women, Black and African American employees, and Hispanic and Latino employees. Women reported microaggressions at nearly twice the rate of men, 48% compared with 27%. Frontline staff rated seven of eight JEDI program areas lower than managers and senior leaders (Figure 5 below) and also reported higher discrimination rates than employees in management roles. Newer employees gave lower ratings to several JEDI efforts, although results varied across tenure groups (Figure 5). These patterns show that JEDI awareness, access, and workplace experience are not yet consistent across roles or demographic groups.



JEDI Program Ratings by Role Level and Tenure

Combined Agree Ratings by Role Level and Tenure

★ significantly higher vs. comparison group ★ significantly lower vs. comparison group

Role Level

Role Level	Overall	Staff	Supervisor / Team Lead	Manager / Director	Sr. Leadership
Internal JEDI communication	62%	53% ★	70% ★	75% ★	83% ★
External JEDI communication	46%	39% ★	47% ★	53% ★	83% ★
Hiring & retaining diverse staff	75%	67% ★	77% ★	91% ★	100%
Offering training on JEDI topics	34%	28% ★	40%	44% ★	42%
Providing language translation and interpretation services	61%	54% ★	68% ★	72% ★	75%
Providing accommodations for visible and invisible disabilities	61%	53% ★	72% ★	62%	100%
Engaging with diverse communities to understand and address their needs	60%	53% ★	68% ★	69% ★	83% ★
Using data to identify and address disparities in service delivery	36%	33%	43%	38%	42%

Tenure

Tenure	Overall	<1 Year	1–5 Years	6–10 Years	11+ Years
Internal JEDI communication	62%	58%	71%	57%	59%
External JEDI communication	46%	54%	45%	38%	47%
Hiring & retaining diverse staff	75%	63% ★	81% ★	70%	76%
Offering training on JEDI topics	34%	33%	26%	35%	38%
Providing language translation and interpretation services	61%	42% ★	69% ★	43% ★	68% ★
Providing accommodations for visible and invisible disabilities	61%	38% ★	59% ★	59% ★	70% ★
Engaging with diverse communities to understand and address their needs	60%	42% ★	67% ★	54%	64% ★
Using data to identify and address disparities in service delivery	36%	33%	38%	35%	36%

Source: City of Rockville staff survey, March 16–April 21, 2026. Percentages show Combined Agree ratings (Strongly Agree + Agree).

Figure 5. JEDI Program Ratings by Role Level and Tenure

Together, the survey findings show a strong organizational foundation alongside clear gaps in training, communication, accountability, data use, and consistency of staff experience.

3. What Staff Focus Groups Added

Eleven staff focus groups held in April and June 2026 helped explain how the survey findings appear in daily work. Participants included frontline, programming, police, administrative, supervisory, leadership, planning, and housing staff. Their comments showed a recurring gap between knowing that the City values JEDI and understanding how to apply it in specific roles, decisions, and resident interactions.

JEDI Needs a Shared, Practical Definition Connected to Daily Work

Staff focus group participants described significant variation in how JEDI is understood across departments, roles, and levels. Frontline staff often did not know what the JEDI acronym meant before the sessions. Even when staff understood the concept, they did not always know what it looked like in their specific jobs. Supervisors described being asked to implement JEDI without clear guidance, tools, or authority. Leaders described competing priorities and unclear expectations as barriers to implementation. This gap showed up directly in how staff described existing JEDI training: insufficient for daily application. Online modules were often characterized as too long, too general, or not connected to the real situations staff face. The Recreation and Parks and Police Department groups were notable exceptions, with more positive comments about training formats such as roll-call delivery, microlearning, and in-service days.

Across groups, staff did not simply ask for more training or a better definition. They asked for training and language that feels useful and role-specific: shorter, practical, scenario-based learning that helps them respond to real situations. For example, how to work across language barriers, how to address microaggressions, how to support residents with non-apparent disabilities, how supervisors should respond when concerns are raised, and how public-facing staff can serve residents equitably in the moment. They wanted training that answers a practical question: what do I actually do when this happens?

Language Access Is a Systemic Gap

Language access concerns appeared in every group serving the public. Staff described the language line as underused or difficult to access and said the informal language bank places repeated burdens on bilingual employees. Some staff rely on personal phones or translation applications, while registration systems do not consistently capture language preferences. Participants viewed language access as a system responsibility that requires clearer protocols, tools, staffing support, and communication.

Workplace Culture and Support Vary Across Departments

Staff described workplace culture as strongly influenced by the immediate supervisor, team, and department. Some employees reported open dialogue and supportive leadership, while others described hesitation to raise concerns, dismissive responses, or inconsistent application of policies. Participants also described microaggressions, uneven accommodation experiences, and uncertainty about how concerns should be reported or addressed. These findings suggest that psychological safety and inclusion are not yet experienced as consistent citywide standards. Staff called for clearer supervisor expectations, more reliable accommodation and reporting processes, and stronger follow-through when concerns are raised.

4. What Community Listening Sessions Raised

Community listening offered a view of how residents and community partners experience Rockville from outside City government. Participants discussed how people learn about services, whether information is accessible, who City engagement reaches, and whether neighborhoods and communities feel seen. The findings reflect six initial listening sessions held in April 2026 and four supplemental sessions held in June and July with faith-based organizations, business and civic leaders, and residents with experience in disability advocacy, inclusive housing, tenant rights, and civic engagement. Because several sessions were under-attended, these findings provide a partial view of community experience rather than a complete or representative picture.

Outreach Often Reaches the Already-Connected

Participants described City outreach as frequently reaching residents and organizations that are already engaged. Email lists, newsletters, and online channels work for people who already subscribe or participate, but may miss residents who work multiple jobs, are new to Rockville, speak languages other than English, or are not connected to homeowners associations or civic networks. Several participants first learned about the JEDI planning process through the listening session itself.

"If it's on email or a computer, we're only hearing from the same people."

Participants encouraged the City to expand outreach through trusted community organizations, faith leaders, neighborhood networks, and communication platforms already used by multilingual and immigrant communities. Youth participants reinforced this concern, describing limited awareness of civic opportunities, City programs, and ways to participate in local decision-making. They encouraged the City to communicate through multiple channels, including more active use of social media platforms such as Instagram, while also improving the City website so youth and families can more easily find age-appropriate programs and opportunities.

Geographic Equity Matters

Multiple participants identified an east-west divide in Rockville, with Route 355 described as a visible dividing line. Eastern neighborhoods, particularly Twinbrook, were described as receiving less investment, fewer resources, and less civic attention than western areas. Some participants also raised the City's at-large election structure as a possible barrier to geographic representation.

"The east side feels like it doesn't get heard."

These concerns reinforce the need to examine who participates in City decisions, where investments are made, and whether outreach and services reach neighborhoods equitably.

Language, Transportation, and Service Navigation Create Barriers

Language access, transportation, and difficulty navigating services emerged as connected barriers. Participants described challenges finding information in the languages residents use, understanding which services are available, and knowing how to access them. Some noted that informal platforms such as WhatsApp may reach multilingual and immigrant communities more effectively than standard City communication channels. Additionally, transportation barriers were raised particularly for older residents and people with disabilities, including limited evening service and gaps in available routes. Youth participants also identified transportation, parking, and difficulty navigating City information as barriers to participation. Younger residents who cannot drive may be unable to attend events or programs without reliable transportation, while unclear website organization can make it difficult to distinguish opportunities for children, teens, young adults, and families. Together, these concerns show that a service may exist without being fully accessible if residents cannot learn about it, travel to it, or navigate the process for receiving it.

Trust and Inclusion Affect Participation

Community and faith-based participants described concerns that immigration enforcement fears may discourage some residents from attending events, leaving home, or interacting with government services. Participants emphasized that trusted organizations and community leaders can help the City reach residents who may not engage directly with the government. Faith-based participants also noted that City events and programs do not always account for major religious observances. Scheduling conflicts, including Saturday activities that overlap with Shabbat and

other faith practices, can unintentionally limit participation. More intentional scheduling and stronger relationships with faith communities can improve both access and trust.

Disability Access Is Broader Than Physical Accessibility

Participants described disability access as physical, digital, communication-based, and procedural. Concerns included City emails that are not compatible with screen readers, digital kiosks and service portals that cannot be used independently by residents with visual impairments, crosswalk timing, curb-cut access, and voting materials that may not be accessible to blind residents. Participants also emphasized the need for clearer pathways to accessibility-related information, support, and follow-up when residents encounter barriers in City communications, services, housing-related processes, or civic participation. At the same time, participants in the July supplemental listening session noted that browser-enabled translation functions on the City website appear to work well for Korean and Spanish speakers, suggesting that some digital access tools are already helping residents find information. Additional ideas included creating a more formal civic voice for residential and commercial renters and exploring support for community organizations that lack resources to make accessibility improvements.

These findings point to gaps in Rockville's engagement and access infrastructure, even among residents who are already civically active. Continued outreach is therefore not an optional follow-up to the planning process. It is a necessary part of implementation, accountability, and learning.

IV. Strategic Priorities

The strategic priorities in this section come directly from patterns that emerged across the planning process. They build on the themes identified in the What We Heard section and reflect input from City staff, community members, Equity Champions, Mayor and Council, and prior City documents and assessments. They are grounded in what Rockville has already built and in what the evidence shows needs to be clearer, stronger, and more consistent. The priorities are not stand-alone projects. They are connected areas of focus that together will help the City move JEDI from the values shared across the organization to actual measurable practice across departments, services, policies, staff culture, community engagement, and accountability. No single priority can succeed without the others. Training supports better service delivery. Better data supports accountability. Community engagement improves how programs are designed. Accessibility and language access are part of equitable service. Policy alignment creates the structural conditions for all of it.

Each priority is described in this section with evidence from the planning process and a clear statement of what progress could look like. The One-Year Roadmap in the next section will translate each priority into specific Year 1 actions, responsible parties, timelines, and measures of progress.

1. Strategic Priorities at a Glance

The following seven priorities organize the City's JEDI work. Each is grounded in the evidence from the planning process and linked to specific Year 1 actions in the roadmap that follows.

Priority	Plain-Language Focus
Priority 1: Build Shared Understanding and Practical JEDI Capacity	Plain-language definitions, role-specific training, staff learning tools, and a shared organizational understanding of what JEDI means in daily work.
Priority 2: Strengthen Inclusive Service Delivery and Language Access	Multilingual communication, resident-facing services, service navigation, program awareness, language access tools, and equitable resident experience.
Priority 3: Advance Accessibility, Disability Inclusion, and Inclusive Design	Physical, digital, sensory, communication, and non-apparent disability access; staff awareness of disability; accessible communications, events, and civic participation.
Priority 4: Deepen Community Engagement to Increase Involvement of Underrepresented Voices	Outreach beyond already-connected networks, connect with trusted intermediaries, establish geographic equity, increase connections with faith communities, renters, immigrants, unhoused residents, and residents with disabilities.
Priority 5: Embed Equity in Policies, Programs, Budgets, and Decisions	Equity lens in budget, policy and practice decisions, Budget Equity Toolkit, 3E's impact statements, policy review framework and schedule, orientation and support of boards and commissions, support procurement procedures, and alignment of existing City tools.

Priority	Plain-Language Focus
Priority 6: Build Data, Accountability, and Governance for Implementation	Clearly stated goals, clear and robust equity data, consistent demographic tracking, consistent public reporting, roles for responsible parties, and governance structures for sustained JEDI progress.
Priority 7: Strengthen JEDI Infrastructure, Capacity, and Communication	Shared ownership, JEDI office capacity, Equity Champions structure, language access support, possible stipend models, and plain-language public communication.

2. The Seven Strategic Priorities in Detail

Priority 1 | Build Shared Understanding and Practical JEDI Capacity

Why This Matters: JEDI work cannot be implemented consistently when people in the same organization use the same words to mean different things, or when staff do not know what JEDI looks like in their specific roles. The planning process showed that this is the current reality in Rockville. Staff across every department, from frontline operations to executive leadership, described uncertainty about what JEDI means for their daily responsibilities. Without a shared foundation of understanding, every other priority becomes harder to implement.

How It Connects to Existing City Work: The City's JEDI mission, vision, and shared definitions document gives Rockville a foundational vocabulary. The Equity Champions network provides an existing internal infrastructure for spreading shared understanding. The plan can build on both by translating mission-level language into practical, department-specific meaning. The survey also identified the Police Department and Recreation and Parks as departments with higher training participation rates and more effective training formats, including roll-call delivery and microlearning. Those models offer replicable approaches.

What Progress Could Look Like: Staff across all departments and role levels will be able to describe, in plain language, what JEDI means for their specific work. Training will be practical, shorter, in-person where possible, and role-differentiated. New staff will be introduced to JEDI through onboarding. Supervisors will have tools and scripted guidance for common situations involving equity, microaggressions, and accommodation. The citywide elevator pitch for JEDI, a brief and accessible explanation any employee can use, will be widely known and consistently applied.

Priority 2 | Strengthen Inclusive Service Delivery and Language Access

Why This Matters: Rockville offers a range of programs, services, and supports for residents. But equitable service delivery depends on more than program availability. It depends on whether residents know those programs exist, whether they can access them in their own language, whether the systems they use are designed to include everyone, and whether the staff who deliver services have the tools and guidance to do so equitably. The planning process showed significant gaps in all of these areas.

How It Connects to Existing City Work: The City already administers programs specifically designed to support residents with income, housing, language, and other barriers, including the Moderately Priced Dwelling Unit programs, the Latino Youth Development Program, Linkages to Learning, and Recreation Financial Assistance programs. The JEDI Analysis Memo documents these as part of the City's existing equity infrastructure. The opportunity is to make those programs more visible, more accessible, and more equitably designed so they reach the residents who need them most.

What Progress Could Look Like: Residents who speak languages other than English will have more consistent access to City services through publicized, reliable language support. Staff will have clear protocols for accessing language assistance. Language access expectations will also be clear and consistently applied for City events, outreach, public-facing documents, master plans, zoning amendments, legislation, and other civic processes that affect residents. Service registration systems will include language preference options. The City will use multiple, community-centered channels to communicate about programs and services, and residents will report greater awareness of and access to City supports.

Priority 3 | Advance Accessibility, Disability Inclusion, and Inclusive Design

Why This Matters: Accessibility is not only about physical access to buildings. It includes digital accessibility, communication design, event planning, voting processes, staff understanding of disability, accommodation processes, and how people with non-apparent disabilities experience the workplace and city services. The planning process surfaced specific, documented barriers across each of these dimensions. Addressing them is both a legal responsibility and a JEDI value.

How It Connects to Existing City Work: The JEDI Analysis Memo documents existing commitments in this area, including Resolution 09A-22 transitioning City-owned buildings to more accessible and gender-inclusive restrooms, HR policies on accommodation of disabilities, Police general orders on interacting with individuals with physical disabilities and mental illness, and the Rockville Safe Waters Scholarship Program for inclusive swim instruction for children with ASD diagnoses. These are meaningful anchors. The priority is to build on them by identifying and closing specific gaps in digital access, communication, event design, civic participation, and accommodation processes.

What Progress Could Look Like: City email communications and public-facing digital materials will use accessible formatting, plain language, alternative text, readable layouts, captions where appropriate, and formats that support people with visual, auditory, cognitive, sensory, and other disabilities. Key digital service tools will be reviewed for accessibility and improved. The disability accommodation process will be routed through HR with clear timelines and anonymity protections. Staff will have better training on non-apparent disabilities, including neurodivergent presentations. Event venue decisions will routinely consider mobility access before final confirmation.

Priority 4 | Deepen Community Engagement to Reach Underrepresented Voices

Why This Matters: The people who most need equitable outcomes are often the least represented in the processes designed to identify what those outcomes should be. This is not a new observation for Rockville. The community listening session reports from both April and June 2026 documented it directly. The planning process itself reflected this gap: most sessions were under-attended, and most participants were already civically connected. This priority responds both to what the City heard and to who was not fully reached.

How It Connects to Existing City Work: The City already conducts community engagement through meetings, surveys, online channels, and community events. Recent City planning and engagement efforts show that Rockville has already invested in listening to residents and understanding community needs. The 2020 social justice action ideas, used here as historical context, also identified community engagement as a focus area, with suggestions for community roundtables, in-person forums, and boots-on-the-ground outreach. The planning process points to the need to move from those aspirations toward a more structured, resourced, and equity-driven engagement model.

What Progress Could Look Like: The City will have a documented engagement plan that identifies specific strategies for reaching residents who have historically been underrepresented in City processes, including lower-income residents, recent immigrants, monolingual non-English speakers, unhoused residents, renters in multi-family buildings, residents with disabilities, younger residents, and residents in eastern Rockville neighborhoods. Community engagement will use trusted intermediaries and meet people in the places where they already gather. The City will track both geographic reach and population reach, recognizing that neighborhoods may feel overlooked for various reasons and that underrepresentation may be tied to geography, housing type, income, language, disability, age, immigration experience, civic connection, or other factors.

Priority 5 | Embed Equity in Policies, Programs, Budgets, and Decisions

Why This Matters: Individual training and staff awareness matter, but they are not enough to produce equitable outcomes if the underlying policies, programs, budget processes, and governance structures reinforce inequity. JEDI must be embedded in the systems the City uses to make decisions, allocate resources, design programs, and select who sits on boards and commissions. This is where values become institutional practice.

How It Connects to Existing City Work: The City's existing infrastructure for this priority is substantial. The JEDI Analysis Memo documents the Three-Part Impact Statement for Agenda Action Items, the Budget Equity Toolkit, Resolution 10-21, Title VI resolutions, human rights ordinances, accommodation policies, the Minority, Female, Disabled, or Veteran-Owned Business Outreach Program, and multiple other tools. The opportunity is not to build from scratch, but to use these tools more consistently, more visibly, and in coordination with each other, and to identify gaps where new tools or updated policies are needed.

What Progress Could Look Like: Equity impact analysis will be applied consistently to City agenda items, budget requests, and program decisions, not only to some. Boards and commissions recruitment will actively seek diverse applicants and track representation over time. The City's procurement practices will reinforce the inclusion of minority, female, disabled, and veteran-owned businesses. HR systems will include JEDI-aligned standards in performance expectations for supervisors and managers. Program review processes will use an equity lens to identify gaps in who is served and who is not.

Priority 6 | Build Data, Accountability, and Governance for Implementation

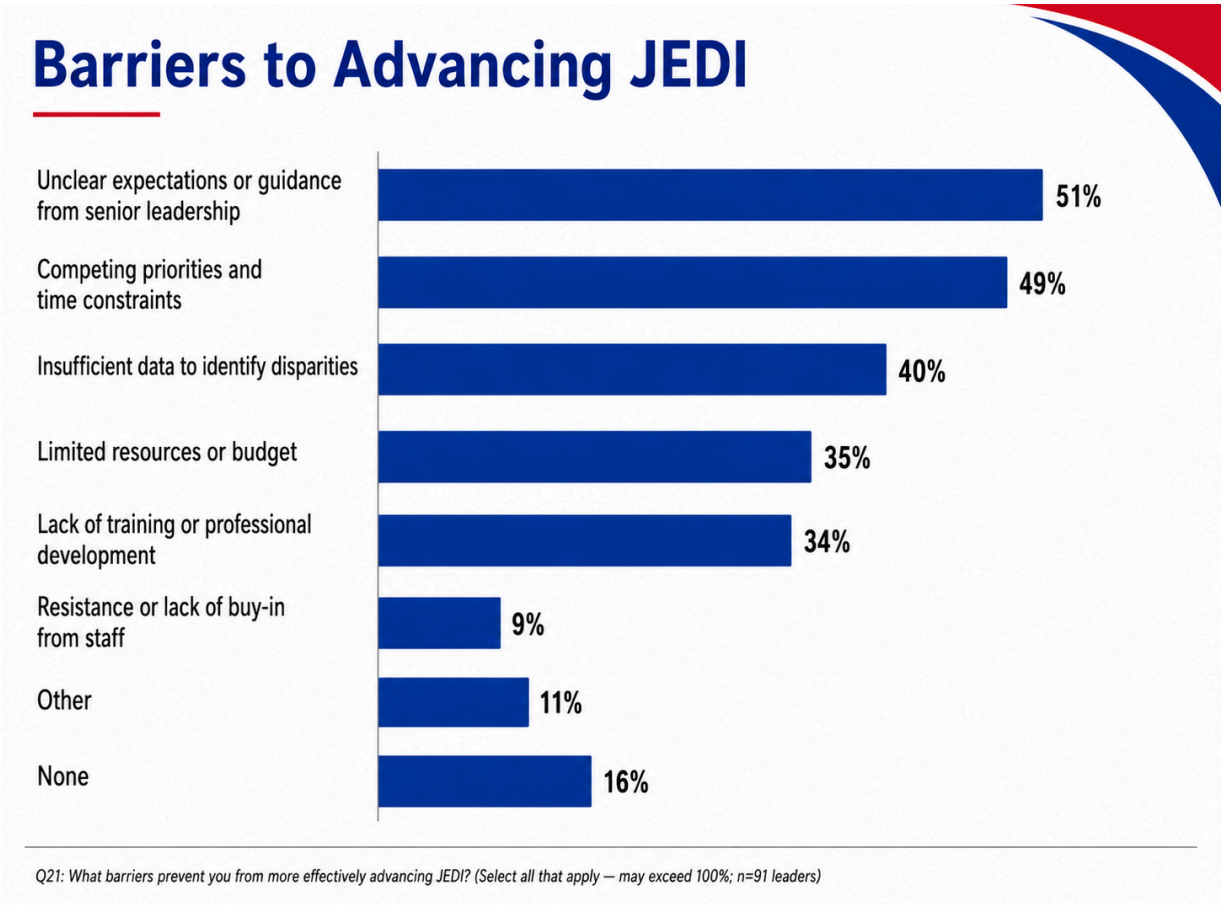


Figure 6. Barriers to Advancing JEDI Among Leaders

Why This Matters: A strategic plan is only as strong as the accountability structures that hold it in place. Without clear goals, defined measures of progress, responsible parties, and a commitment to public reporting, JEDI priorities can fade when other demands compete for attention. The planning process showed that Rockville needs a stronger accountability infrastructure, not to create bureaucracy, but to ensure that the commitments in this plan are kept.

How It Connects to Existing City Work: The City's Demographic Data Collection Guidance provides a foundation for consistent demographic tracking across programs and departments. The staff survey itself demonstrates the City's capacity to gather and analyze equity-relevant workforce data. The Budget Equity Toolkit and the Three-Part Impact Statement are existing mechanisms for integrating equity analysis into decision-making. The City's staff survey,

demographic data guidance, Budget Equity Toolkit, and Three-Part Impact Statement process offer starting points for a more consistent accountability framework. These tools can be connected into a coherent accountability framework with regular public reporting.

What Progress Could Look Like: The City will have a JEDI accountability dashboard or reporting structure that tracks progress against Year 1 and multi-year commitments. Demographic and geographic data will be consistently collected and reported across JEDI-relevant programs and services where appropriate, including measures such as participation by neighborhood or planning area, service reach, and expenditures by geography. Responsible parties for each JEDI action will be clearly named and reported on publicly. Annual progress reports will be made available to residents, staff, and elected officials. Equity goals will be integrated into departmental work plans rather than tracked only by the JEDI office.

Priority 7 | Strengthen JEDI Infrastructure, Capacity, and Communication

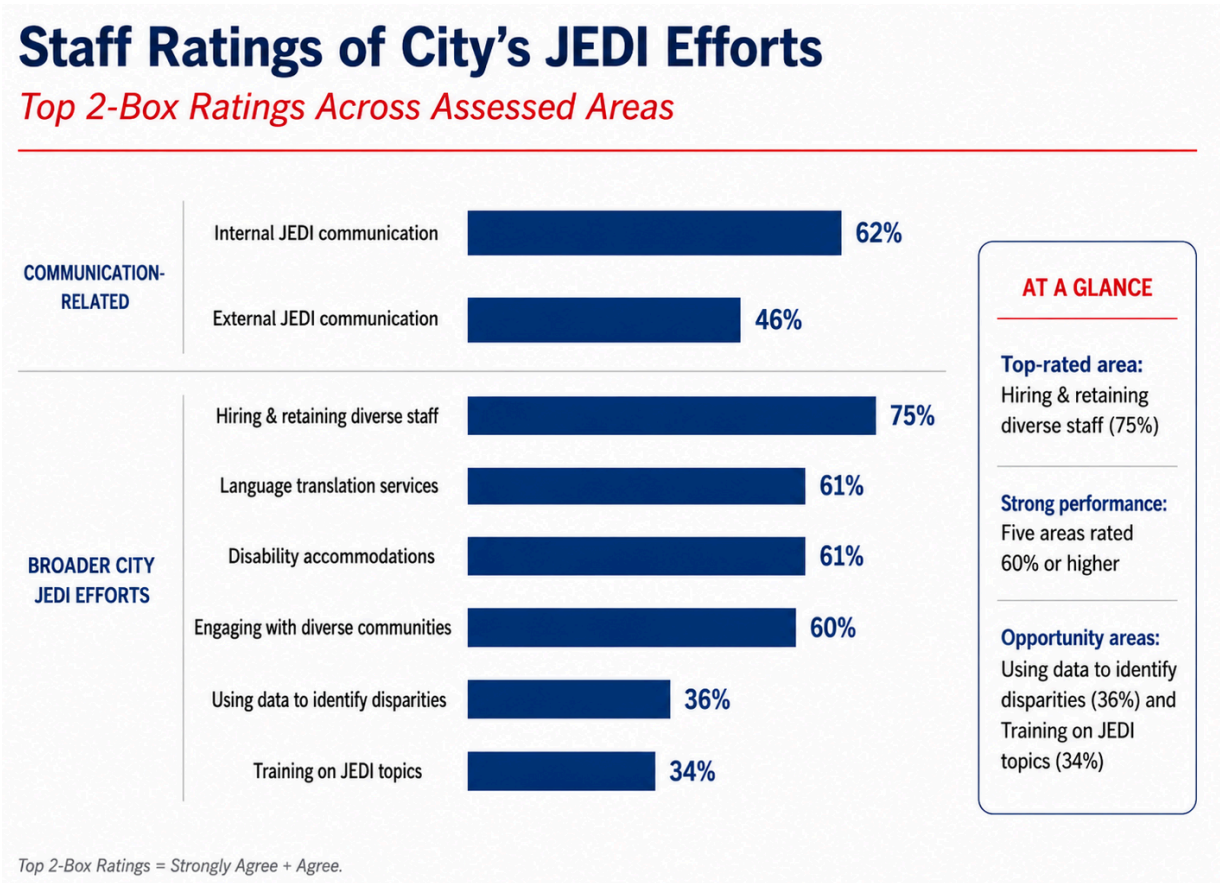


Figure 7. Staff Ratings of City's JEDI Efforts

Why This Matters: The planning process made clear that JEDI implementation cannot rest on one office alone. Rockville's JEDI office provides essential leadership, coordination, and subject-matter expertise, but the work described in this plan spans training, language access, accessibility, policy review, workplace culture, community engagement, data, reporting, and department-level implementation. A two-person office cannot carry all of that work without shared ownership, clear roles, and adequate support.

How It Connects to Existing City Work: Rockville already has a JEDI Director, an ADA Compliance Program Manager, and an Equity Champions network. These are important assets. The next step is to clarify how the JEDI office, departments, Human Resources, Communications, Information Technology, Finance, supervisors, boards and commissions, and community partners share responsibility for implementation.

What Progress Could Look Like: The City will have a clearer implementation structure that defines the role of the JEDI office as a guide, coordinator, and capacity builder, not the sole implementer. Equity Champions will have clearer expectations, time commitments, supervisor support, training, and recognition. The City will review whether a stipend or other support model is appropriate for Equity Champions and for employees who provide language support. The City will also explore a public-facing naming and communication strategy, such as Rockville for All, Rockville Belongs, Rockville Together, Equitable Outcomes for All, Fair Access Rockville, or Inclusive Rockville, without making a final naming decision in this section.

How the Priorities Work Together

Training builds capacity. Capacity improves services. Better services require language access and disability inclusion. Accessibility and inclusion require proactive community engagement. Engagement improves policy and program design. Policy alignment creates structural equity. Data and accountability make all of it visible, measurable, and sustainable. Each priority depends on the others.

V. One-Year Roadmap

The roadmap is not the full life of the JEDI Strategic Plan. It is the first year of a longer commitment, designed to build the foundations that will make Year 2 and beyond stronger, more measurable, and more sustainable. The roadmap is a living tool. Progress should be reviewed regularly, and actions should be adjusted based on feedback from staff, community members, Mayor and Council, and Equity Champions. The goal of Year 1 is not to complete JEDI work. It is to **establish the shared language, structures, tools, relationships, and accountability practices** that allow the work to deepen and sustain over time.

1. Year 1 Implementation Phases & Organization

The roadmap is organized in five phases. The phases reflect a deliberate sequence: prepare, launch, pilot, expand, and review.

Phase	Timeframe	Purpose and Key Activities
Preparation and Readiness	August 2026	Prepare internal and external communications. Align department directors on their roles. No heavy implementation activity should be scheduled this month.
Launch and Awareness	August to September 2026	Introduce the plan publicly to staff, residents, and community partners. Begin foundational staff awareness work. Share plain-language materials. Begin Equity Champions structure development. Begin language access review. Activate early community engagement steps.
Early Implementation and Pilots	October to December 2026	Pilot role-specific JEDI learning tools and supervisor resources. Launch language access staff guide. Begin accessibility review of communications and meetings. Hold first rounds of trusted messenger outreach. Begin policy and equity tool alignment work. Stand up JEDI governance structure.
Expansion and Refinement	January to March 2027	Expand what is working based on pilot feedback. Deepen staff learning across more departments. Widen community engagement to additional audiences. Strengthen data collection practices. Begin tracking equity measures. Report internally on early progress.
Progress Review and Year 2 Planning	April to June 2027	Conduct a public Year 1 progress review. Identify what worked, what needs adjustment, and what was not completed. Present findings to Mayor and Council, staff, and the community. Develop Year 2 priorities and actions. Update the roadmap based on learning.

2. Year 1 Roadmap

The following table presents Year 1 actions for each strategic priority. Suggested leads and partners should be confirmed with City leadership before the plan is finalized. Actions are organized by priority and sequenced across the implementation phases described above.

Priority 1 | Build Shared Understanding and Practical JEDI Capacity

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Develop a plain-language JEDI orientation for all staff	Create a shared baseline so every employee understands what JEDI means in Rockville and how it connects to their daily work	JEDI Office	Human Resources, Equity Champions, Department Directors	Aug-Sep 2026: develop and pilot Oct-Dec 2026: initial rollout	Orientation developed and piloted; participation tracked by department and role level. System created to ensure new employees receive orientation and for regular refresh sessions for existing staff
Create role-specific JEDI learning tools and discussion guides for key staff groups	Help frontline, supervisory, police, planning, housing, recreation, and administrative staff understand how JEDI applies to their specific roles	JEDI Office	Department Directors, Deputies, Assistant Directors, and Program Managers, Equity Champions, Human Resources	Oct-Dec 2026: draft and pilot Jan-Mar 2027: refine and expand	At least two role-specific tools drafted and piloted with scenarios/examples, tool, and concrete examples; feedback collected; revision plan in place
Equip supervisors with tools to address JEDI, microaggressions, accessibility, and inclusive team culture	Reduce supervisor-by-supervisor variation and build consistent expectations across departments	JEDI Office and Human Resources	Department Directors, Office of the City Attorney, Equity Champions	Oct-Dec 2026: toolkit and guide development Jan-Mar 2027: supervisor sessions	Supervisor toolkit completed; initial session delivered; feedback collected

Priority 2 | Strengthen Inclusive Service Delivery and Language Access

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Conduct a language access process review	Map how staff currently access interpretation, translation, and bilingual support across departments; identify gaps and inconsistencies	JEDI Office and ADA Compliance Program Manager	HR, IT, Department leads, bilingual staff	Aug-Sep 2026: scope and design Oct-Dec 2026: complete review	Current-state map completed; key gaps documented; improvement options identified
Develop and distribute a language access guide for all City staff	Give staff clear, practical instructions for serving residents who speak languages other than English	JEDI Office	HR, Communications, IT, bilingual staff	Oct-Dec 2026: develop Jan-Mar 2027: distribute and train	Guide completed; distributed to all departments; included in staff onboarding
Assess the current language stipend model and explore a centralized multilingual staff roster	Determine whether compensation for language support is equitable and consistent; reduce burden on the same bilingual employees	JEDI Office and Human Resources	Finance, Legal, Department Directors	Nov 2026-Mar 2027	Review of existing stipend model completed; centralized roster options identified; recommendations developed for City leadership
Add language preference fields to priority resident-facing service systems where feasible	Help departments plan for interpretation and multilingual communication when serving residents	IT and JEDI Office	Department leads, Communications	Jan-Mar 2027: system review Apr-Jun 2027: implementation options identified	Priority systems reviewed; feasibility assessed; implementation options submitted for decision

Priority 3 | Advance Accessibility, Disability Inclusion, and Inclusive Design

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Conduct an accessibility review of priority resident-facing communications	Identify and begin addressing barriers in email newsletters, websites, PDFs, flyers, and digital notices	ADA Compliance Program Manager and Communications	IT, JEDI Office, Department leads	Aug-Sep 2026: scope Oct-Dec 2026: review and recommendations	Review completed; accessibility standards documented; priority fixes identified and assigned
Develop and apply an accessibility checklist for public meetings and community events	Ensure that residents with physical, sensory, cognitive, and non-apparent disabilities, as well as residents who need language access support, can participate in City engagement activities.	ADA Compliance Program Manager	JEDI Office, Communications, Facilities, Recreation and Parks	Oct-Dec 2026: develop Jan-Mar 2027: apply and train	Checklist developed; includes disability access and language access considerations; applied to at least two engagement activities; staff briefed
Strengthen staff guidance on disability inclusion, non-apparent disabilities, and accommodation processes	Build consistent, respectful practice across departments; reduce variation in how accommodations are handled	JEDI Office and Human Resources	Legal, ADA Compliance Program Manager, Department Directors	Nov 2026-Mar 2027	Guidance developed; HR accommodation process reviewed; at least one supervisor session delivered
Review website visibility and role of disability-related advisory structures	Ensure residents can find disability-related boards, commissions, and engagement opportunities	Communications and City Clerk	JEDI Office, ADA Compliance Program Manager	Oct-Dec 2026	Website review completed; Disability Community Advisory Group and related structures visible and searchable; update submitted

Priority 4 | Deepen Community Engagement to Reach Underrepresented Voices

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Develop a trusted messenger engagement strategy	Establish relationships with faith leaders, community organizations, tenant advocates, immigrant-serving organizations, and neighborhood networks to reach residents not currently engaged with City government	JEDI Office	Community Services, Communications, Housing and Community Development, Equity Champions	Aug-Sep 2026: scoping Oct-Dec 2026: partner map and initial outreach	Partner map completed; initial relationships established with at least five trusted community intermediaries; outreach protocol drafted
Create and begin implementing a continued listening plan for underrepresented groups	Continue community engagement with groups not fully reached during the planning process	JEDI Office	Community Services, Communications, Department leads	Oct-Dec 2026: plan developed Jan-Mar 2027: first activities	Listening plan completed; priority audiences identified; at least two outreach activities or sessions held
Review engagement timing, locations, formats, and communication channels	Reduce participation barriers related to work schedules, transportation, faith observances, language, technology, and trust	JEDI Office and Communications	Department leads, IT, Equity Champions	Oct-Dec 2026	Engagement barrier checklist created; applied to at least two future engagement activities; recommendations shared with Communications
Explore options for renter voice and neighborhood representation in City engagement structures	Respond to community concerns about renter and tenant representation and geographic equity	City Manager's Office	JEDI Office, City Clerk, Community Services, Housing and Community Development	Jan-Jun 2027	Options memo drafted; existing boards, commissions, and engagement structures reviewed; findings presented to City leadership

Priority 5 | Embed Equity in Policies, Programs, Budgets, and Decisions

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Review and refine the 3E's Three-Part Impact Statement process	Strengthen use of equity analysis in agenda action items and City decision-making	City Manager's Office and JEDI Office	Department Directors, Legal, City Manager's Office	Aug-Oct 2026: review Nov-Dec 2026: improvements drafted	Current process reviewed; improvements identified; updated guidance or training drafted
Align the Budget Equity Toolkit with Year 1 JEDI priorities	Ensure budget decisions reflect JEDI priorities and that the toolkit is used consistently across departments	Finance and JEDI Office	Department Directors, City Manager's Office	Sept 2026	Toolkit use reviewed; alignment opportunities with JEDI priorities identified; Year 1 budget integration documented
Conduct a policy and program alignment review using the JEDI Analysis Memo baseline	Identify which existing policies and programs support the strategic priorities and where gaps remain	JEDI Office and Office of the City Attorney	Department Directors, Legal, HR, Finance	Apr - Jun 2027	Alignment matrix completed; priority gap areas identified; recommendations drafted for City leadership review
Develop JEDI orientation and guidance for boards and commissions	Support Mayor and Council feedback that boards and commissions need clearer JEDI expectations and learning	JEDI Office and Office of the City Clerk/Director of Council Operations	City Manager's Office, Department leads, Legal	Jan-Mar 2027: develop Apr-Jun 2027: pilot	Orientation outline or guidance document drafted; pilot group identified; session delivered

Priority 6 | Build Data, Accountability, and Governance for Implementation

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Establish a JEDI implementation governance structure	Clarify roles, coordination mechanisms, decision-making authority, and follow-through responsibilities across the organization	City Manager's Office and JEDI Office	Department Directors, HR, Finance, Equity Champions	Aug-Sep 2026: design Oct-Dec 2026: finalize and launch	Governance model drafted; roles defined; meeting cadence and reporting structure proposed; reviewed by City leadership
Develop a Year 1 JEDI progress report template and dashboard structure	Make implementation progress visible to staff, leadership, Mayor and Council, and the public, while also identifying broader community outcome indicators that can be tracked over time.	JEDI Office and Communications	IT, Finance, City Manager's Office	Oct-Dec 2026: draft template developed Apr-Jun 2027: first public report	Template created; initial measures identified by department; community outcome indicators identified for longer-term tracking; reporting cadence established; first public progress update delivered
Apply standardized demographic data guidance to priority JEDI-relevant programs and services	Improve consistency in demographic data collection and enable equity analysis across departments	JEDI Office and IT	Department leads, Finance, HR, Communications	Jan-Mar 2027: identify programs Apr-Jun 2027: begin implementation	Priority programs identified; current data collection practices reviewed; gaps documented; improvement steps proposed
Establish an annual JEDI plan review and update process	Ensure the plan remains active, responsive, and accountable year over year	City Manager's Office and JEDI Office	Department Directors, Mayor and Council, Equity Champions, community partners	Apr-Jun 2027	Annual review process documented; community and staff feedback mechanisms identified; Year 2 update schedule proposed

Priority 7 | Build Data, Accountability, and Governance for Implementation

Year 1 Action	Purpose	Suggested Lead	Key Partners	Timing	Evidence of Progress
Assess JEDI office capacity and implementation support needs	Ensure that what the City is asking the JEDI office to do matches available staffing, time, and resources	City Manager's Office	JEDI Office, HR, Finance, Department Directors	Aug-Sep 2026	Capacity assessment completed; current workload documented; support needs identified; options developed for City leadership review
Formalize the JEDI/Equity Champions structure, role expectations, and support model	Move Equity Champions from an ad hoc role to a defined, supported, and recognized function within the organization	JEDI Office and Human Resources	City Manager's Office, Department Directors, Finance	Aug-Oct 2026: develop structure Nov-Dec 2026: finalize and present to leadership	Role description drafted; department representation reviewed; meeting cadence proposed; training, protected time, and recognition options identified
Explore a public-facing naming and communication strategy for the JEDI initiative	Reinforce JEDI principles in language that is clear, inclusive, resident-centered, and practical for the current environment	JEDI Office and Communications	City Manager's Office, Equity Champions, Mayor and Council	Oct-Dec 2026: internal exploration Jan-Mar 2027: stakeholder feedback Apr-Jun 2027: recommendation to leadership	Naming options reviewed; communication principles drafted; stakeholder feedback gathered; recommendation developed for City leadership
Develop and begin implementing a plan launch and public awareness campaign	Help staff, residents, and community partners understand the plan, why it matters, and how to engage with its implementation	Communications and JEDI Office	City Manager's Office, Department Directors, Equity Champions	Aug-Sep 2026: develop materials Sep 2026: public launch	Launch messages drafted; materials prepared in plain language and accessible formats; internal and external channels activated; launch event or communication delivered

3. Resource and Capacity Considerations

The Year 1 roadmap is ambitious but achievable if capacity and ownership are addressed from the start. The JEDI office, currently staffed by the JEDI Director and ADA Compliance Program Manager, can guide, coordinate, and support the plan. **It cannot implement the full roadmap alone.** The work must be shared across departments, with clear roles for City leadership, department directors, Human Resources, Communications, Information Technology, Finance, supervisors, Equity Champions, boards and commissions, and community partners. Some Year 1 actions may require additional staffing, consultant support, dedicated budget, or formalized departmental roles. The capacity assessment in Priority 7 is designed to surface those needs before Year 1 is fully underway, so the City can make informed decisions about what is realistic given available resources.

> **Implementation Requires Shared Ownership**
>
> The JEDI office serves as guide, coordinator, and capacity builder. The office can guide the work, but the whole organization must help carry it. Training, language access, accessibility, community engagement, policy review, data, and governance all require active ownership from Human Resources, Communications, IT, Finance, Department Directors, supervisors, Equity Champions, and City leadership. Shared ownership is not optional. It is the prerequisite for the roadmap to work.

Equity Champions are a critical implementation resource. However, their current role is ad hoc and unpaid. Formalizing their structure, defining their expectations, providing protected time, and exploring a recognition or stipend model are themselves Year 1 actions. Until that formalization happens, the City should not expect Equity Champions to carry implementation work beyond what their current capacity can support. Additionally, language access work, including the stipend model review, centralized roster development, and system language preferences, may require budget decisions, IT resources, and HR policy changes.

VI. Measurement, Accountability, Governance, & Learning

The One-Year Roadmap describes what the City of Rockville is committing to do. This section describes how the City will stay accountable for those commitments, govern implementation, measure progress, learn from what it discovers, and sustain that work across five years. **Without these elements, a strategic plan is a statement of intention, not a commitment.** With them, it becomes an organizational commitment the City and the public can track together.

Accountability in this plan is not primarily an internal management function. It is a public commitment. Residents, staff, community members, and elected officials should be able to see what the City said it would do, what progress has been made, what has not yet been completed, and what the City plans to do about it. That kind of transparency is what builds trust between the government and the people it serves. This section establishes the accountability framework that will carry the work from 2026 through 2030. Year 1 builds the shared language, structures, tools, and relationships that make everything else possible. Years 2 and 3 deepen and expand that foundation across departments, services, and communities. Years 4 and 5 sustain the work at full organizational scale and demonstrate measurable progress toward equitable outcomes for all.

> **Accountable to the People of Rockville**
>
> This plan is accountable to the people of Rockville. Accountability means residents, staff, and community members can see what the City said it would do, what progress has been made, and where more work is needed. The goal is not measurement for its own sake. The goal is a City where people can live, work, learn, gather, serve, and participate with dignity, fairness, access, and belonging.

1. Proposed Governance Structure for Implementation

Governance is how the City keeps implementation organized, coordinated, and moving across five years. Without clear governance, responsibility for JEDI work becomes fragmented across departments and individuals, and follow-through becomes dependent on individual champions rather than organizational systems. The governance structure proposed below is designed to distribute ownership appropriately while giving the JEDI office a clear coordinating role. All roles and responsibilities should be confirmed by City leadership before the plan is finalized.

Role or Group	Purpose	Possible Responsibilities
Mayor and Council	Set direction, receive progress updates, and provide governance-level feedback	Receive mid-year and Year 1 progress reports; provide policy direction; support public accountability; align JEDI priorities with City budget and policy decisions
City Manager's Office	Coordinate cross-department	Confirm lead assignments; integrate JEDI actions into departmental work plans; ensure implementation stays

Role or Group	Purpose	Possible Responsibilities
	accountability and align City operations with the plan	connected to budget and planning cycles; convene cross-department check-ins
JEDI Office	Guide, coordinate, advise, build capacity, and support implementation across the organization	Coordinate roadmap tracking; develop training and tools; advise departments; support Equity Champions; prepare progress reports; build shared language and learning resources
Department Directors	Own implementation within their departments	Assign staff time to JEDI-connected actions; integrate JEDI into department work plans; report on department-level progress; model JEDI values in team leadership
Human Resources	Connect JEDI to workplace culture, supervisor expectations, training, accommodations, and workforce equity	Lead or co-lead supervisor training and tool development; oversee accommodation processes; integrate JEDI into performance expectations; support psychological safety work; assess and oversee language stipend model
Communications	Support public-facing language, accessibility, multilingual outreach, and plan visibility	Develop and support implementation of the plan launch; produce accessible and multilingual materials; oversee public progress reporting format; review City communications for accessibility; support naming and reframing strategy
Information Technology	Support data systems, digital accessibility, language preference fields, and reporting tools	Assess feasibility of language preference fields in service systems; review digital accessibility of City platforms; support dashboard and reporting infrastructure; advise on data collection capacity
Finance	Support budget alignment, resource planning and analysis where relevant	Align Budget Equity Toolkit with JEDI priorities; assess resource needs identified in the capacity assessment; advise on stipend and compensation options for Equity Champions and language staff
ADA Compliance Program	Provide technical expertise on accessibility and disability inclusion	Support additional research/planning related to disability, communications accessibility review; advise on accommodation processes; guide accessible event and meeting standards; advise on digital accessibility; support disability-related advisory structure review
Equity Champions	Help connect the plan to department-level learning, communication, and feedback.	Share JEDI resources and plain-language tools with colleagues; provide implementation feedback; identify department-level barriers; contribute to learning and adjustment; support community engagement and trusted messenger strategies where appropriate.
Boards and Commissions	Understand how JEDI connects to their civic service and advise accordingly	Receive JEDI orientation; apply equity thinking to their advisory work; provide community feedback to City leadership; reflect the diversity of Rockville residents and perspectives

Role or Group	Purpose	Possible Responsibilities
Community Partners and Residents	Help the City understand whether implementation is visible, accessible, and meaningful	Participate in ongoing engagement activities; provide feedback through trusted channels; hold the City accountable to public commitments; inform the continued listening process

2. The Accountability Cycle

The City's accountability approach follows a six-step annual cycle. This cycle repeats each year from 2026 through 2030, ensuring implementation does not drift, learning is captured, and the plan is updated based on evidence.

1 - Plan	At the start of each year, confirm the actions, leads, timelines, and measures for that year. Connect JEDI actions to departmental work plans and the City's budget cycle. Ensure that the year's focus is clear to all departments and Equity Champions.
2 - Implement	Departments, the JEDI office, HR, Communications, IT, Finance, and other partners carry out the year's actions according to the roadmap. Equity Champions support communication and learning at the department level. The JEDI office coordinates, advises, and tracks progress.
3 - Track	The JEDI office, with department input, tracks progress against each action using the measures identified in the roadmap. Tracking should be ongoing and captured in a consistent format, not conducted only at year-end. Barriers and delays should be documented as they arise.
4 - Report	Progress is reported to City leadership, Mayor and Council, staff, and the public at key intervals throughout the year. Reports should be written in plain language, available in accessible formats, and honest about what is working, what is not, and what has changed.
5 - Listen	Staff and community members should have structured opportunities to provide feedback on implementation throughout the year. That feedback should be gathered intentionally, documented, and used in the adjustment step. Listening is not passive. It is an active part of accountability.
6 - Adjust	Based on what is tracked, reported, and heard, the City adjusts the roadmap. Some actions may be accelerated. Some may need more time or resources. Some may be redesigned based on new information. Adjustment is not a sign that the plan failed. It is how the plan stays alive and useful.

3. Year 1 Reporting Rhythm

The following reporting rhythm is proposed for Year 1. It should be confirmed by City leadership, aligned with existing reporting structures, and adjusted based on Mayor and Council preferences and City planning cycles. This rhythm is a starting point, not a final schedule.

Timing	Audience	Purpose	Possible Format
August to September (Year launch)	Staff and department leaders	Introduce the plan and Year 1 actions; confirm implementation roles and assignments	Internal briefing to City Manager's Office; department director meeting; all-staff communication in accessible formats
October to December (Early implementation)	City leadership, Equity Champions, department directors	Report on launch, pilots, and early barriers; confirm which actions are on track	Internal update memo or brief presentation to Department Directors; Equity Champions summary
January to March (Mid-year review)	Mayor and Council, City leadership, staff	Review progress, surface resource needs, adjust actions, confirm year-end targets	Brief to Mayor and Council; internal staff update; written mid-year summary
April to June (Annual progress report)	Mayor and Council, staff, residents, community partners	Report what was completed, what is in progress, what changed, and what carries into the next year; begin next-year planning	Public progress report in plain language; accessible and multilingual summary; presentation to Mayor and Council; community-facing summary available on City website

4. Community and Staff Pulse Checks

In addition to the annual reporting rhythm, the City conducts periodic pulse checks with staff and community members to assess how JEDI implementation is being experienced on the ground. Pulse checks are not formal surveys. They are structured conversations, brief questionnaires, or facilitated feedback sessions designed to capture what progress looks and feels like to the people closest to it.

A Year 1 end-of-year pulse check will be conducted with staff and community members in April through June 2027. This pulse check will assess awareness of JEDI work, staff confidence in applying JEDI principles, perceived changes in service delivery and workplace culture, and community awareness and trust. Results will inform Year 2 planning and will be included in the public Year 1 progress report.

Additional pulse checks will be conducted at the end of Year 3 and Year 5 to assess longer-term progress. The Year 5 pulse check will inform whether and how the plan should be renewed, expanded, or restructured for the next five-year cycle. All pulse checks will be conducted using the City's standardized demographic data categories, will be offered in accessible and multilingual formats, and will include questions that capture both quantitative perceptions and qualitative experience.

5. Measures by Strategic Priority

The following table presents measures for each of the seven strategic priorities across Years 1 through 5. Year 1 measures focus on launching and establishing. Years 2 and 3 measures focus on expanding and deepening. Years 4 and 5 measures focus on sustaining and demonstrating durable change.

Priority	Year 1 Measures	Years 2 and 3 Measures	Years 4 and 5 Measures	Data Sources
Priority 1: Shared Understanding and JEDI Capacity	• Number of staff completing JEDI orientation, by department and role level • Number of role-specific learning tools developed and piloted • Number of supervisors receiving discussion guides or training • Staff feedback on clarity and usefulness of JEDI learning materials	• JEDI orientation in onboarding for all new staff • Training updated based on Year 1 feedback • Role-specific tools expanded to all departments • Supervisors assessed on JEDI in performance reviews	• JEDI literacy assessed organization-wide • Training completion sustained at target rate • Supervisor JEDI expectations normalized in all departments	HR tracking, JEDI office, department self-reporting
Priority 2: Inclusive Service Delivery and Language Access	• Language access review completed and gaps documented • Language access staff guide developed and distributed • Number of interpretation or translation requests tracked across departments • Language stipend model and centralized roster options assessed • Language preference fields reviewed or piloted in priority systems	• Language line use tracked across departments • Centralized multilingual roster operational • Language preference fields live in priority systems • Translation request tracking in place	• Resident self-reported service access improving • Language support equitable and compensated • Multilingual outreach reaching new audiences • Navigation barriers measurably reduced	JEDI office, HR, IT, department tracking
Priority 3: Accessibility, Disability Inclusion, and Inclusive Design	• Full research and planning process for disability completed via an ADA compliance plan • Accessibility review of priority communications completed • Accessibility checklist developed and applied to at least two events or meetings	• Digital accessibility standards applied to all new materials • Accommodation process routed through HR with clear timelines • Staff trained on non-apparent disabilities	• ADA compliance gaps from review closed • Residents with disabilities report improved access to City services and participation	Communications, ADA Compliance Program Manager, IT, JEDI office

Priority	Year 1 Measures	Years 2 and 3 Measures	Years 4 and 5 Measures	Data Sources
	• Priority website or communications fixes completed • Staff guidance on disability inclusion and accommodations developed • Disability Community Advisory Group listed and visible on City website	• Event venues routinely assessed for accessibility	• Disability inclusion embedded in facilities and event planning	
Priority 4: Community Engagement and Underrepresented Voices	• Trusted messenger partner map created • Number of trusted messenger relationships established • Continued listening plan developed • Number of outreach activities or listening sessions held with underrepresented groups • Demographic and geographic reach documented where data is collected	• Trusted messenger network active in east Rockville, community service organizations and faith communities • Continued listening informing Year 2 and 3 actions • Renter voice options developed • Geographic reach tracked by neighborhood	• Underrepresented residents engaging with City services at higher rates • Trusted messenger relationships sustained and expanded • Geographic equity tracked and publicly reported	JEDI office, community partners, department self-reporting
Priority 5: Equity in Policies, Programs, Budgets, and Decisions	• 3E's Three-Part Impact Statement process reviewed and improvements drafted • Budget Equity Toolkit alignment with JEDI priorities documented • Policy and program alignment matrix completed • Boards and commissions JEDI orientation drafted and piloted • Number of agenda items or programs reviewed with an equity lens in Year 1	• 3E's applied to all major agenda items • Budget equity toolkit used consistently across departments • Priority policy gaps addressed • Boards and commissions oriented annually	• Equity lens embedded in standard policy development • Procurement outcomes tracked for inclusive vendor participation • Boards and commissions reflect community diversity	City Manager's Office, Finance, Legal, JEDI office, City Clerk
Priority 6: Data, Accountability, and Governance	• JEDI governance structure drafted and confirmed by City leadership • Progress report or dashboard template developed	• Public dashboard or reporting structure operational • Demographic data collected consistently in priority programs	• JEDI outcomes publicly reported annually with trend data • Data equity gaps identified and addressed	City Manager's Office, JEDI office, IT, Finance

Priority	Year 1 Measures	Years 2 and 3 Measures	Years 4 and 5 Measures	Data Sources
	• Reporting cadence established and first report delivered • Priority programs identified for demographic data review • Annual review process documented	• Annual review process embedded in City planning cycle	• Staff and community feedback informing plan updates every year	
Priority 7: JEDI Infrastructure, Capacity, and Communication	• JEDI office capacity assessment completed and options presented to leadership • Equity Champions role structure and support model developed • Equity Champions recognition or stipend options proposed for leadership decision • Public-facing naming and communication strategy options developed • Plan launch and awareness campaign completed in accessible, multilingual formats	• Equity Champions role formalized with protected time and recognition • JEDI public communication strategy implemented • Resource gaps from Year 1 assessment addressed • Language stipend model operational	• JEDI infrastructure sustainable across leadership transitions • Equity Champions program self-sustaining with departmental support • City's JEDI communication recognized as clear, consistent, and trusted	City Manager's Office, HR, Communications, JEDI office

6. Data Equity, Responsible Use, and Public Transparency

Collecting and using data responsibly is itself a JEDI practice. How the City gathers information, whose experiences are captured, what is done with findings, and how data is communicated all carry equity implications. The following principles govern data use throughout all five years of implementation.

- **Use the City's standardized demographic categories:** The Demographic Data Collection Guidance establishes minimum categories for race, ethnicity, and gender response options that should be used consistently across JEDI-relevant programs, surveys, and service data where demographic information is collected. Respondents should self-identify.
- **Interpret small samples carefully:** Some demographic subgroups in staff or community data will have small sample sizes. Findings from small groups should be reported carefully to avoid statistical overstatement and to protect the privacy and dignity of individual respondents. Where sample sizes are too small to report reliably, that limitation should be acknowledged rather than hidden.
- **Use data to identify barriers, not stigmatize communities:** Demographic data should be used to ask where the City's programs, services, and outreach are not reaching certain populations, and why. It should not be used to characterize groups as inherently deficient, at-risk, or in need of special treatment. The framing should always center what the City needs to do differently, not what communities lack.
- **Recognize what data cannot capture:** Some of the most important equity information does not appear in spreadsheets. The experiences of residents who do not interact with City services, the fears of community members who do not attend public meetings, and the day-to-day texture of workplace culture are all relevant to JEDI outcomes. Qualitative feedback, lived experience, and community-facing listening must sit alongside quantitative measures in how the City understands its progress.
- **Make data collection accessible and transparent:** Residents and staff should understand why their demographic information is being collected, how it will be used, and how their privacy will be protected. Data collection tools should themselves be accessible, including screen-reader compatible and available in multiple languages where appropriate.

Public Reporting and Transparency

Public progress reporting is how the City keeps its commitment to accountability visible. A report that is only shared internally is not a public commitment. The City will make progress reporting available to residents, community partners, staff, and elected officials in plain language and accessible formats every year. A public progress update shows what has been completed, what is underway, what has been delayed or changed, and what has not yet started. When the City does not complete an action on schedule, the report explains why and describes what will

happen next. Public progress reports are written at a reading level accessible to a general community audience. They are available in formats accessible to people with visual impairments. The City produces brief multilingual summaries for key community audiences. And they connect directly to the seven strategic priorities and the roadmap so readers can see the full picture, not only individual updates. Starting in Year 1, the public Year 1 progress report will be available on the City's Engage Rockville website (https://engagerockville.com/) by June 2027. Annual reports will follow the same schedule each subsequent year.

Learning and Continuous Improvement

The JEDI Strategic Plan will be reviewed and adjusted as the City learns from implementation. Staff and community feedback, pulse checks, accessibility and language access findings, demographic data, and implementation barriers will inform annual updates. Each year, the City will ask: What did we do? What did we learn? What will we do differently next? The Year 1 progress review will establish this practice and inform Year 2 priorities. Sharing what worked, what did not, and what the City is changing is part of public accountability.

> **Learning Keeps the Plan Alive**
>
> A plan that is treated as fixed once adopted stops being useful. Learning is not a sign that the plan failed. It is how the City keeps the plan responsive to what staff, residents, and community partners are experiencing.

VII. Five-Year Implementation Plan (2026 to 2030)

The table below maps Year 1 through Year 5 actions across all seven strategic priorities. Year 1 (August 2026 through June 2027) builds the foundational structures. Years 2 and 3 (2027 to 2029) deepen and expand implementation across departments, services, and communities. Years 4 and 5 (2029 to 2031) sustain, refine, and institutionalize the work at full organizational scale. Actions and measures are adjusted annually based on what the City learns.

YEAR 1 — AUGUST 2026 TO JUNE 2027: Build the Foundation						
Year 1 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Develop plain-language JEDI orientation for all staff	Create shared baseline so every employee understands JEDI in their role	JEDI Office	HR, Equity Champions, Department Directors	Aug–Sep: develop and pilot Oct–Dec: initial rollout	Orientation developed and piloted; participation tracked by department and role	**P1: Shared Understanding**
Create role-specific JEDI learning tools for key staff groups	Help frontline, supervisory, police, planning, housing, and admin staff apply JEDI in their daily work	JEDI Office	Department leads, Equity Champions, HR	Oct–Dec: draft and pilot Jan–Mar: refine and expand	At least two role-specific tools drafted and piloted; feedback collected	**P1: Shared Understanding**
Equip supervisors with tools to address JEDI, microaggressions, and inclusive team culture	Reduce supervisor-by-supervisor variation; build consistent expectations	JEDI Office and HR	Department Directors, Legal, Equity Champions	Oct–Dec: toolkit development Jan–Mar: supervisor sessions	Supervisor toolkit completed; session delivered; feedback collected	**P1: Shared Understanding**
Conduct language access process review	Map how staff currently access interpretation, translation, and bilingual support; identify gaps	JEDI Office and ADA Compliance Program Manager	HR, IT, Department leads, bilingual staff	Aug–Sep: scope Oct–Dec: complete review	Current-state map completed; gaps documented; improvement options identified	**P2: Language and Service Access**
Develop and distribute language access guide for all City staff	Give staff clear instructions for serving residents who speak languages other than English	JEDI Office	HR, Communications, IT, bilingual staff	Oct–Dec: develop Jan–Mar: distribute and train	Guide completed; distributed to all departments; included in onboarding	**P2: Language and Service Access**
Assess language stipend model and explore centralized multilingual staff roster	Determine whether language compensation is equitable; reduce burden on same bilingual employees	JEDI Office and HR	Finance, Legal, Department Directors	Nov 2026–Mar 2027	Review completed; roster options identified; recommendation developed for City leadership	**P2: Language and Service Access**

YEAR 1 — AUGUST 2026 TO JUNE 2027: Build the Foundation						
Year 1 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Conduct accessibility review of priority resident-facing communications	Identify barriers in emails, websites, PDFs, flyers, and digital notices	ADA Compliance Program Manager and Communications	IT, JEDI Office, Department leads	Aug–Sep: scope Oct–Dec: review and recommendations	Review completed; accessibility standards documented; priority fixes assigned	**P3: Accessibility**
Develop accessibility checklist for public meetings and events	Enable residents with physical, sensory, cognitive, and non-apparent disabilities to participate	ADA Compliance Program Manager	JEDI Office, Communications, Facilities, Recreation and Parks	Oct–Dec: develop Jan–Mar: apply and train	Checklist developed; applied to at least two activities; staff briefed	**P3: Accessibility**
Review visibility and role of disability-related advisory structures	Ensure residents can find disability boards, commissions, and engagement opportunities	Communications and City Clerk	JEDI Office, ADA Compliance Program Manager	Oct–Dec 2026	Website review completed; Disability Community Advisory Group listed; update submitted	**P3: Accessibility**
Review and improve accessibility for public mayor/council and commission meetings, including captioning accuracy, live broadcast access, and translation support.	Expand access through accurate captions, live broadcast access, and translation support.	City Clerk and CCE	IT, JEDI Office, ADA Compliance Program Manager	Aug to Mar 2027	Captioning and broadcast review completed; improvements implemented; translation support option piloted	**P3: Accessibility** **P4: Community Engagement**
Develop trusted messenger engagement strategy	Establish relationships with faith leaders, community organizations, and neighborhood networks to reach residents not engaged with City government	JEDI Office	Community Services, Communications, Housing and Community Development, Equity Champions	Aug–Sep: scoping Oct–Dec: partner map and initial outreach	Partner map completed; at least five relationships established; outreach protocol drafted	**P4: Community Engagement**
Create continued listening plan for underrepresented groups	Continue engagement with groups not fully reached during planning	JEDI Office	Community Services, Communications, Department leads	Oct–Dec: plan developed Jan–Mar: first activities	Listening plan completed; at least two outreach activities held	**P4: Community Engagement**
Review and refine the 3E's Three-Part Impact Statement process	Strengthen use of equity analysis in agenda action items and City decision-making	City Manager's Office and JEDI Office	Department Directors, Legal, Finance	Aug–Oct: review Nov–Dec: improvements drafted	Current process reviewed; improvements identified; updated guidance drafted	**P5: Equity in Policy and Decisions**

YEAR 1 — AUGUST 2026 TO JUNE 2027: Build the Foundation						
Year 1 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Conduct policy and program alignment review using JEDI Analysis Memo baseline	Identify which existing policies support strategic priorities and where gaps remain	JEDI Office	Department Directors, Legal, HR, Finance	Jan–Mar 2027	Alignment matrix completed; priority gaps identified; recommendations drafted	**P5: Equity in Policy and Decisions**
Develop JEDI orientation for boards and commissions	Address Mayor and Council feedback that boards need JEDI training and expectations	JEDI Office and City Clerk	City Manager's Office, Legal	Jan–Mar: develop Apr–Jun: pilot	Orientation drafted; pilot group identified; session delivered	**P5: Equity in Policy and Decisions**
Establish JEDI implementation governance structure	Clarify roles, coordination, and follow-through across the organization	City Manager's Office and JEDI Office	Department Directors, HR, Finance, Equity Champions	Aug–Sep: design Oct–Dec: finalize and launch	Governance model drafted; roles defined; reporting structure reviewed by City leadership	**P6: Data, Accountability, Governance**
Develop Year 1 JEDI progress report template and dashboard structure	Make progress visible to staff, leadership, Mayor and Council, and the public	JEDI Office	IT, Communications, Finance, City Manager's Office	Oct–Dec: template developed Apr–Jun: first public report	Template created; measures identified; first public update delivered by June 2027	**P6: Data, Accountability, Governance**
Apply standardized demographic data guidance to priority programs	Improve consistency in demographic data collection and equity analysis	JEDI Office and IT	Department leads, Finance, HR, Communications	Jan–Mar: identify programs Apr–Jun: begin implementation	Priority programs identified; data practices reviewed; gaps documented	**P6: Data, Accountability, Governance**
Assess JEDI office capacity and implementation support needs	Ensure expectations match available staffing, time, and resources	City Manager's Office	JEDI Office, HR, Finance, Department Directors	Aug–Sep 2026	Capacity assessment completed; support needs identified; options developed for leadership review	**P7: JEDI Infrastructure**
Formalize Equity Champions structure, roles, and support model	Move Equity Champions from ad hoc to a defined, supported, recognized function	JEDI Office and HR	City Manager's Office, Department Directors, Finance	Aug–Oct: develop Nov–Dec: finalize and present	Role description drafted; meeting cadence proposed; recognition and time allocation options identified	**P7: JEDI Infrastructure**
Develop and execute plan launch and public awareness campaign	Help staff, residents, and community partners understand the plan and how to engage	Communications and JEDI Office	City Manager's Office, Department Directors, Equity Champions	Aug–Sep: develop materials Sep 2026: public launch	Launch messages drafted; materials in plain language and accessible formats; launch delivered	**P7: JEDI Infrastructure**

YEAR 2 — JULY 2027 TO JUNE 2028: Deepen and Expand						
Year 2 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Integrate JEDI orientation into formal onboarding for all new staff	Ensure every new employee begins with a shared JEDI foundation	HR and JEDI Office	Department Directors, Equity Champions	July–September 2027	JEDI orientation embedded in onboarding; all new staff receive orientation before 30-day mark	**P1: Shared Understanding**
Revise and expand role-specific tools based on Year 1 feedback	Make JEDI learning more responsive, specific, and practical based on what staff said worked	JEDI Office	Department leads, Equity Champions	Year 2 implementation period	Revised tools distributed to all departments; participation tracked	**P1: Shared Understanding**
Launch centralized language access roster and clarify compensation model	Move from informal bilingual support to a structured, equitable system	HR and JEDI Office	Finance, Legal, IT, bilingual staff	Year 2 implementation period	Roster operational; compensation model confirmed by City leadership; language hotline considered, staff notified	**P2: Language and Service Access**
Implement language preference fields in priority service systems	Allow residents to indicate language needs before interacting with City services	IT and JEDI Office	Department leads, Communications	Year 2 implementation period	Language preference available in at least two priority service systems	**P2: Language and Service Access**
Implement priority digital accessibility fixes from Year 1 review	Address screen reader gaps, image text, and digital kiosk barriers identified in Year 1	IT and Communications	ADA Compliance Program Manager, Department leads	Year 2 implementation period	Priority fixes completed; progress reported publicly	**P3: Accessibility**
Route disability accommodation process through HR with clear timelines	Reduce supervisor-by-supervisor variation; make accommodation requests consistent and supportive	HR and JEDI Office	Legal, ADA Compliance Program Manager, Department Directors	Year 2 implementation period	Revised process in place; staff and supervisors briefed; timeline standards applied	**P3: Accessibility**
Establish accessible meeting standards for public mayor/council and commission meetings, including captioning accuracy, live broadcast access, and translation support.	Make captioning, broadcast access, and translation support standard practice.	City Clerk and CCE	IT, JEDI Office, ADA Compliance Program Manager	Year 2 implementation period	Standards adopted; captioning and broadcast compliance tracked; translation support available by request	**P3: Accessibility** **P4: Community Engagement**
Activate trusted messenger network in east Rockville, community organizations and faith communities	Reach residents not connected to City civic networks through trusted relationship-based outreach	JEDI Office	Community Services, CCE, Housing and Community Development, Equity Champions	Year 2 implementation period	Active partnerships in east Rockville and faith communities; documented outreach activities	**P4: Community Engagement**

YEAR 2 — JULY 2027 TO JUNE 2028: Deepen and Expand						
Year 2 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Implement renter and neighborhood voice options based on Year 1 review	Give renters and underrepresented neighborhoods a structured civic voice	City Manager's Office	JEDI Office, City Clerk, Community Services	Year 2 implementation period	Pilot of renter or neighborhood engagement structure launched or underway	**P4: Community Engagement**
Apply equity impact analysis consistently to all major City agenda items	Make 3E's process a standard requirement, not an exception	City Manager's Office and JEDI Office	Department Directors, Legal	Year 2 implementation period	3E's applied to all agenda items meeting criteria; compliance tracked and reported	**P5: Equity in Policy and Decisions**
Address priority gaps identified in Year 1 policy alignment review	Translate alignment findings into concrete policy and program improvements	JEDI Office and Department leads	Legal, HR, Finance	Year 2 implementation period	At least two priority policy gaps addressed; action documented	**P5: Equity in Policy and Decisions**
Launch public JEDI accountability dashboard or reporting structure	Make annual progress visible and accessible to all residents	JEDI Office and IT	Communications, Finance	Year 2 implementation period	Dashboard or public tracking structure live on City website	**P6: Data, Accountability, Governance**
Collect demographic data consistently across all JEDI-relevant programs	Build a complete and comparable picture of who City programs are and are not reaching	JEDI Office and IT	Department leads, Finance, HR	Year 2 implementation period	Demographic data collected in all priority programs; first equity analysis completed	**P6: Data, Accountability, Governance**
Formalize Equity Champions recognition, time, and compensation model based on Year 1 recommendation	Sustain Champions program with defined support so it does not rely on individual goodwill	JEDI Office and HR	City Manager's Office, Finance	Year 2 first quarter	Recognition or stipend model approved and operational; Champions briefed	**P7: JEDI Infrastructure**
Implement public-facing JEDI communication strategy based on Year 1 naming and framing review	Ensure JEDI is communicated clearly, inclusively, and consistently to all residents	CCE and JEDI Office	City Manager's Office, Mayor and Council	Year 2 implementation period	Communication strategy approved and active; public materials updated	**P7: JEDI Infrastructure**

YEAR 3 — JULY 2028 TO JUNE 2029: Refine and Sustain						
Year 3 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Assess JEDI training effectiveness organization-wide and adjust	Determine whether training is producing measurable change in staff confidence and application	JEDI Office and HR	Department Directors, Equity Champions	Year 3 implementation period	Organization-wide training effectiveness assessment completed; Year 4 training plan updated based on findings	**P1: Shared Understanding**
Integrate JEDI expectations into supervisor performance evaluations	Institutionalize supervisor accountability for JEDI in the performance management system	HR and City Manager's Office	JEDI Office, Department Directors	Year 3 implementation period	JEDI expectations integrated into supervisor evaluation criteria across all departments	**P1: Shared Understanding**
Conduct Year 3 language access review and refine the language support model	Assess whether the language access system is equitable, sufficient, and well-used	JEDI Office and HR	IT, Department leads, bilingual staff	Year 3 implementation period	Review completed; adjustments made to roster, compensation, or protocols as needed	**P2: Language and Service Access**
Expand multilingual outreach to additional languages based on resident data	Extend language support beyond English and Spanish to additional languages present in Rockville	CCE and JEDI Office	IT, Community partners	Year 3 implementation period	Additional language options added to at least two outreach and communication channels	**P2: Language and Service Access**
Conduct ADA compliance gap closure review	Assess progress on Year 1 and 2 accessibility improvements and address remaining gaps	ADA Compliance Program Manager and IT	Communications, Facilities, Department leads	Year 3 implementation period	Updated gap inventory; remaining priority gaps assigned with Year 4 timelines	**P3: Accessibility**
Embed accessible design standards in all new City program and facility planning	Make accessibility a standard requirement in how the City designs and launches programs	ADA Compliance Program Manager and JEDI Office	Facilities, Communications, IT, City Manager's Office	Year 3 implementation period	Accessible design criteria included in project initiation checklists for new programs and facilities	**P3: Accessibility**
Conduct Year 3 pulse check with staff and community	Assess how JEDI implementation is being experienced at the mid-point of the five-year plan	JEDI Office	HR, CCE, Equity Champions, community partners	Year 3 implementation period	Pulse check completed; results published publicly; findings informing Year 4 actions	**P4, P6: Engagement and Accountability**

YEAR 3 — JULY 2028 TO JUNE 2029: Refine and Sustain						
Year 3 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Sustain and deepen trusted messenger network with documented community feedback loops	Move trusted messenger relationships from pilot to program	JEDI Office	CCE, Community Services, Housing and Community Development	Year 3 implementation period	Trusted messenger network operational; community feedback documented and integrated into plan updates	**P4: Community Engagement**
Conduct comprehensive policy equity audit using three years of data	Identify which City policies are producing equitable outcomes and which need revision	JEDI Office and City Manager's Office	Legal, Department Directors, Finance	Year 3 implementation period	Policy equity audit completed; findings published; revision priorities identified for Years 4 and 5	**P5: Equity in Policy and Decisions**
Report three-year JEDI progress publicly with trend data	Provide residents and Mayor and Council with a longitudinal picture of change	JEDI Office and CCE	IT, Finance, City Manager's Office	April–June 2029	Three-year public progress report published with trend data across all seven priorities	**P6: Data, Accountability, Governance**

YEARS 4 AND 5 — JULY 2029 TO JUNE 2031: Institutionalize and Demonstrate Durable Change						
Year 4&5 Action	**Purpose**	**Suggested Lead**	**Key Partners**	**Timing**	**Evidence of Progress**	**Strategic Priority**
Institutionalize JEDI literacy as an organizational standard; integrate into all department work plans	Make JEDI a permanent organizational expectation, not a periodic initiative	City Manager's Office and JEDI Office	All departments, HR, Equity Champions	Years 4 and 5	JEDI included in all departmental annual work plans; organizational literacy assessments sustained	**P1: Shared Understanding**
Assess and narrow remaining gaps in language access, with focus on communities still underserved	Ensure no major language community remains effectively excluded from City services	JEDI Office and HR	IT, CCE, Department leads, community partners	Years 4 and 5	Language access data shows narrowing gaps; service access improving for multilingual residents	**P2: Language and Service Access**
Close remaining ADA compliance gaps and embed accessibility review into all future City projects	Move from remediation to prevention as the primary accessibility strategy	ADA Compliance Program Manager and City Manager's Office	IT, Facilities, Department Directors	Years 4 and 5	Remaining compliance gaps closed; accessibility review embedded in project initiation standards	**P3: Accessibility**
Sustain trusted messenger network as a permanent community engagement infrastructure	Move community engagement from project to ongoing organizational practice	JEDI Office and CCE	Community Services, Housing and Community Development, community partners	Years 4 and 5	Trusted messenger network sustained; community feedback loops operational and publicly reported	**P4: Community Engagement**

Implement policy revisions identified in Year 3 equity audit	Translate audit findings into policy change	City Manager's Office, JEDI Office, and Legal	Department Directors, Finance	Years 4 and 5	Policy revisions adopted; progress on policy equity publicly reported	**P5: Equity in Policy and Decisions**
Demonstrate measurable progress toward equitable outcomes across all seven priorities with five-year trend data	Hold the City accountable to results, not only activities	JEDI Office and City Manager's Office	IT, Finance, CCE, Mayor and Council	Year 5 annual report	Five-year public progress report completed; trend data shows narrowing of identified equity gaps	**P6: Data, Accountability, Governance**
Conduct Year 5 pulse check; assess community and staff experience across five years; plan next cycle	Close the five-year plan with honest assessment and a clear path forward	JEDI Office	HR, CCE, Equity Champions, community partners, Mayor and Council	April–June 2031	Year 5 pulse check completed; results published; recommendation on Year 6 through 10 plan structure presented to Mayor and Council	**P6 and P7: Governance and Infrastructure**

VIII. Conclusion

Rockville's JEDI mission is **Equitable Outcomes for All**, and that mission is the standard against which this plan should be measured. Rockville is not starting from nothing. The City already has policies, resolutions, tools, programs, and, most importantly, staff, Equity Champions, and community partners who have spent years building the foundation for this work. The planning process did not reveal a City without a commitment to justice, equity, diversity, and inclusion. It revealed a City where that commitment is not yet consistently visible, measurable, or accessible in everyday practice. The central challenge is closing the distance between the City's stated values and what residents and staff experience day to day.

That is the gap staff and community members asked the City to address. Staff asked for clarity through plain-language definitions, role-specific tools, practical training, and leaders who treat JEDI as an organizational standard rather than an aspiration. Community members asked for greater access through language support, accessible communication, broader geographic and demographic representation, and continued listening beyond a single round of outreach. Closing these gaps cannot be the responsibility of the JEDI Office alone. The office can guide, coordinate, and build capacity, but implementation requires shared ownership across departments, supervisors, Human Resources, Communications, Equity Champions, Mayor and Council, community partners, and residents. Accountability must also remain public. Residents should be able to see what the City committed to, what has been completed, what remains underway, and what changes when barriers are identified. Pulse checks, trusted messenger relationships, community feedback, and annual public reporting will help sustain that accountability throughout the five years of this plan, particularly with residents and staff who were not fully reached during the initial planning process.

This work will not be completed through one training, one office, one report, or one year, and this plan does not suggest otherwise. Progress will come through sustained decisions, consistent leadership, shared responsibility, and continued learning over time. Success will not be defined only by a completed checklist. It will be visible when a resident can find and access a City service in a language they understand; when a staff member knows how to respond when a colleague raises a concern; when a neighborhood no longer questions whether it is seen; and when a person with a disability can read a City communication, participate in a public meeting, and cast a ballot without needing assistance to do so.

This plan gives Rockville a structure for moving from values to practice, from isolated efforts to shared ownership, and from promises to visible results. The next chapter of this work will be written through the choices Rockville makes every day, and through whether those choices produce equitable outcomes that residents and staff can see, feel, and trust.

Appendix A. References

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Appendix B. Key Terms and Shared Language

Words matter. When people use the same words in different ways, the work becomes harder to explain, harder to apply, and harder to measure. For Rockville's JEDI Strategic Plan, shared language gives staff, residents, leaders, boards and commissions, and community partners a common starting point.

This section is not meant to be a textbook glossary. It is a practical guide for how key terms are used in this plan. These definitions help connect values to daily work, including City services, staff culture, communication, policy review, community engagement, and accountability.

Additional Terms That Shape the Work

The following terms also appear throughout this plan.

Term	Definition
Belonging	Belonging means feeling welcomed, valued, and genuinely included in a community, workplace, program, or public space. It goes beyond access. It asks whether people feel respected and able to participate as themselves.
Accessibility	Accessibility means designing programs, services, communications, facilities, technology, and processes so that people with disabilities and others who face access barriers can use them. Accessibility includes physical access, digital access, communication access, sensory access, and the ability to participate without unnecessary burden.
Intersectionality	The recognition that people hold multiple identities at the same time, and that those identities intersect in ways that shape their experiences of advantage and disadvantage. A person may face different treatment based on their race, gender, age, disability status, income, and other factors considered together, not separately.
Historically Excluded Populations	Groups who have been denied access and have experienced past institutional discrimination. It is used instead of 'minority' or 'marginalized population' because it is rooted in documented fact and avoids language that diminishes or minimizes the experiences of those affected.
Targeted Universalism	An approach to service and policy design in which systems are built to help those who need support the most, with the result that everyone benefits. When a curb cut is installed for a wheelchair user, it also helps people pushing strollers, carts, and bicycles. When language access is improved for non-English speakers, communication systems become clearer overall.
Equity Lens	A way of examining decisions, policies, programs, and services by asking how they affect different groups of people, particularly those who have historically experienced exclusion or unequal treatment. Applying an equity lens means asking: who benefits from this? Who is left out? What changes would make the outcome more equitable?

Term	Definition
Equity Impact Statement	A structured analysis completed before a decision, program, or policy is adopted, designed to assess how the proposed action may affect historically excluded populations and other groups. Rockville's Three-Part Impact Statement for Agenda Action Items, known as the 3E's, is an existing tool that functions as an equity impact mechanism.
Language Access	The availability of services, information, and communication in the languages spoken by residents, so that people who do not speak English as a primary language can access City services, participate in City processes, and understand their rights and options. Language access is both an equity value and a civil rights responsibility.
Accountability	The responsibility of the City to follow through on its JEDI commitments, report on its progress honestly and publicly, and make corrections when results fall short. Accountability in this plan means clear timelines, responsible parties, and public reporting rather than internal review only.

Terms to Use Carefully

Language shapes how people are seen and treated. The words the City uses in communications, program materials, policies, and public meetings send signals about who is valued and how the City thinks about the people it serves.

The language the City uses should reflect dignity, accuracy, and respect.

Use **Historically Excluded Populations** when referring to groups that have experienced institutional exclusion or discrimination.

Avoid using **minority** or **marginalized population** unless quoting a source or using a formal program term.

Use **people with disabilities** rather than “the disabled.” Recognize that disability is broad and includes physical, sensory, cognitive, intellectual, neurological, mental health, chronic illness, visible, non-apparent, and invisible disabilities. Many people with non-apparent disabilities do not disclose them at work or when accessing services, and they should not have to in order to receive fair treatment. Avoid the word 'special' as a standalone modifier for disability-related accommodations or needs.

Use **residents experiencing homelessness** or **unhoused residents** rather than labels that reduce people to their housing status.

Use **residents who speak languages other than English**, **multilingual residents**, or **non-English-speaking residents** rather than language that frames people as deficient. The City's community listening and staff focus group findings describe language access as one of the

most significant equity gaps in service delivery. The language the City uses to describe this population should reflect respect, not limitation.

Avoid using **vulnerable** or **at-risk** as a general label for people or communities. When possible, name the actual barrier, risk, or condition being discussed. The word can unintentionally frame people as passive recipients rather than as residents with rights, agency, and priorities of their own. When describing residents who face specific barriers or risks, name those barriers and risks specifically.

Data Language and Demographic Categories

Consistent data collection is part of JEDI accountability. Rockville has developed guidance for standardized demographic data collection to improve the City's ability to compare information across programs and departments and support civil rights reporting.

The guidance states that race, ethnicity, and gender data should not be collected through visual observation. Respondents should be able to self-identify.

Minimum Race and Ethnicity Categories	Minimum Gender Categories
American Indian or Alaska Native Asian Black or African American Hispanic or Latino Middle Eastern or North African Native Hawaiian or Pacific Islander White	Male Female Prefer not to answer ***Note:*** *Additional sexual orientation identification options may be included where appropriate. Variations from the standard categories require approval from the City Manager's Office.*

These categories are not meant to define or limit people. They are tools for understanding who is being reached, who may be missing, and where the City may need to improve access, service delivery, and outcomes.

Appendix C. Year 1 Roadmap Gantt View

Rockville JEDI Strategic Plan — Year 1 Roadmap (Section V)

August 2026 – June 2027 | Gantt view of Year 1 actions by strategic priority

Year 1 Action	Suggested Lead	Timing	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027
P1: Build Shared Understanding & JEDI Capacity													
Develop plain-language JEDI orientation for all staff	JEDI Office	Aug 2026 – Dec 2026	■	■	■	■	■						
Create role-specific JEDI learning tools for key staff groups	JEDI Office	Oct 2026 – Mar 2027			■	■	■	■	■	■			
Equip supervisors with tools to address JEDI, microaggressions & inclusive culture	JEDI Office & HR	Oct 2026 – Mar 2027			■	■	■	■	■	■			
P2: Strengthen Inclusive Service Delivery & Language Access													
Conduct language access process review	JEDI Office & ADA Compliance Mgr	Aug 2026 – Dec 2026	■	■	■	■	■						
Develop and distribute language access guide for all City staff	JEDI Office	Oct 2026 – Mar 2027			■	■	■	■	■	■			
Assess language stipend model & explore centralized multilingual roster	JEDI Office & HR	Nov 2026 – Mar 2027				■	■	■	■	■			
Add language preference fields to priority service systems where feasible	IT & JEDI Office	Jan 2027 – Jun 2027						■	■	■	■	■	■
P3: Advance Accessibility, Disability Inclusion & Inclusive Design													
Conduct accessibility review of priority resident-facing communications	ADA Compliance Mgr & Communications	Aug 2026 – Dec 2026	■	■	■	■	■						
Develop and apply accessibility checklist for public meetings/events	ADA Compliance Program Manager	Oct 2026 – Mar 2027			■	■	■	■	■	■			
Strengthen staff guidance on disability inclusion & accommodation processes	JEDI Office & HR	Nov 2026 – Mar 2027				■	■	■	■	■			
Review website visibility of disability-related advisory structures	Communications & City Clerk	Oct 2026 – Dec 2026			■	■	■						
P4: Deepen Community Engagement to Reach Underrepresented Voices													
Develop a trusted messenger engagement strategy	JEDI Office	Aug 2026 – Dec 2026	■	■	■	■	■						
Create and begin implementing a continued listening plan	JEDI Office	Oct 2026 – Mar 2027			■	■	■	■	■	■			
Review engagement timing, locations, formats & communication channels	JEDI Office & Communications	Oct 2026 – Dec 2026			■	■	■						
Explore options for renter voice & neighborhood representation	City Manager's Office	Jan 2027 – Jun 2027						■	■	■	■	■	■

Year 1 Action	Suggested Lead	Timing	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Jan 2027	Mar 2027	Apr 2027	May 2027	Jun 2027
P5: Embed Equity in Policies, Programs, Budgets & Decisions												
Review and refine the 3E's Three-Part Impact Statement process	City Manager's Office & JEDI Office	Aug 2026 – Dec 2026	■	■	■	■	■					
Align the Budget Equity Toolkit with Year 1 JEDI priorities	Finance & JEDI Office	Nov 2026 – Feb 2027			■	■	■	■				
Conduct a policy & program alignment review (JEDI Analysis Memo baseline)	JEDI Office & City Attorney	Jan 2027 – Mar 2027					■	■	■			
Develop JEDI orientation & guidance for boards and commissions	JEDI Office & City Clerk	Jan 2027 – Jun 2027					■	■	■	■	■	■
P6: Build Data, Accountability & Governance for Implementation												
Establish a JEDI implementation governance structure	City Manager's Office & JEDI Office	Aug 2026 – Dec 2026	■	■	■	■						
Develop Year 1 JEDI progress report template & dashboard structure	JEDI Office & Communications	Oct 2026 – Jun 2027		■	■	■	■	■	■	■	■	■
Apply standardized demographic data guidance to priority programs	JEDI Office & IT	Jan 2027 – Jun 2027					■	■	■	■	■	■
Establish an annual JEDI plan review and update process	City Manager's Office & JEDI Office	Apr 2027 – Jun 2027								■	■	■
P7: Strengthen JEDI Infrastructure, Capacity & Communication												
Assess JEDI office capacity and implementation support needs	City Manager's Office	Aug 2026 – Sep 2026	■	■								
Formalize the JEDI/Equity Champions structure & support model	JEDI Office & HR	Aug 2026 – Dec 2026	■	■	■	■						
Explore a public-facing naming & communication strategy	JEDI Office & Communications	Oct 2026 – Jun 2027			■	■	■	■	■	■	■	■
Develop and begin implementing plan launch & public awareness campaign	Communications & JEDI Office	Aug 2026 – Sep 2026	■	■								

Legend — Strategic Priorities

- **P1:** Build Shared Understanding & JEDI Capacity
- **P2:** Strengthen Inclusive Service Delivery & Language Access
- **P3:** Advance Accessibility, Disability Inclusion & Inclusive Design
- **P4:** Deepen Community Engagement to Reach Underrepresented Voices
- **P5:** Embed Equity in Policies, Programs, Budgets & Decisions
- **P6:** Build Data, Accountability & Governance for Implementation
- **P7:** Strengthen JEDI Infrastructure, Capacity & Communication

Figure 8. Year 1 Roadmap Gantt View

JEDI Strategic Plan Adoption

Jeanne Booth, LCSW, Director, Office of JEDI
Dr. Patricia Morgan, CEO, The Executive Learning Lab (TELL)
July 27, 2026

City of Rockville

Outline

I. Process Review & Existing Foundation

II. What We Heard

III. The Seven Strategic Priorities

IV. The One-Year Roadmap

V. Measurement, Accountability & Governance

VI. Recommended Action

Purpose Review

Why This Matters:

- Assess current JEDI landscape across City operations and the community
- Identify strengths, gaps, and opportunities for improvement
- Develop an actionable 5-year strategic roadmap with measurable outcomes

Desired Outcomes:

- Enhanced organizational culture and employee experience
- Strengthened community trust and partnership
- Equitable service delivery and access across all populations
- Sustainable JEDI framework integrated into City operations

- Grounded in a citywide staff survey, 9 staff focus groups, and 9 community listening sessions
- Reviewed against Rockville's existing policies, regulations and programs
- Organized around 7 strategic priorities, a Year 1 roadmap, and a five-year implementation plan
- Built with a public accountability structure so progress can be tracked by residents, staff & Council



Where We've Been

A recap of the process that produced this plan

Process Timeline: January – July 2026

Seven months, five phases, one continuous engagement process

Jan-Feb	Mar	Apr	May-Jun	Jul
Project Initiation	**Internal Launch**	**Engagement**	**Analysis & Planning**	**Finalization**
Tell engaged as contractor; kickoff with JEDI Office and Equity Champions	Mayor & Council work session; staff survey and focus groups launched	Staff survey closes; community listening sessions held	Findings presented to Mayor & Council; strategic planning sessions with Equity Champions	Plan finalized; presented to Mayor & Council for adoption

Engagement By the Numbers

A 360-degree assessment: internal workforce and external community





Rockville's Existing Foundation

What we reviewed before writing a single recommendation

What We Reviewed: Existing Policies, Tools & Programs

Rockville is not starting from scratch. This plan builds on a real foundation

Existing Foundation Area	Key Examples
Equity in Decision-Making & Governance	3E's Impact Statement; Budget Equity Toolkit; Resolution 10-21
Civil Rights, Human Rights & Accessibility	Title VI Resolution 09-22; Human Rights Ordinance 14-18; Resolutions 12-21, 16-23, 17-23
Housing, Youth & Community Programs	MPDU programs; ROCK-KIDZ; Latino Youth Development; Linkages to Learning
Public Safety, Community Trust & Response	Impartial Policing General Order 05-27; Disability & Mental Illness Response GOs; Implicit Bias training
Standardized Demographic Data	Citywide minimum race, ethnicity & gender categories; self-identification standard
Inclusive Procurement & Economic Opportunity	Minority, Female, Disabled, or Veteran-Owned Business Outreach Program

What the Review Told Us

Foundation and practice are not the same thing

The gap is not a lack of commitment — it's consistency across departments

This plan's job is to connect, align, and strengthen what already exists

Every strategic priority in this plan is built to close a specific, evidenced gap

"Having policies and programs in place is not the same as making those commitments visible in daily practice. Staff described JEDI as work that happens in some places but is not yet consistently embedded across the organization."

What We Heard

Staff survey, staff focus groups, and community listening sessions



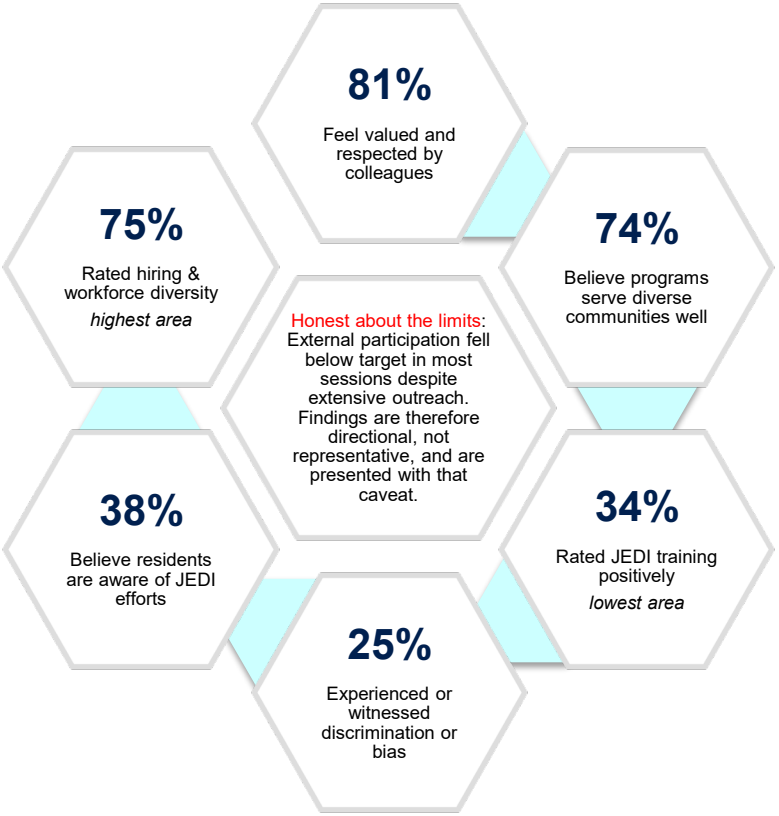
Key Themes at a Glance

Eight themes emerged consistently across every source of engagement

JEDI needs to move from values to daily practice	Staff need clearer guidance, tools & role-specific training	Language access & communication are recurring gaps	Disability access needs to be understood more broadly
Community engagement must reach beyond established networks	Data, measurement & accountability need to be more visible	JEDI work needs clearer governance, ownership & persistence	Programs exist, but residents don't always know how to find them

Staff Survey: The Numbers

Collected March 16 – April 21, 2026 – 210 responses – 38.3% response rate – all 13 departments



Staff Survey: Areas of Strength

Real organizational assets this plan builds on, not starting from zero

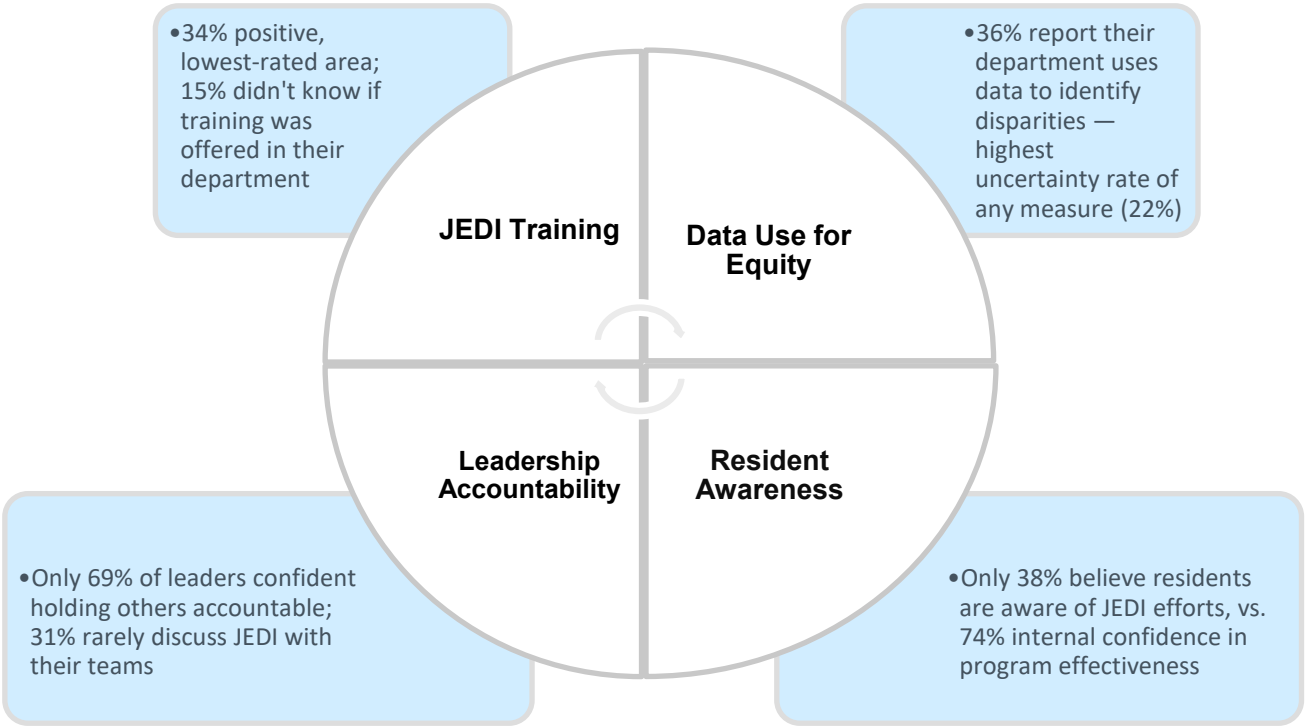
- 75% Positive - The highest rated of all JEDI program areas measured
- Most frequently cited strength in open ended responses – staff see it as a real signal, not just a policy statement



- 98% of leaders are confident creating inclusive team environments; 82% feel supported by city leadership
- 81% of employees feel valued & respected by colleagues regardless of identity

Staff Survey: Areas Requiring Action

Where the data points directly to, is what this plan must fix



An Equity Lens: Who Is Being Left Behind

There are disparities across the workforce

Group	Key Finding
Frontline Staff	Rated 7 of 8 program areas lower than other groups; report higher discrimination rates vs. managers
Women	Microaggressions at nearly 2x the rate of men (48% vs. 27%)
Black/African American Staff	Lower authenticity & voice ratings; higher discrimination & microaggression rates
Hispanic/Latino Staff	Highest discrimination & microaggression rates; gap on advancement access
Newer Employees (<1 yr)	Lower on hiring, language access, accommodations & community engagement

What Staff Focus Groups Added

Nine sessions, April & June 2026, how things show up in daily work

Shared Definition of JEDI	• Many frontline staff participants had never heard the acronym before the focus group; no role-specific model for daily practice
Language Access is a Systemic Gap	• The language line is underused; the informal language bank increases burden on bilingual staff
Culture is Supervisor Dependent	• Staff experience of workplace culture is determined almost entirely by their immediate supervisor, not the organization

Community Listening: Outreach & Geographic Equity

What residents and community partners told us

Geographic Equity Matters

"The east side feels like it doesn't get heard."

Rockville Pike (Rte. 355) was named repeatedly as a visible dividing line. Twinbrook was specifically named as receiving less investment, fewer resources, and less civic attention.

Outreach Reaches the Already-Connected

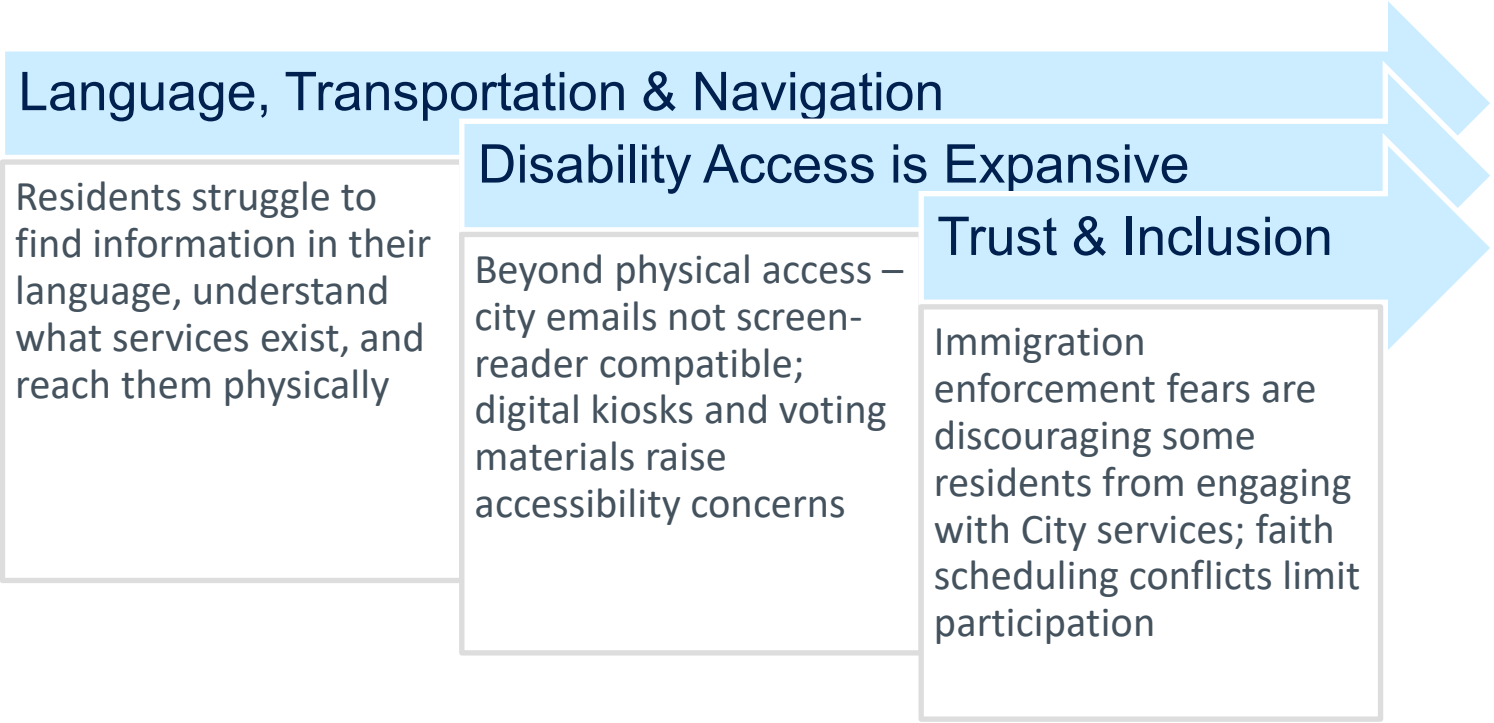
"If it's on email or a computer, we're only hearing from the same people"

Email, newsletters, and online channels reach residents already subscribed – not those working multiple jobs, new to Rockville, or outside civic networks.

Approximately 40% of Rockville residents speak a non-English language at home — underscoring why multilingual, multi-channel outreach is a central plan priority, not an add-on.

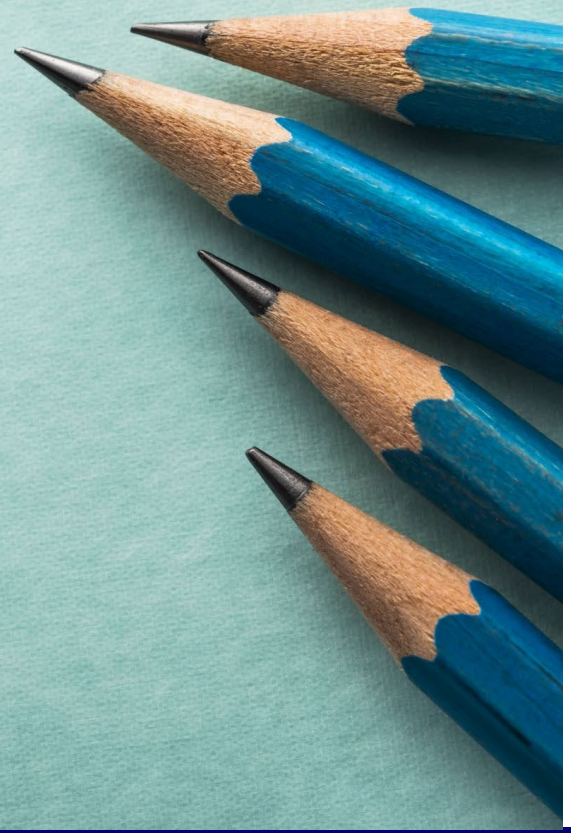
Community Listening: Language, Trust & Accessibility

Barriers that compound for residents already facing more obstacles



The Seven Strategic Priorities

What emerged from the evidence, & where the plan focuses Year 1 and beyond



Strategic Priorities

Seven connected areas of focus – not seven separate projects

1. Build Shared Understanding & Practical JEDI Capacity
2. Strengthen Inclusive Service Delivery & Language Access
3. Advance Accessibility, Disability Inclusion & Inclusive Design
4. Deepen Community Engagement & Reach Underrepresented Voices
5. Embed Equity in Policies, Programs, Budgets & Decisions
6. Build Data, Accountability & Governance for Implementation
7. Strengthen JEDI Infrastructure, Capacity & Communication

The Seven Strategic Priorities in Detail

Priorities 1 – 2: Shared Understanding & Inclusive Service Delivery

Priority 1 Build Shared Understanding & Practical JEDI Capacity	Priority 2 Strengthen Inclusive Service Delivery & Language Access
Why it matters: Staff across every department described uncertainty about what JEDI means for their daily work. Without shared understanding, every other priority becomes harder to implement.	*Why it matters:* Equitable service depends on more than program availability — it depends on whether residents can find and access programs in their own language.
What progress looks like: Staff can describe, in plain language, what JEDI means for their role. Training is practical, shorter, and role-differentiated. New staff meet JEDI at onboarding.	*What progress looks like:* Reliable, publicized language support. Service registration systems capture language preference. Residents report greater awareness of City supports.

The Seven Strategic Priorities in Detail

Priorities 3 – 4: Accessibility & Community Engagement

Priority 3 Advance Accessibility, Disability Inclusion & Inclusive Design	Priority 4 Deepen Community Engagement & Reach Underrepresented Voices
Why it matters: Accessibility is legal and civic responsibility — physical, digital, communication, and procedural. Community listening surfaced specific, documented barriers in each area.	*Why it matters:* The people who most need equitable outcomes are often least represented in the processes that shape them — reflected directly in this planning process itself.
What progress looks like: City emails are screen-reader accessible. Accommodation requests route through HR with clear timelines. The Disability Community Advisory Group is visible on the website.	*What progress looks like:* A standardized engagement plan using trusted intermediaries. Geographic equity tracked as part of the city's accountability framework.

The Seven Strategic Priorities in Detail

Priorities 5 – 6: Policy Alignment & Accountability

Priority 5 **Embed Equity in Policies, Programs, Budgets & Decisions**	**Priority 2** **Build Data, Accountability & Governance for Implementation**
Why it matters: Training and awareness alone can't produce equitable outcomes if underlying budget and policy processes don't reinforce it. This is where values become institutional practice.	Why it matters: A strategic plan is only as strong as its accountability structure. Without clear goals and public reporting, priorities fade when other demands compete for attention.
What progress looks like: The 3E's used in project planning and the Budget Equity Toolkit are utilized consistently, not selectively. Boards and commissions recruitment actively tracks representation over time.	What progress looks like: A public JEDI progress dashboard. Responsible parties named for every action. Annual reports available to residents, staff, and elected officials.

The Seven Strategic Priorities in Detail

The infrastructure that carries the other six

Priority 7 **Strengthen JEDI Infrastructure, Capacity & Communication**	**How the Priorities Work Together**
A two-person JEDI office cannot carry this plan alone. This priority formalizes shared ownership: a defined Equity Champions structure, clear roles for other departments, and a plain-language public communication strategy.	*Training builds capacity. Capacity improves services. Better services require language access and disability inclusion. Accessibility and inclusion require proactive community engagement. Engagement improves policy and program design. Policy alignment creates structural equity. Data and accountability make all of it visible, measurable, and sustainable.*



The One-Year Roadmap

Turning seven priorities into dated, owned, trackable action

Year 1 Implementation Phases

The goal of Year 1 is to build the foundation

Jul – Aug 2026	Aug – Sep 2026	Oct – Dec 2026	Jan – Mar 2027	Apr – Jun 2027
Preparation & Readiness	***Launch & Awareness***	***Early Implementation & Pilots***	***Expansion & Refinement***	***Progress Review & Year 2 Planning***
Confirm leads for each action	Public launch to staff, residents & community partners	Pilot tools; stand up governance structure	Expand what's working; begin tracking measures	Publish Year 1 report to the Mayor & Council & community

Year 1 Roadmap: Priority Highlights

One representative action per priority & leads, partners for every action

	Year 1 Action	Leads
P1	Plain-language JEDI orientation for all staff	JEDI Office + HR
P2	Language access process review & staff guide	JEDI Office + ADA Compliance
P3	Accessibility review of resident-facing communications	ADA Compliance + Communications
P4	Trusted messenger engagement strategy	JEDI Office + Community Services
P5	Review & refine the 3E's Impact Statement process	City Manager's Office + JEDI Office
P6	Establish JEDI implementation governance structure	City Manager's Office + JEDI Office
P7	Formalize the Equity Champions structure & support model	JEDI Office + HR

Resource & Capacity Considerations

Being honest about what it will take to deliver Year 1

- ❑ Shared ownership is required across all department directors.
- ❑ Equity Champions are currently performing JEDI actions as “other duties assigned” thus formalizing their role is a Year 1 action
- ❑ Some Year 1 actions will be most effective with some additional capacity

The JEDI office — currently the Director and the ADA Compliance Program Manager — can guide, coordinate, and support this plan. It cannot implement the full roadmap alone.



The Five-Year Implementation Plan

2026 – 2030 How Year 1 becomes durable, institutional practice

The Five-Year Arc

Each year builds on the last – nothing here depends on a single office, leader, or budget cycle

Year 1 *2026-2027*	**Years 2 – 3** *2027 - 2029*	**Years 4 – 5** *2029 - 2031*
Build the Foundation	**Deepen & Expand**	**Institutionalize & Sustain**
Shared language, structures, tools, and relationships established	Roll out across every department; expand community reach; strengthen data	JEDI practice embedded as organizational standard, not a periodic initiative



Measurement, Accountability & Governance

How the city and the public will know the plan is working

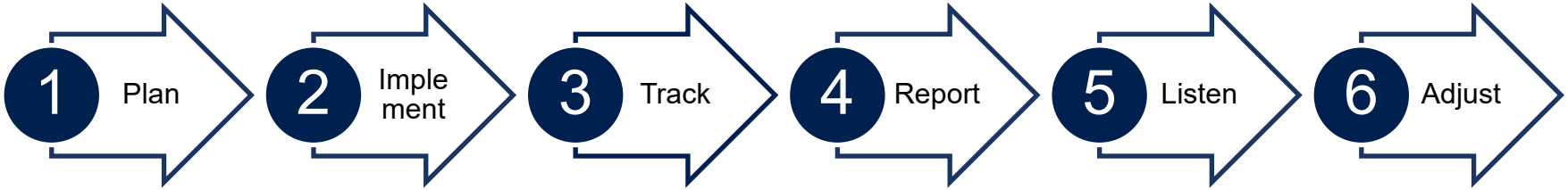
Governance Structure: Who Owns What

Clear roles so implementation doesn't depend on any one office

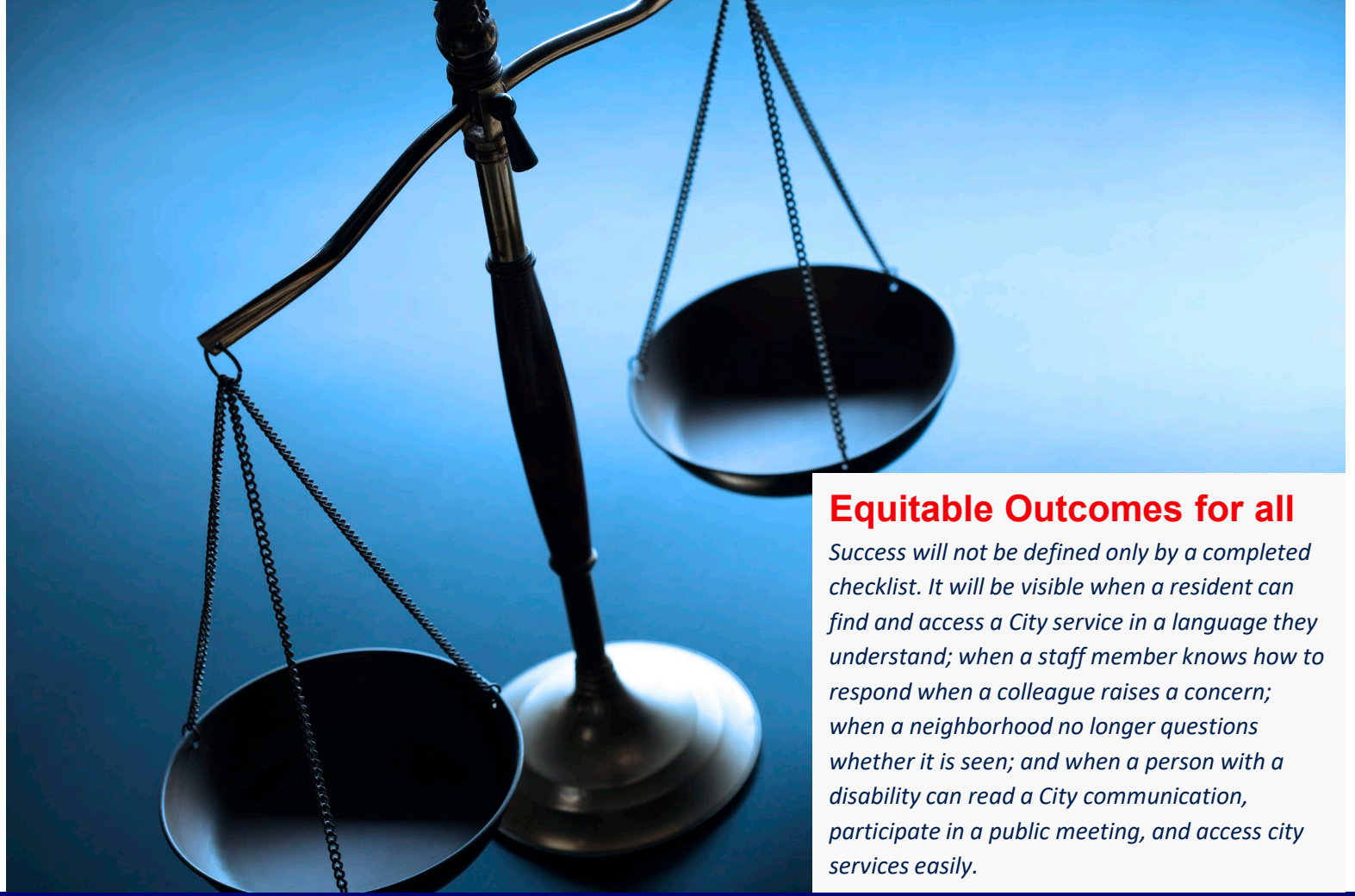
Role	Responsibility
Mayor & Council	Set direction, receive progress reports, align JEDI priorities with City budget and policy decisions
City Manager's Office	Coordinate cross-department accountability; integrate JEDI into departmental work plans
JEDI Office	Guide, coordinate, advise, and build capacity — not the sole implementer
All Department Directors	Own implementation within their departments; assign staff time; report on progress
Partner Directors	Co-lead training, accessibility, data systems, and budget alignment respectively

The Accountability Cycle & Public Reporting

Commitment, not just plans – tracked publicly every year



Jan – Mar 2027: Mid-year review presented to Mayor & Council
By June 2027: First public annual progress report in plain language via Rockville website
Every year, 2026 – 2030: Residents, staff and Council can always answer: What did the city commit to? What has been done? What's next?



Equitable Outcomes for all

Success will not be defined only by a completed checklist. It will be visible when a resident can find and access a City service in a language they understand; when a staff member knows how to respond when a colleague raises a concern; when a neighborhood no longer questions whether it is seen; and when a person with a disability can read a City communication, participate in a public meeting, and access city services easily.

Recommended Action

Staff recommends that the Mayor and Council adopt the JEDI Strategic Plan, formally establishing the City's five-year direction for Justice, Equity, Diversity, and Inclusion (JEDI) work.

Suggested Motion: "I move to adopt the JEDI Strategic Plan"

Next Steps

- ❑ Finalize and launch comprehensive communication plan to Introduce the plan publicly to staff, residents, and community partners.
- ❑ Begin foundational staff awareness work. Share plain-language materials.
- ❑ Begin Equity Champions structure development.
- ❑ Activate early community engagement steps.

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: WORKSESSION
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: ANNE O'DELL

Subject

Chapter 4 Arts and Cultural Affairs Ordinance Revisions

Department

City Manager's Office (CMO)

Discussion

At the November 3, 2025, work session with the Mayor and Council, staff proposed administrative revisions to Chapter 4 Arts and Cultural Affairs Ordinance. The direction given by the Mayor and Council to staff was to collect the Cultural Arts Commission's (CAC) comments on the suggested administrative revisions. On February 11, 2026, the CAC approved its comments (Attachment 1: CAC Chapter 4 Ordinance Revision Comments). A summary of the comments is:

Preamble: The CAC agrees on including a Preamble; disagrees on differentiating the Arts and Culture Program from Recreation and Parks.
Article II: The CAC does not see process, budget, or project management responsibilities in the Article.
Article III: The CAC mostly agrees; wants the entire CAC recognized; comments on community engagement, approval of projects, and continuing funding of AIPP and AIPA.
Article IV: Comments about administrative processes, definitions, and locations of artworks.
Additional comments: Recommended comparing jurisdictions for the AIPD recommendations, and general administrative recommendations.

It should be noted that the CAC's comments about the proposed Public Art Committee indicate the committee does not exist. The CAC created a Public Art Committee in FY26.

Having reviewed the CAC's comments, staff requests feedback from the Mayor and Council on the following:

Does the Mayor and Council support:

1. Merging Incorporating Works of Art in Public Architecture and Art in Public Places Articles into one Public Art Program Article?
2. The recommendations for the Publicly Accessible Art in Private Development Article?
    a. Redefine acceptable art forms.
    b. Clearly define "publicly accessible.“
    c. Define roles in program administration.
    d. Eliminate the option to remove artwork.
    e. Change formula to determine required contributions.
    f. Modify the options for how contributions can be applied.
3. Enhanced community engagement in public art program delivery?
    a. Modify administrative processes to consistently meet standards and expectations.

Resources:

- November 3, 2025, work session on Chapter 4 Arts and Cultural Affairs Ordinance: https://rockvillemd.legistar.com/MeetingDetail.aspx?ID=1287326&GUID=4293DEC0-7C08-47B9-96AD-6E6884ABCD6F&Options=info|&Search=
- Chapter 4 Arts and Cultural Affairs Ordinance: https://library.municode.com/md/rockville/codes/code_of_ordinances?nodeId=CICO_CH4ARCUAF
- 2019 Arts and Culture Study: https://www.rockvillemd.gov/wp-content/uploads/2025/05/2019-Arts-and-Culture-Study.pdf
- Public Art in Private Development Database: https://explore.publicartarchive.org/papd-database/#browsedb

Boards and Commissions Review

The CAC has reviewed the administrative revisions recommended in the first work session, and their comments are attached (Attachment 1: CAC Chapter 4 Ordinance Revision Comments).

Next Steps

Staff will draft a revised ordinance based upon the Mayor and Council’s feedback, present the revised ordinance to the CAC, and present the draft to the Mayor and Council for approval.

Attachments

CAC Chapter 4 Ordinance Revision Comments, Chapter 4 Revisions_Workession 2

Cultural Arts Commissioner Comment Form for Chapter IV Ordinance Revisions

Please type your comments into the boxes into the column on the right below. The boxes will expand to provide more space as you type. Comments that are most helpful are those that address the substance of the proposed revisions rather than making suggestions for or revising text. Please review the following definitions that can assist with determining what is appropriate for inclusion in an Ordinance.

- Ordinance – A legal document that directs what shall and, therefore, must be done.
- Policy – A statement of guiding principles.
- Plan – A detailed list of steps and timelines for achieving goals. May include references for guiding policies and ordinances to provide context for the steps and timelines.
- Guidelines – General rules for how a program is administered and managed.

Please type your name here:

Preamble	**Commissioner comments**:
1) Establish focus and scope of work for the Arts and Culture Program. a) Differentiate Arts and Culture Program work from the Recreation and Parks Department's arts and culture programming. b) Establish scope of integrating arts and culture into economic and community development and tourism.	The CAC subcommittee agrees with the need for a preamble and recommends that this section of the ordinance provide overall values and principles to guide the City's investment of tax-payer dollars in arts and culture. The intent of the preamble should be to provide guidance to all City programs that integrate arts and culture, including those managed by the Recreation and Parks Department. It is unclear to the subcommittee as to why the ordinance would need to differentiate between Recreation and Parks department work and work led by the city manager's office in the preamble. Because programmatic work is subject to frequent

	changes, inclusion of any specific programs in the preamble, regardless of what division or office leads them, would likely result in an ordinance that was quickly outdated.
Article II: Cultural Arts Commission 1) Move process-related language to program guidelines because guidelines are more easily updated than ordinances. Guidelines need to be responsive to how the community evolves. **2)** Move budget and project authorities to staff because there is now staff capacity to do this work.	**Commissioner comments**: 1.) It's unclear what process-related language is referenced in this proposed revision. The CAC subcommittee does not see a need for this change and requests the opportunity to review proposed tracked changes to the current ordinance from city staff to clarify. 2.) The current ordinance does not include project or budget authorities beyond providing recommendations to Mayor and Council, which the CAC subcommittee recommends remain part of the scope of the CAC's responsibilities. Therefore, the subcommittee does not see the need for this change and requests the opportunity to review proposed tracked changes to the current ordinance from city staff to clarify. Overall note - when these revisions were presented to Mayor and Council, it was said that the CAC's charter had not been updated since 1975. This section of the ordinance was revised and approved very recently by Mayor and Council on July 31, 2023. Because this section was recently updated and went through extensive vetting, the CAC subcommittee thinks that it still is an accurate reflection of the priorities for the CAC and does not see the need for additional changes at this time.

Article III: Public Art Program 1) Combine current Article III Works of Art in Public Architecture and Article V Art in Public Places articles into Article III Public Art Program. a) Do not change the funding mechanisms for these programs. b) Suggested because AIPA and AIPP have the similar purposes and processes. They are essentially the same programs. 2) Define roles in program administration so that planning, budgeting, and project and site selection for the Public Art Program is led by staff in consultation with the CAC's Public Art Committee. 3) Move process-related language to program guidelines because guidelines are more easily updated than ordinances. Guidelines need to be responsive to how the community evolves. 4) Redefine definitions of acceptable public art and eligible sites. a) The field of public art has expanded substantially in the 22 years since the AIPP Article was adopted, and the current definition is limiting.	**Commissioner comments**: 1) The CAC subcommittee notes that the inherent difference between these two programs is that AIPA requires the integration of public art into the planning phase of new building projects, which allows for key considerations (e.g., engineering requirements) for artworks on an architectural scale and may require more input from experts outside of the public art field to ensure safety and viability with building plans. While the AIPP provides a more flexible option for funding public art works in any public setting, it does not include the same commitment to including public art in city buildings and spaces that AIPA does. The CAC subcommittee does not oppose the integration of these two programs, however, it is not clear from the proposed revisions how the new ordinance would continue to ensure that public art remains a vital and required part of City buildings and spaces. Therefore, we recommend that the CAC has the opportunity to review the new proposed ordinance prior to M&C review to ensure that this requirement is retained, clearly tied to the budget of capital improvement projects, and does not instead use AIPP funding. 2) This proposed revision should reference the overall CAC and not a subcommittee within the CAC (that doesn't exist yet), since the CAC has the authority to form subcommittees it deems necessary per its charter.

b) Eligible sites would be in the public realm to allow for integration of Public Art into transportation, housing, community development, and tourism plans; and allow for projects done in partnership with other government and private entities. 5) Modify the administrative process to be one in which: a) Staff leads the development of the Public Art Plan in consultation of the CAC's Public Art Committee, recommended by the CAC to the Mayor and Council, and approved by the Mayor and Council. b) The Mayor and Council approve the Public Art Plan and contracts over $250,000 in alignment with Procurement standards. c) Staff leads project development and site selection in consultation with the CAC's Public Art Committee. d) CAC's Public Art Committee approves final artwork design. e) The Mayor and Council are updated on project progress by staff. 6) Revision #5 is being suggested for the following reasons: a) The Public Art Plan establishes the values and community engagement standards expected by	3) Agree with this proposed revision. Please reference the 2023 draft AIPP implementation plan for the CAC's approved recommendations to inform process in the guidelines. 4) Agree with the need for updated definitions of art (specifically to include performing arts and performance art) and more clarity around eligible sites (specifically to include publicly accessible properties owned/managed by schools and community/homeowner associations, in addition to sectors more broadly suggested in proposed revisions). 5) Since the proposed revisions call for moving process-related language to a Public Art Plan, it is unclear how these proposed revisions would be addressed in the ordinances. The CAC subcommittee recommends that the CAC have the opportunity to review process-related language when staff develops the Public Art Plan prior to M&C review. With that said, the CAC has the following comments for consideration during the development of the Public Art Plan: a) Retain cross-cutting selection committees and full CAC approval for artwork selection - a public art committee (which doesn't exist yet) within the CAC shouldn't be the sole body representing Rockville residents in the selection of public art. b) Refer to the draft AIPP implementation plan developed in 2023 by the CAC and city staff for process recommendations approved by the full CAC. 6) B. The CAC subcommittee recommends that a requirement for broad community engagement at every stage of the public art process be codified in the new ordinance to ensure that this priority is elevated. Process for how and

the Mayor and Council. This establishes the expectations through a broad policy-level, rather than a case-by-case basis for each public artwork proposal. b) Because staff works with colleagues across departments, community engagement standards set by the Mayor and Council are consistently met. c) Staff regularly work across departments and can integrate Public Art into larger city planning initiatives. d) There is the possibility that the Mayor and Council being the final approving authority would result in 1) a Public Art Project included in a Public Art Plan approved by one Mayor and Council not being approved by a succeeding group of elected officials once art has been selected and recommended, 2) in some jurisdictions, an elected official may not like an approved public artwork and would work to actively intervene in the completion of an artwork overriding the community engagement process and CAC recommendation. e) The Mayor and Council would remain a check and balance to ensure the City's executive leadership and their appointed staff are	when community engagement takes place can be clearly outlined in the Public Art Plan. D. Regarding Mayor and Council approval of public art projects - In the 2023 draft AIPP implementation plan, the CAC recommended that M&C approve all public art projects that are intended for assessioning into the City's permanent art collection and that M&C delegate approval of temporary art to City staff in consultation with the CAC. This would allow the City to support more nimble and responsive art projects at a smaller scale within a planned temporary display period, while still maintaining M&C's authority to approve art projects that are intended to have a lasting presence in the community. The CAC recommended a stronger emphasis on funding temporary works to increase the speed, variety, and quantity of public art projects supported by the city, provide more opportunities for local and emerging artists at lower stakes than large scale permanent works, improve the long-term sustainability of the public art program by reducing the need for ongoing maintenance of permanent public art, and to reduce the burden on M&C to approve smaller scale temporary projects. The CAC subcommittee recommends prioritizing M&C approval of permanent works rather than proposing a monetary threshold for M&C approval. Overall note - More clarity is needed on what happens with existing AIPP funds and how funding mechanisms will be used in the future. Use of AIPP funds should not preclude the City from also continuing to set aside funds from capital improvement projects for AIPA. And

carrying out values and standards in program and project development and implementation as approved in the Public Art Plan. f) (Please note that the Mayor and Council want to maintain the final approval of artwork.) <u>Community Benefits with the proposed changes</u>: 1) Ability to combine funding mechanisms into one program. 2) Ability to integrate Public Art into larger city plans and initiatives such as transportation, housing and community development, economic development, and tourism. 3) Ability to be responsive to the community. 4) Ability to integrate Public Art in joint projects with government agencies and private entities.	conversely, the City should continue to fund the AIPP set aside regardless of whether or not capital projects are planned.
Article IV: Public Art in Private Development (AIPD) 1) Redefine definitions of acceptable public art. a. The field of public art has expanded substantially in the 22 years since the AIPD Article was adopted, and the current definition is limiting. 2) Redefine "publicly accessible" a. The article allows for art to be installed indoors where it is not publicly accessible. Public Art should be publicly accessible. 3) Define roles in program administration to provide clarity for how the program is administered.	**Commissioner comments**: 1. The subcommittee notes that a definition of public art might not be applicable for this ordinance since the art is privately owned. 2. Indoor locations that are publicly accessible, like building lobbies should be permitted but perhaps not encouraged. 3. A. The CAC subcommittee notes that the ordinances examples in the public art database provided by city staff from other municipalities often included a Public Art committee that reviewed and approved art in private development. Having review rest solely with the Planning Commission does not seem to be a precedent that is followed by other municipalities. Historically, the CAC has

a. It is not recommended by staff for AIPD program administration to involve the CAC because 1) AIPD is incorporated into the city's Development Review process that already involves the Planning Commission and approval from the Mayor and Council, 2) there is not staff capacity to support CAC involvement in the administration of the AIPD program, 3) staff are professional arts administrators who ensure the Public Art installed on site meets program expectations, 4) the artwork is paid for with private funds and installed on private property, and 5) the development process is complicated and multi-layered, adding another approving body would be onerous for developers. b. It is not recommended by staff that the Ordinance include a provision for an artwork to be removed based upon values because 1) the artwork is installed on private property; 2) the artwork is funded by private dollars; 3) this would likely be considered an infringement upon First Amendment Rights. 4) Eliminate the option for artwork installed on site to be removed after five years at no cost to the developer, or between the first and fifth years at a financial penalty	not been involved in the review of proposed AIPD projects, although the ordinance currently states that the CAC may be involved at the request of the developer. To the subcommittee's knowledge, this has never been requested. If there is a desire from M&C for the CAC to be involved, then perhaps there is an option for the CAC member to be appointed as an ex-officio member of the planning commission, specifically for the purpose of reviewing AIPD plans and providing a recommendation to the Planning Commission. This would eliminate the need for adding another approving body to the process. B. The CAC subcommittee disagrees with proposed revisions that eliminate provisions for when AIPD artwork should be removed. The absence of clear expectations on the maintenance and removal of artwork could potentially cause contentious liability issues for both the City and the property owners. Specifically, the subcommittee recommends that the City strengthen language for prompt removal of artwork that constitutes a public safety hazard or that has fallen into disrepair, and consider stonger penalties for failure to do so, as lack of proper maintenance of AIPD artworks has repeatedly been an issue under the current ordinance. It is unadvisable to include these types of provisions in a separate guidance document in this regard, as guidance doesn't have the same enforceability as city ordinances. The first amendment issues noted by city staff are important to consider, however, the CAC subcommittee recommends that the City's attorneys advise on whether the City is within its rights to impose provisions for the removal of artwork from private property under the first amendment.

on a sliding scale that is contributed to the city's Friends of the Arts Fund. a. Public Art should be permanent. Temporary public artworks are not recommended because they are just as work intensive as permanent public artworks. Developers are not likely to continuously replace public artworks, particularly after housing in multi-family housing developments is sold and becomes the responsibility of HOAs. It is also onerous on city staff to manage such a temporary public art program without proper staffing. 5) Change the formula currently used to determine the required contribution for qualifying projects to 1% of the cost of the development project not to exceed $300,000. a. The practice established in the Public Art Field is for required contributions to be 1% of either the value or cost of the development project. b. Many localities add a maximum cap for the required contribution. c. This simplifies the process and avoids confusion and poor customer service created by the current article. d. Maximum caps in other localities range from $50,000, $100,000, $200,000, and $450,000.	4. Again, eliminating provisions for the removal of AIPD artworks seems like it opens up the City and property owners to potential liability issues. Requiring property owners who "inherit" AIPD artwork to maintain existing works forces them to spend money on artworks that they didn't have a say in the development of, which could potentially also be problematic under the first amendment. Property owners should have the ability to request removal of and be incentivized to replace artworks that have fallen into disrepair, are a safety hazard, or that don't reflect current values (either of the property owner, the city residents who use the property, or both). The comments on temporary art in this proposed revision are unclear, as to the subcommittee's knowledge, temporary art has never been a part of AIPD. 5. The subcommittee recommends that City staff provide references to M&C for specific AIPD programs from comparable and nearby municipalities to review when considering this proposed revision. 6. This proposed revision seems too heavily biased to visual art, which has long been a criticism of the City's public art programs, overall. The proposed revisions seem like it unnecessarily limits how developers and property owners use their own money for the sake of simplifying management of the program. Overall notes - The subcommittee recommends that City staff provide references to M&C for AIPD programs from comparable and nearby municipalities and counties to review when considering this proposed revision. City staff provided the subcommittee with a link

The suggested $300,000 is reasonable given the costs incurred for Public Art, the long-range projected increase of costs, and the highest required contribution to date is in the $300,000 range. 6) Modify the options for how the required contributions can be applied by the developer so that there are only two: to install permanent Public Art on site, the cost of which is equal to 1% of the cost of the development project not to exceed $300,000; or make a contribution to the Public Art Program equal to 1% of the cost of the development project not to exceed $300,000. Contributions would fund Public Art in the area where the development so the property value can still benefit from the Public Art. a. The most frequently selected option for developers is to install art on site, followed by making a contribution to the Friends of the Arts Fund. b. Providing an arts space has only been selected one time. c. Providing arts-based infrastructure has never been selected. d. Providing a monetary contribution to a qualifying arts nonprofit has been the third most selected option.	to a database with sample ordinances, but the subcommittee noted that the database didn't include any examples from Maryland, notably Montgomery County (which uses an Art Review Panel) and only two nearby municipalities: Alexandria, VA (which notably offers a diverse menu of options that includes performing arts and cultural programming) and Arlington, VA. The ordinance revisions should take into account an analysis of the requirements of nearby jurisdictions and how Rockville compares, as these requirements may influence developers' decisions about where to pursue new development projects. The CAC subcommittee recommends that the revised ordinance add more opportunities for recognition to this program as was recommended in Rockville's 2019 Arts and Culture study. For example, there should be inventories of AIPD artworks and records of amounts spent. Developers and property owners should get public credit for their contributions. Additionally, the subcommittee recommends that revisions to this ordinance should allow for the City to offer more alternatives to the creation of permanent visual art. These not need to be specified in the ordinance, however, the ordinance should also not preclude options such as: - Offering naming rights for arts venues at such locations as the F. Scott Fitzgerald Theatre, King Farm, RedGate, etc. - Encourage and recognize monetary support of Rockville's designated resident companies who perform at the F. Scott Fitzgerald Theatre. - Encourage and recognize monetary support of community art projects at specific City cultural events, such as MLK, Jr. Day, Juneteenth, Pride, and Hometown Holidays.

i. To date, of the $475,317.70 made in contributions for the AIPD program, only 7%, or $34,700.50, has been contributed to qualifying arts nonprofits; and $441,117.20 or 93% of contributions were made to the city's Friends of the Arts Fund. ii. Nonprofits receiving those donations have had closest proximity to city staff and that is not an equitable practice. iii. To date, the organizations receiving the contributions are Victorian Lyric Opera Company ($25,194 or 74% of contributions to qualifying nonprofits); $2,362.50 each to F. Scott Fitzgerald Literary Festival, Home School Talents, and Rockville Art League; $1,114.00 to VisArts; and $850 to Peerless Rockville. <u>Community Benefits with the proposed changes:</u> 1) Permanent Public Art that is publicly accessible. 2) Eliminate confusion for stakeholders and provide excellent customer service. 3) Create a more equitable program. 4) Align with best practices in the Public Art Field.	Further, the subcommittee suggests that the more transparency and accountability is integrated into the AIPD program and offers the following recommendations for consideration: - Publicly identify who on the City staff is in charge of the management of the funds spent by the developer[s], and who on the City staff interfaces with the developer[s]. - Publicly credit developers through an inventory of permanent visual art created through the program. - Publicly state alternatives to permanent visual art that the City is currently seeking and give credit to developers who supported specific alternatives to permanent visual art, such as those noted above. The subcommittee notes that, if the city is interested in pursuing an Arts and Entertainment District designation, this section of the ordinance in particular should be carefully considered to encourage private developers to invest in arts and culture in Rockville broadly, without limiting investment to permanent visual art.

Additional Comments: The CAC subcommittee has provided the above comments in response to Mayor and Council's request for feedback. The subcommittee notes that this process would benefit enormously from pausing to develop a master plan for arts and culture to clearly define goals, objectives, and priorities for Rockville. The City's last Arts and Culture Plan was published in 2011 and the 2019 Arts and Culture study was conducted in order to help inform the development of a new plan. Further, the CAC has been advocating for the City to develop a new Arts & Culture plan for the past several years. We have concerns that revising City ordinances prior to defining clear goals, objectives, and priorities through an Arts and Culture Plan may result in ordinances that do not effectively unify Rockville's arts and cultural efforts, and may exacerbate existing silos in managing the City's various arts and cultural programs. The CAC welcomes the opportunity to discuss strategic planning with M&C and City staff. The CAC subcommittee recommends that the City consider providing more clarity in the revised ordinances as to the purpose and intended use of the Friends of the Arts fund. The parameters for use and oversight of the fund should be more clearly articulated within Chapter IV to provide more transparency to residents as to who is contributing to this fund, who makes decisions about it, and who benefits from it. The CAC subcommittee notes that staff indicated that the code revisions are being pursued in order to further implementation of the recommendations from Rockville's 2019 Arts and Culture Study. To that end, the subcommittee wishes to draw attention to specific aspects of the study that have direct relevance to proposed revisions: ● As was noted above, the study was conducted to support the development of a new arts and culture master plan. The study states in the introduction that it is not intended as a cultural plan and notes that, "Ideally, the City of Rockville will undertake a comprehensive, master cultural planning process where the vision and authority are derived from the residents and taxpayers in Rockville." ● Under "Recommendation 1: Elevate the function of arts, culture and creativity within the municipal administration," the study recommends that the portfolio for the City's Arts, Culture, and History Manager should should focus on arts, culture and creative sector/creative economy development, partnering across City departments and agencies (e.g., economic development, community development, youth development), and relevant local and county agencies. The subcommittee	

suggests that this recommendation be taken into account when developing the preamble to emphasize unification rather than further siloing of City arts and cultural programs.

- Under "Recommendation 5: Support Rockville as a vibrant cultural and creative center," the study includes recommendations specific to the City's AIPD ordinance that the subcommittee has taken into account in its comments on proposed revisions to this ordinance:
    - 5.5 Fully utilize the public art in private development ordinance.
        - 5.5.1 Develop a database of public art works in private development as an addition to the comprehensive inventory of works, and establish a process to recognize and catalogue new works as they are added to the collection.
        - 5.5.2 Establish a clear set of guidelines to track in-lieu of fees collected through private development and a process to encourage developers to support local arts non-profit entities through the in-lieu of fees.

Overall, the subcommittee found it challenging to ascertain how the proposed revisions would be operationalized as ordinance language. For this reason, the subcommittee strongly recommends that the CAC be provided the opportunity to review and provide comments on the draft ordinances prior to review by M&C.

Chapter 4 – Arts and Cultural Affairs Ordinance Revisions

Worksession 2

July 27, 2026

City of Rockville

Outline

- Requested Feedback
- Background
- CAC Comments
- Next Steps
- Requested Feedback
- Questions

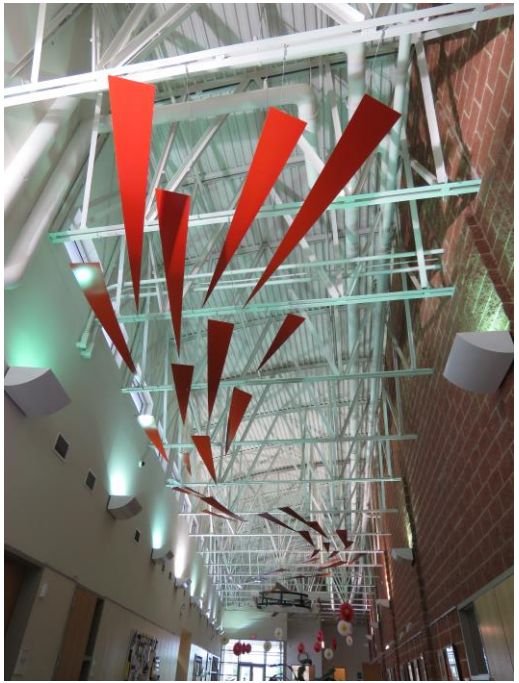


"William Gibbs," Charlotte Lees, 2012. Gibbs Street, The Square.

Requested Feedback

Does the Mayor and Council support:

1. Merging Incorporating Works of Art in Public Architecture and Art in Public Places Articles into one Public Art Program Article?
2. The recommendations for the Publicly Accessible Art in Private Development Article?
3. Enhanced community engagement in public art program delivery?



"Magnet," Charlotte Lees, 2009. Thomas Farm Community Center.

Background

Chapter 4 Arts and Cultural Affairs Ordinance

Article II: Cultural Arts Commission

Article III: Incorporation of Works of Art in Public Architecture (AIPA)

Article IV: Publicly Accessible Art in Private Development (AIPD)

Article V: Art in Public Places (AIPP)



"Untitled," William Calfee,1981. Rockville Civic Center Park.

432

Background

Why are administrative revisions being proposed?

Continue to implement 2019 Arts and Culture Study recommendations.

- Assess Chapter 4 as a foundation for program development.
- Fulfill Rockville's potential as an arts destination.

Roles and processes need to reflect best practices.

- Practical implementation of ordinance has evolved.
- Formalize and professionalize city's role in arts and culture development.

Proposed Revisions

Preamble and Article II – Cultural Arts Commission

Preamble:

1. Clarify the focus of work in the Arts and Culture Program.

   All arts and culture programs were previously in Recreation and Parks.

Article II – Cultural Arts Commission (CAC):

1. Move process-related language to guidelines.

   Guidelines are updated more efficiently than ordinances.

2. Shift budget and project management responsibilities to city staff.

   There is now staff capacity to do this work.



"Chicken Corn Soup and Homemade Ice Cream," Dan Snyder, 2008. Maryland Avenue Sidewalk, The Square.

Proposed Revisions

Merge AIPA and AIPP into one Public Art Program

Article III – Public Art Program:

1. Merge programs.
   Similar purposes and administrative processes.
2. Roles in program administration.
   Improve program delivery and follow best practices.
3. Remove process-related language.
   Processes moved to guidelines for efficient updates.
4. Revise definition of acceptable art and eligible sites.
   Current requirements are limiting.
5. Public Art Plan created by staff in consultation with CAC's Public Art Committee.



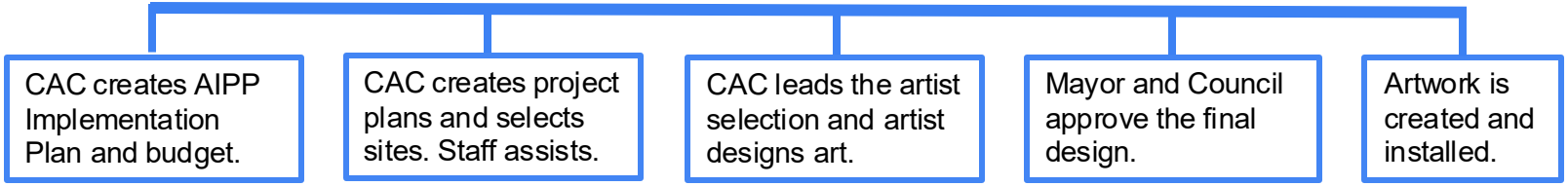
"Fern Reclamation," Chalk Riot, 2024. Located at Beall Avenue. Picture courtesy of Bloomberg Philanthropies.

Effects of Revisions

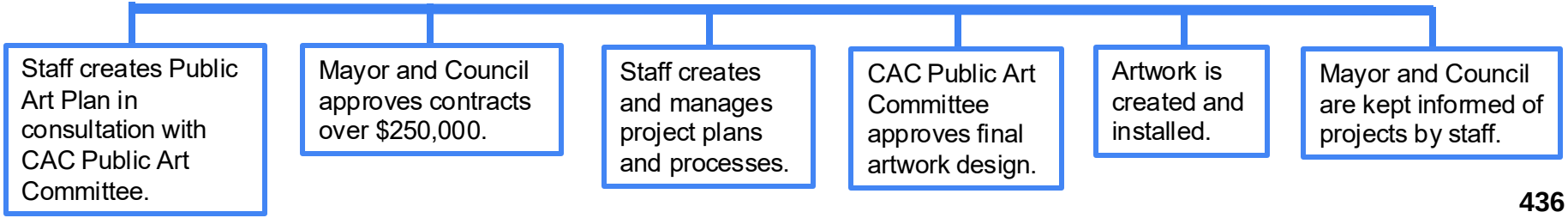
Merging AIPA and AIPP into one Public Art Program

Current Public Art Processes

- Art in Public Architecture: Previously used the Art in Public Places Process.
- Art in Public Places: Led by Cultural Arts Commission with staff assistance.



Proposed Public Art Process: Led by staff in consultation with Cultural Arts Commission.



Community Benefits

Merging AIPA and AIPP into one Public Art Program

Ability to combine funding and integrate public art into broader city plans and projects such as:

- Transportation
- Community Planning and Development
- Housing
- Tourism

Ability to be responsive to how the community evolves.

Ability to partner with county and state agencies and private entities on projects that effect the public realm such as:

- CSX overpass
- Pedestrian bridge between metro and The Square



Arlington Boulevard, Vicki Scuri, 2014. Route 50, Arlington, VA. Done in partnership with Virginia Department of Transportation.

437

Proposed Revisions

Article IV – Public Art in Private Development

1. Redefine acceptable art forms.
   Current definition is limiting.

2. Clearly define "publicly accessible.“
   Not all artwork is publicly accessible.

3. Define roles in program administration.
   Improve program delivery and align with best practices.

4. Eliminate the option to remove artwork.
   Artwork should be permanent.

5. Change formula to determine required contributions.
   Formula is not in alignment with Public Art field.

6. Modify the options for how contributions can be applied.
   Options are not equitable or in alignment with Public Art field.



"Untitled," Marcia Billig. 14 Rollins Ridge Apartments Lobby.

438

Proposed Revisions: Contribution Options

Public Art in Private Development

Current Options for Contributions	Proposed Options for Contributions
1. Installation of art on site	1. Installation of art on site in the amount of 1% of the cost of the development not to exceed $300,000.
2. Monetary contribution to city's Friends of the Arts Fund	2. Monetary contribution designated to the city's Public Art Program in the amount of 1% of the cost of the development not to exceed $300,000.
3. Provision of an arts space	
4. Provision of an arts-based infrastructure	
5. Monetary contribution to a qualifying arts nonprofit organization	
6. Combination of any of the above options	

Community Benefits

Public Art in Private Development

- Permanent public art.
- All future public art is publicly accessible.
- Eliminate confusion for stakeholders.
- More equitable program.
- Align with best practices in the Public Art profession.



"Untitled," artist unknown. 33 Blue Pearl Pet Hospital, 1 Taft Court.

440

Cultural Arts Commission Comments

High-Level Summary

Preamble: Agree on including Preamble, disagree on differentiating Arts and Culture Program.

Article II: CAC does not see budget or process-related language in the current Article.

Article III: Mostly agrees; wants entire CAC recognized; comments on community engagement, approval of projects, continuing funding AIPP and AIPA.

Article IV: Comments about administrative processes, definitions and locations of artwork.

Additional comments: Comparison of other jurisdictions for AIPD; administrative recommendations.

Next Steps

- Staff prepare draft of the ordinance.
- Staff will share the draft of the ordinance with the CAC.
- Present ordinance to the Mayor and Council.



"Cornerstone," William Cochran, 2010. Corner of N. Washington Street and Beall Avenue.

442

Requested Feedback

Does the Mayor and Council support:

1. Merging Incorporating Works of Art in Public Architecture and Art in Public Places Articles into one Public Art Program Article?

2. The recommendations for the Publicly Accessible Art in Private Development Article?
    a. Redefine acceptable art forms.
    b. Clearly define "publicly accessible.“
    c. Define roles in program administration.
    d. Eliminate the option to remove artwork.
    e. Change formula to determine required contributions.
    f. Modify the options for how contributions can be applied.

3. Enhanced community engagement in public art program delivery?
    a. Modify administrative processes to consistently meet standards and expectations.

Requested Feedback

Questions for staff?



"The Flow of Life," Deirdre Saunder, 2003. Mary Trumbo Park.

444

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: WORKSESSION
Department: PW - ENGINEERING
Responsible Staff: SEAN MURPHY

Subject

Amendments to City Code Chapter 21, Streets, Roads, Rights-of-Way, and Public Improvements and the Comprehensive Transportation Review

Department

PW - Engineering

Recommendation

Staff recommends that the Mayor and Council discuss and provide direction on the proposal to amend City Code Chapter 21, Streets, Roads, Rights-of-Way, and Public Improvements, and the Comprehensive Transportation Review regulations.

Change in Law or Policy

Changes will be implemented through amendments to the existing Ordinance (Chapter 21) and the revised Comprehensive Transportation Review (CTR) superseding Resolution (No. 15-18).

Discussion

The purpose of the work session is to obtain broad policy direction from the Mayor and Council on revisions to Chapter 21 and the CTR. Staff identified ten key topics with questions for the Mayor and Council to consider. Although separate documents, Chapter 21 and the CTR are presented together for efficiency and as revisions to both were recommended through FAST2 initiative.

FAST (Faster, Accountable, Smarter, and Transparent – Improvements to Permitting and Development Review Processes) was endorsed by Mayor and Council in October 2018 with the principal objective of facilitating housing and economic development through efficient and streamlined processes. Updating Chapter 21 and the CTR are specific action items of the FAST2 initiative, and the proposed amendments are designed to improve procedural efficiency and provide applicants and prospective developers with greater predictability of requirements. Chapter 21 and CTR revisions will establish clear code authority, authorizing administrative authority as may be appropriate for streamlining workflows, and creating CTR exemptions for small-scale developments will advance FAST goals.

Expected outcomes of the Chapter 21 and CTR rewrites include:

- Modernize a code that hasn't been significantly revised since 1958 and rewrite using plain language to produce a well-organized, accessible, and easy to use ordinance.
- Improve and streamline workflows and approval processes by:
    - codifying current practices
    - establishing administrative approval authority
    - incorporating FAST principles
- Improve safety and convenience by incorporating Vision Zero principles and accessibility standards consistent with City policy.
- Support high-density, modern urban development consistent with Zoning Ordinance Rewrite.

Chapter 21

Chapter 21 of the Rockville City Code regulates the City's streets, roads, rights-of-way and certain public easements by establishing requirements for the design of road sections and the permitting, construction, installation, repair, and restoration of infrastructure, including public and private improvements located in rights-of-way and easements.

Staff proposes comprehensive amendments to Ch. 21, colloquially referred to as the "Road Code," to advance the City's priorities of public safety, affordable housing, and economic development by modernizing development standards, improving accessibility, and streamlining the approval process for projects that are consistent with current planning and engineering practices. Revisions are proposed in synchronization with the recently adopted Zoning Ordinance Rewrite (ZOR).

Chapter 21 does not regulate special events that temporarily occupy roads (Chapter 12), sediment control and stormwater management facilities in right-of-way (Chapter 19), solid waste collection along curbs (Chapter 20), traffic, on-street parking, traffic control devices and signage (Chapter 23), or water and sewer (Chapter 24), though the codes often work in tandem, as they relate to public infrastructure or private improvements within rights-of-way and easements. Chapter 21 also does not regulate the driveways, drive aisles, or other vehicular surfaces on private property (Chapter 25), nor does it establish requirements for transportation adequacy (Adequate Public Facilities Ordinance and regulations of the Comprehensive Transportation Review).

This report and July 27 worksession focus on the following key topics.

- Private Streets
- Private Improvements in Rights-of-Way
- Easements
- Primary Access
- Road Code Waivers
- Street Classifications
- Street Closings

Private Streets

The existing code is applicable to all City streets, but it is silent on the permissibility of privately owned and maintained streets. Newly added language will require all new streets to be public, except where specifically authorized to be private. Private streets will remain subject to the provisions of Chapter 21, including requirements to meet standards and specifications and obtain permits. Staff are proposing to codify the current practice to require a public access easement for all private streets.

Private streets create a burden on private HOAs due to their maintenance requirements such as snow removal and paving; create difficulty enforcing city standards like street trees and create inequity of tax-paying property owners. DPW current practice has been to only allow privately owned and maintained alleys where the use, and the HOA's responsibility, of alleys can be limited.

Staff propose to codify the current practice for when a private street would be acceptable, limiting private streets with some flexibility for developers. Staff proposes allowing private streets for the following uses:

- Residential alleys,
- A government, higher education, military or similar type, non-residential campus,
- Two or more residential apartment buildings, and
- Within a mixed-use zone that does not, in the present or future, benefit the public with transportation network capacity, utility services, nor provide necessary access and circulation for residential uses

Private Improvements in Rights-of-Way

The code does not currently allow private improvements within City right-of-way unless granted an exception by the Director of Public Works. Current practice is to issue a permit and obtain a Right-of-Way Agreement from the Mayor and Council.

As the City urbanizes, developers are more frequently seeking to install private improvements in the right-of-way. This is particularly true in commercial business districts where buildings are not required to be setback from the right-of-way line. The types and examples of private improvements can vary greatly in terms of permanence, size, and impact. Examples of permanent private improvements include architectural elements such as awnings, balconies, or projecting wall signs; electric vehicle charging stations; and urban streetscape amenities and furnishings. Streetscape furnishings may include items such as bicycle racks, fences and rails, hardscaping, landscaping and plantings, amenity lighting, litter and recycling receptacles, outdoor dining and seating furniture, non-traffic signs, stormwater management facilities, underground structures and vaults.

Private improvements may be categorized as either temporary or permanent and may be proposed either through a development plan (i.e., a project plan, site plan, use permit, or

amendment thereof) or standalone permit application. Temporary improvements are typically associated with private construction and maintenance activities, such as sheeting and shoring of a structure abutting the right-of-way or construction staging and laydown areas for space-constrained sites. The Department does not otherwise permit materials or equipment to be stored within the right-of-way.

Similar to Mayor and Council approval of EV charging stations in right-of-way and use of template agreements approved by the City Manager, staff propose to codify the approval of temporary improvements, awnings, signs, and Business District roads with balconies.

At the request of Mayor and Council for the 41 Maryland Avenue development, staff from the Departments of Public Works, Community Planning and Development Services, and Recreation and Parks carefully examined and developed recommendations of when balconies can be allowed in the right-of-way. Staff recommends allowing balcony encroachments in Business District streets under certain conditions, i.e., a ten-foot sidewalk where the projection does not exceed four feet past the property line. Staff believe this limitation will not impact street trees and other public infrastructure.

Given the more routine nature of these private improvements, staff recommends establishing administrative approval using template agreements, similar to EV charging stations.

Similarly, staff recommend establishing administrative approval with a template agreement for specified urban streetscape improvements (bicycle racks, fences and rails, hardscaping, landscaping and plantings, amenity lighting, litter and recycling receptacles, outdoor dining and seating furniture, stormwater management facilities, underground structures and vaults) within the right-of-way as shown on a development plan.

Easements

The Code doesn't specify the process by which easements are approved, executed or abandoned. Staff proposes to codify current practice of bringing all easement abandonments to the Mayor and Council for approval. Staff proposes administrative approval for all other grant of easements and agreements.

An easement is a recorded grant or dedication by the owner of land for the use of all or a portion of such property to the public or others, for a specific purpose. An easement must be provided to the City where public infrastructure is proposed on private property and outside of right-of-way. Easements are routinely necessary for both private development and CIP work.

Current practice is to have Mayor and Council approve all bilateral easements and right-of-way agreements. Abandonment of existing easements releases a City's interest or responsibility and is therefore recommended to require the approval of Mayor and Council.

DPW has worked with the Office of the City Attorney (OCA) to develop standard language and templates for the most common types of easements and agreements. By eliminating non-value-

added stages from the current process, projects which require standard easements and agreements can be further streamlined in support of FAST initiatives.

Administrative approval is proposed for acceptance of easements and agreements for public access, infrastructure, improvements, stormwater management and stream improvements, and temporary construction as reviewed and approved by DPW and in a form approved by OCA.

Primary Access

Staff proposes to change the alley definition to allow its use for primary vehicular access, under certain conditions, and to establish a maximum length, up to 250 feet, where a lot is only accessible from an alley.

Chapter 21 currently defines an alley as a right-of-way that provides *secondary access* for vehicles to the side and/or rear of abutting properties. To align the provisions of Chapters 21 and 25 to allow primary access from an alley when residential units front a common open space, it is necessary to redefine an alley.

When the only vehicle access to a lot is via an alley, the alley must support all vehicular traffic that may have otherwise used an abutting street. Staff therefore recommends applying a maximum alley length of 250 feet and requiring a pedestrian connection from all lots to an intersecting public right-of-way, since alleys do not have sidewalks.

Additionally, the Code requires a road for any site with vehicular access leading to or connecting with two or more other record lots. To encourage housing density, staff propose to allow the use of shared private driveways to single-unit detached, townhome or multiplex units as envisioned by ZOR. A shared driveway that does not exceed 150 feet in length maintains fire department access requirements while avoiding the burden of greater street classification and dedication requirements for right-of-way.

Road Code Waivers

Currently, the code requires all roads to connect to other roads or end in a cul-de-sac. Staff propose to allow alternate layouts by either connecting to a public access easement (PAE) or ending in a turnaround area, such as a T or hammerhead. Administrative approval would allow a dead-end alley without a turnaround if less than 150 feet.

While cul-de-sacs suit suburban, single-family detached dwelling subdivisions built in past decades, the City's landscape has shifted towards urban redevelopment and repurposing of existing and smaller sites, on which greater housing density is often sought. Dead-ends are generally not supported as a matter of preventing unsafe backward (i.e., reverse drive) vehicle movements. However, to accommodate the constraints of infill redevelopment, amendments to Ch. 21 would provide flexibility for alternative termination at an acceptable turnaround, e.g., a T or hammerhead area, or connection to private drive aisle or driveway with a PAE. Staff also proposes to codify administrative approval of dead-end residential alleys without a turnaround up to 150 feet. The proposed dead-end alley length was determined in coordination with fire

department and refuse and recycling access requirements and would replace the Department's current practice of allowing no more than four townhouse units to be sited on the dead-end.

Street Classification

Staff proposes administrative approval for road classification instead of the unique and lengthy process in the existing code. Additionally, staff proposes to create a new classification for emergency access drives because there currently is no classification or standard detail for them.

All public and private streets are functionally classified by Article IV of the Road Code and in coordination with adjacent land use and zoning, which is separately adopted by Mayor and Council with Comprehensive Map Amendments. Currently, where new or reconstructed streets are proposed, either by private development or capital improvement, they are directly associated with known land uses. Therefore, street classifications in the City are more routine and administrative in nature.

The process in the current code requires the Mayor and Council to make a recommendation to the City Manager, who produces a report back to the Mayor and Council, to hold a public meeting, and adopt a resolution. Aside from being entirely unique, this is not practical to development project schedules because the planning and design of any subdivision layout requires an early understanding of street widths and minimum requirements.

Staff therefore recommends administrative approval of street classifications in support of efficient and streamlined development.

Ideally, all neighborhoods would have at least two points of access, constructing new development adjacent existing neighborhoods often leads to resident concerns of traffic, as could be the case between Tower Oaks and New Mark Commons. While a few emergency access drives exist in the City, there currently is no classification or standard and the details have been established on a case-by-case basis. A standard roadway section detail will be developed in coordination with the Department of Public Works, Inspection Services, and Fire Marshal's Office.

Street Closings

Staff proposes to clarify the street closing process which is ambiguous and creates overlapping responsibilities.

The process to temporarily close a City street, alley or sidewalk is most often at the request for private construction in or immediately adjacent to the right-of-way and through the issuance of a Public Works Permit and approval of a maintenance of traffic plan. If the temporary closure is related to a block party, parade, marathon or other scheduled event, a separate and distinct process to obtain a Public Events License is regulated by Chapter 12 and coordinated by and between the Department of Recreation and Parks and the Rockville City Police Department.

However, temporary closures for private construction use, e.g., storage of materials, or outdoor dining, is less clear in the code. The code establishes that the Mayor and Council may adopt a resolution to temporarily close public ways for a period of up to 18 months, but these closures are inherent in the Director of Public Works authority. For example, the temporary closure of roads to allow for outdoor dining areas within certain rights-of-way during the COVID-19 pandemic was permitted by the Director of Public Works.

Therefore, staff proposes for Mayor and Council to retain authority of permanent road closings and temporary closings longer than two years with a right-of-way agreement where the temporary closure is associated with private uses or improvements. Staff also recommends administrative approval of all other closings.

Comprehensive Transportation Review (CTR)

The Comprehensive Transportation Review (CTR) implements the Adequate Public Facilities Ordinance (APFO) for transportation and ensures development allows acceptable traffic flow adjacent to the site.

This report and July 27 worksession focus on the following key CTR topics:

- Capacity Mitigation
- Transportation Reports and Analyses
- Transportation Improvement Fee

On October 4, 2004, Rockville's Mayor and Council adopted the first CTR and subsequently updated the regulations in August 2018. The CTR applies to new development, redevelopment, and specific change of use applications, and lists the transportation and mitigation requirements for those applications.

The purpose of updating the CTR is to simplify the document to policy level issues and separately publish guidelines, to streamline certain requirements for smaller development projects, and adjust thresholds for the Transportation Improvement Fees.

Capacity Mitigation

The current CTR requires capacity mitigation on any intersection that the development application proposes to add more than 10% capacity to that intersection, even if the intersection is projected to operate at acceptable thresholds with total traffic.

The proposed CTR eliminates the need to mitigate capacity for an intersection when the development is adding more than 10% capacity to that intersection but the projected level of service with total traffic is within acceptable thresholds.

Reports and Analyses

The current CTR requires that all applications, including those with less than 30 peak hour net trips, submit a Transportation Report. For developments generating less than 30 peak hour net

trips, a limited on-site report is required to summarize site access, site frontage transportation features, and on-site parking, pedestrian and vehicular facilities.

The proposed CTR recommends the following changes to this requirement:

- Applications with 30 or less peak hour net trips and up to 50 total peak hour trips (prior to the reduction of any vested or credited trip - if applicable) are not required to submit an on-site report. Staff will continue to review, under requirements of Chapter 21 and Chapter 25, frontage and onsite multimodal access routes, etc.
- Applications with 30 or less peak hour net trips and more than 50 total peak hour trips (prior to the reduction of any vested or credited trip - if applicable) would be required to analyze two intersections closest to the subject site. The purpose of this analysis is to identify potential issues but will not be used to require capacity mitigation.

Transportation Improvement Fee (TIF)

The CTR currently requires all applicants adding 30 or more peak hour net trips to pay a Transportation Improvement Fee (TIF). The TIF is used by the City to fund multimodal improvements (e.g., bus shelters, sidewalk extensions, etc.), to provide transportation information and services to employers and commuters, to enhance transportation services for seniors and persons with disabilities, and to monitor employer Trip Reduction Plans to ensure compliance with trip reduction goals. The fee is not to be used to increase automobile capacity. Staff recommends lowering the threshold of trips from 30 to 10 peak hour net trips, or greater than 50 peak hour total trips, in order to more equitably collect contributions from small-scale developments or minor changes of use. Staff are not recommending a change to the fee established by the CTR resolution which is dependent on the size of development.

The proposed CTR recommends the following changes to these requirements:

- All applicants with more than 10 peak hour net trips, or 50 peak hour total trips (prior to the reduction of any vested or credited trip) are required to pay at occupancy the applicable TIF.

Mayor and Council History

This is the first time the Mayor and Council are considering these items.

Public Notification and Engagement

Staff will schedule a virtual public meeting in August 2026 to present proposed updates and to receive feedback from the development community and other stakeholders. Staff have scheduled a Public Hearing with Mayor and Council on October 26, 2026.

Boards and Commissions Review

Staff have scheduled a briefing with the Transportation and Mobility Commission for August 25, 2026. Members of the Rockville Bicycle Advocacy Committee and Rockville Pedestrian Advocacy

Committee will also be invited to the joint meeting. Staff will return to the TMC, RPAC and RBAC on October 27, 2026, after the drafts are introduced.

Next Steps

Following this worksession, staff will draft amendments to Chapter 21 and the CTR incorporating Mayor and Council guidance. Both items are scheduled to be brought back before Mayor and Council for Introduction and Worksession on September 28, 2026. The Ordinance and Resolution are tentatively scheduled for adoption on December 7, 2026.

Attachments

Road Code and CTR Amendments_Worksession 1_Presentation

Chapter 21 and CTR Amendments

Mayor and Council Worksession,
July 27, 2026

City of Rockville
Public Works

Presentation Outline

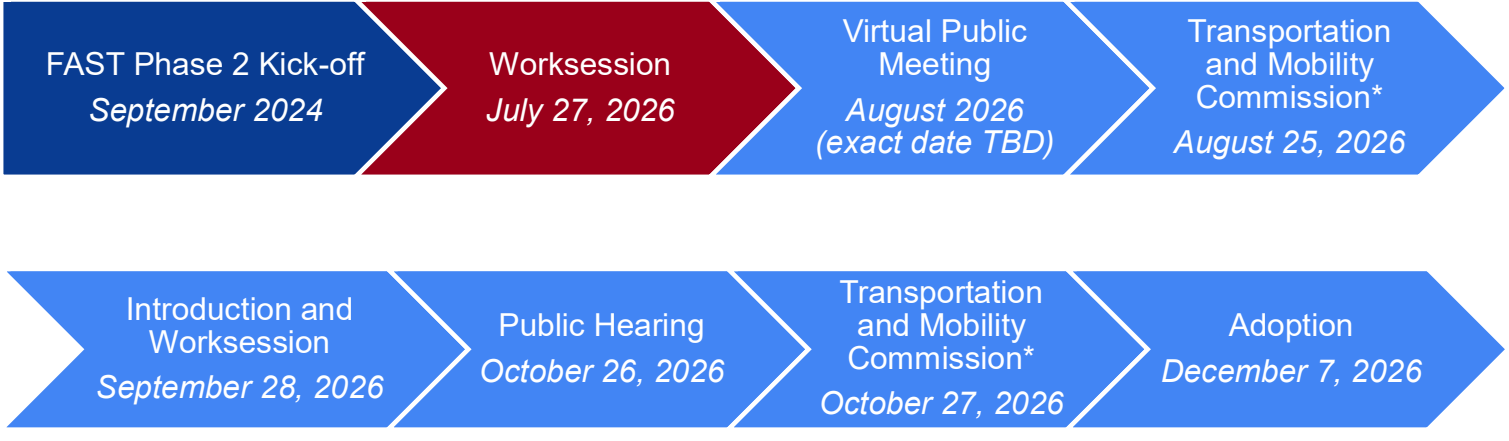
- Project Goals
- Project Timeline
- Introduction
- Topics to Discuss

Chapter 21	CTR
○ Private Streets	○ Capacity Mitigation
○ Private Improvements in Rights-of-Way	○ Transportation Reports and Analyses
○ Easements	○ Transportation Improvement Fee
○ Primary Access	
○ Road Code Waivers	
○ Street Classification	
○ Temporary Street Closings	

Expected Outcomes of Amendments

- Modernize a code that hasn't been significantly revised since 1958 and rewrite using plain language to produce a well-organized, accessible, and easy to use ordinance
- Improve and streamline workflows and approval processes by:
  - codifying current practices
  - establishing administrative approval authority
  - incorporating FAST principles
- Improve safety and convenience by incorporating Vision Zero principles and accessibility standards consistent with City policy
- Support high-density, modern urban development consistent with Zoning Ordinance Rewrite

Project Timeline



** Rockville Bicycle Advocacy Committee and Rockville Pedestrian Advocacy Committee members will be invited to a joint session with TMC*

Introduction

What Is (and What Isn't) the Code About?

- City is responsible for the ongoing management of publicly owned and maintained streets, rights-of-way (ROW), easements and infrastructure
- City issues permits for any work within, including improvements to, obstruction of, or protection of ROW
- Code requires the Director to establish and enforce Standards and Specifications for the design, permitting, construction, installation, repair, restoration, and use of streets, roads, rights-of-way, and the improvements contained therein
- Code works in tandem with the Zoning Ordinance to implement requirements for streets, sidewalks and rights-of-way associated with private development

Introduction

What Is (and What Isn't) the Code About?

Chapter 21	Separate Codes and Regulations
○ Enacts Article IX of the Charter, Public Ways and Sidewalks	○ Regulates traffic and parking in streets – MD State Law and City Code Chapter 23, Traffic
○ Regulates work within existing and proposed streets and ROW	○ Regulates site development, including drive aisles, loading, parking – Chapter 25, Zoning Ord.
○ Requires Standards and Specifications to be established and enforced	○ Regulates subdivision or platting of rights-of-way – Chapter 25, Zoning Ordinance
○ Establishes street classifications and minimum design requirements, including a waiver process	○ Improves traffic safety, access and circulation – Chapter 23 (traffic control), Chapter 25 (site development), Neighborhood Traffic Management Guidelines and Marked Crosswalk Guidelines
○ Establishes a process for abandoning ROW	○ Establishes transportation adequacy standards in accordance with APFO – CTR

Private Streets

Private Streets

Ownership, Operation and Maintenance of Roads

Current

- Code applies to all City streets, public or private
- Current practice requires private streets to record a public access easement, in-lieu of ROW dedication, and to obtain permits from the City
- Code is silent on when private streets can or cannot be constructed

Proposed

- More clearly state code applicability to private streets and codify requirement for public access easement
- Codify when a private street will be allowed

Private Streets

Requested Feedback

Does the Mayor and Council support:

Allowing private streets only for residential alleys; non-residential campuses; complex of two or more residential apartment buildings; and limited streets within a mixed-use zone as requested by developer that meet certain specific conditions?

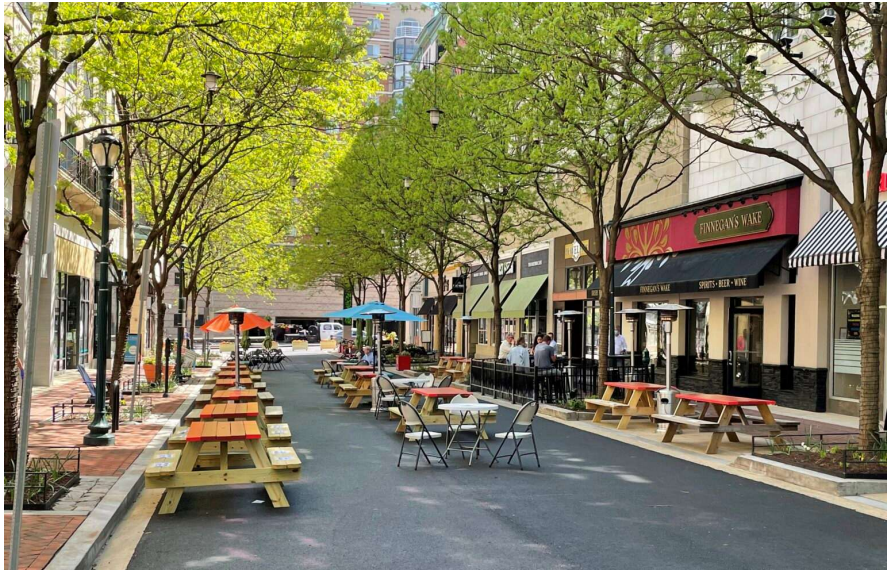
Private Improvements in Rights-of-Way

Private Improvements in ROW

Ownership, Operation and Maintenance of Streetscape Amenities

Current

- Urbanization leading to requests for private improvements
- Current practice requires a license and maintenance agreement
- For example, outdoor dining, EV charging stations



Private Improvements in ROW

Ownership, Operation and Maintenance of Streetscape Amenities

Proposed

- Codify requirements for executing legal agreements
- Establish minimum Code requirements for allowable private improvements within City right-of-way:
  - temporary improvements;
  - permanent improvements for electric vehicle charging stations, awnings, balconies projecting into Business District roads, or signs;
  - permanent improvements for all other urban streetscape furnishings as proposed by a development plan

Private Improvements in ROW

Requested Feedback

Does the Mayor and Council support:

1. Allow administrative approval with a template agreement for any temporary and permanent private improvements in the right-of-way for EV charging stations, awnings, signs, or balconies projecting into Business District roads?

2. Allow administrative approval with a template agreement for specified urban streetscape furnishings within the public right-of-way as shown on a development plan?

Easements

Public Works Easements

Establishing Legal Templates and Streamlined Process

Current

- Easements and ROW Agreements are routinely necessary for Development and CIP projects
- Code doesn't specify the process by which easements are approved, executed or abandoned
- DPW has worked with OCA to develop standard language and templates for the most common types of easements and agreements

Proposed

- Codify requirement that abandonment of any City easement be approved by Mayor and Council
- Administrative approval for standard easements and agreements

Public Works Easements

Requested Feedback

Does the Mayor and Council support:

1. Codifying Mayor and Council approval to abandon City easements?
2. Administrative approval of easements granted to the City for public access, infrastructure, improvements, stormwater management and stream improvements, and temporary construction?

Primary Access

Primary Access

Pedestrian and Vehicle Connections to Public Right-of-Way

Current

- Traditionally, a record lot will have direct vehicle access from an abutting street
- Alternately, a lot may front on a common open space (e.g., courtyard or mews) under the ZO
- Code defines an alley as a ROW that provides *secondary access* for vehicles to the side and/or rear of abutting properties
- Only two record lots may share a driveway without requiring classification of a street

Proposed

- Redefine alley to allow its use for primary vehicular access, under certain conditions
- Allow lots that are accessible only via an alley, limited to maximum block length (e.g., 250 feet)

Primary Access



Primary Access

Requested Feedback

Does the Mayor and Council support:

1. Changing the definition of an alley to allow primary vehicular access to single-unit detached, townhouse and multiplex residential units if the lot:
   i. Fronts on a public street with side or rear access from an alley;
   ii. Fronts on common open space with side or rear access from an alley; the length of the alley may not exceed 250 feet and a sidewalk connecting the main entrance to the public right-of-way must also be provided within 250 feet
2. Allowing a shared driveway to connect more than two record lots for single-unit detached, townhouse and multiplex residential units, if less than 150 feet

Road Code Waivers

Road Code Waivers

Dead-end Streets

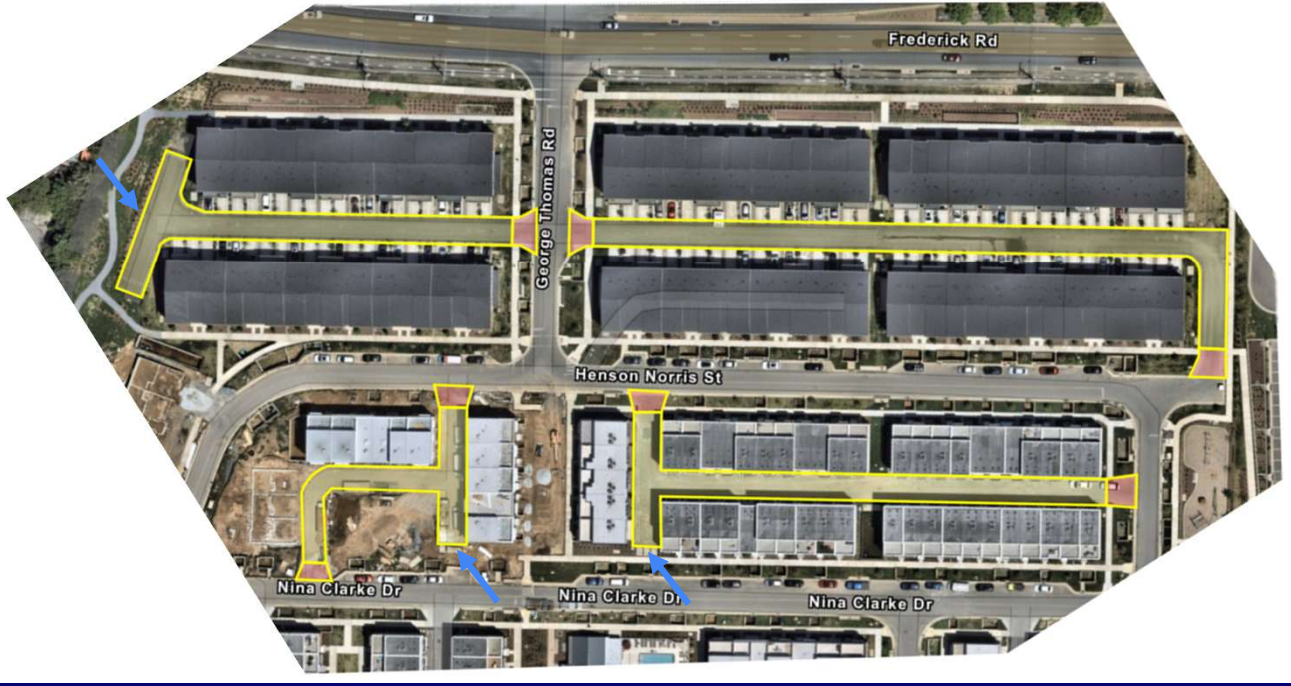
Current

- Code prohibits dead-end roads, unless waived by the Mayor and Council
- Given increasingly urban and infill redevelopment, limited dead-ends with turnarounds instead of cul-de-sacs have become more frequent and can facilitate greater housing potential

Proposed

- Add flexibility by allowing streets to connect to private drive aisles and entrances, if a public access easement is provided, and allow turnarounds other than cul-de-sac (e.g., T or hammerhead)
- Add flexibility through administrative approval of dead-ends alleys without a turnaround area if less than 150 feet

Road Code Waivers



Road Code Waivers

Requested Feedback

Does the Mayor and Council support:

1. Allowing roads to connect to private drive aisles or driveways where a public access easement is provided or ending in a turnaround?
2. Administrative approval of dead-ends alleys without a turnaround area if less than 150 feet?

Street Classification

Street Classification Procedures

Supporting FAST and Zoning Initiatives

Current

- Streets are functionally classified according to adjacent land use and zoning
- Code requires the recommendations of Mayor and Council to the City Manager who produces a report in support of road classifications back to the Mayor and Council to hold a public meeting and adopt classifications by resolution
- Currently, there is no classification or standard detail for emergency access drives

Proposed

- Create a new classification for emergency access drives
- Authorize administrative approval of street classification



Street Classification Procedures

Requested Feedback

Does the Mayor and Council support:

1. Adding a new road classification for emergency access drives?
2. Administrative approval of street classifications?

Street Closings

Street Closings

Alternative to Public Events and Right-of-Way Permitting

Current

- Only Mayor and Council are authorized to *permanently* close and abandon rights-of-way
- Mayor and Council may temporarily close a road for a period of up to 18 months by resolution
- Travel lanes, parking lanes and full road closures are routinely approved by other means:
  - issuance of a DPW permit for up to two years, or
  - issuance of a R&P public events license (Chapter 12)

Proposed

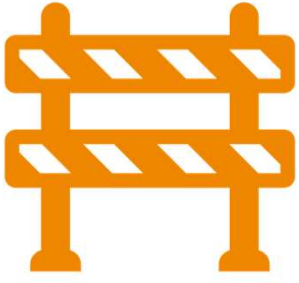
- Retain Mayor and Council approval for permanent closings by resolution and clarify temporary closings for durations longer than two years may be approved by agreement
- Clarify all other temporary road closures may be approved administratively

Street Closings

Requested Feedback

Does the Mayor and Council support:

- Retaining authority of permanent road closings, clarifying that temporary closings more than two years are approved by Mayor and Council through agreement, and clarifying administrative approval of all other temporary street closings?



CTR Amendments

Comprehensive Transportation Review

Implementing Adequate Public Facilities Standards

- The CTR implements the Adequate Public Facilities Ordinance (APFO) for transportation and ensures development allows acceptable traffic flow adjacent to the site
- The purpose of updating the CTR is to:
  - Simplify the CTR to policy level issues and administratively publish guidelines
  - Eliminate and/or streamline certain requirements for smaller development projects
  - Update thresholds for Transportation Improvement Fees

Introduction

What Is (and What Isn't) the CTR About?

CTR	Separate Codes and Regulations
○ Establishes transportation adequacy standards in accordance with APFO and requires mitigation of inadequate vehicle capacity	○ Regulates traffic and parking in streets – MD State Law and City Code Chapter 23, Traffic
○ Evaluates a development's impact to road capacity and traffic operations	○ Regulates site development, including drive aisles, loading, parking – Chapter 25, ZO
○ Establishes a Transportation Improvement Fee	○ Establishes street classifications, min. design requirements and waiver process – Chapter 21
○ Provides process guidelines and submission requirements	

Capacity Mitigation

Adjusting Thresholds

Current

- Capacity mitigation is required on any intersection that adds more than 10% capacity, even if the intersection is projected to operate at acceptable thresholds

Proposed

- Eliminate the need to mitigate capacity for an intersection adding more than 10% capacity but the projected level of service will be within thresholds



Transportation Reports and Analyses

Adjusting Thresholds and Creating Exemptions

Current

- Applications with less than 30 peak hour net trips must submit a limited on-site report that summarizes site access, site frontage transportation features, and on-site parking, pedestrian and vehicular facilities

Proposed

- Do not require an on-site report for applications with 30 or less peak hour net trips
- Analyze the two intersections closest to the subject site for applications with 30 or less peak hour net trips but more than 50 total peak hour trips to ensure traffic flow (not related to capacity)

Transportation Improvement Fee (TIF)

Adjusting Thresholds and Creating Exemptions

Current

- Applicants with 30 or more peak hour net trips are required to pay TIF

Proposed

- Applicants with more than 10 peak hour net trips, or 50 peak hour total trips, pay the TIF

Comprehensive Transportation Review

Requested Feedback

Does the Mayor and Council support:

1. Eliminating the requirement to provide capacity mitigation, if the project level of service at a specified intersection is within the established thresholds?
2. Eliminating the requirement to submit a limited on-site transportation report for applications with less than 30 peak hour net trips?
3. Requiring applications with less than 30 peak hour net trips and more than 50 total peak hour trips to analyze two intersections closest to the site for safety and operational purposes, but not capacity constraints?
4. Lowering the threshold for payment of the TIF from 30 to 10 peak hour net trips, and adding a new threshold for any application of more than 50 peak hour total trips?



Next Steps and Questions

MAYOR AND COUNCIL Meeting Date: July 27, 2026
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agenda

Recommendation

Staff recommend the Mayor and Council review and provide comment.

Attachments

August 3, 2026 Mock Agenda

MAYOR AND COUNCIL

Meeting No. 20-26 VIRTUAL ONLY
Monday, August 3, 2026 - 5:30 PM

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: https://www.rockvillemd.gov/services/request-a-reasonable-accommodation/

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/services/participate-in-a-community-forum/

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-community-forum/ no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov or https://www.rockvillemd.gov/services/participate-in-a-public-hearing/ no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: https://www.webex.com/test-meeting.html prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Van Grack)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, September 28 from 5:15-6:15 pm with Mayor Ashton and Councilmember Van Grack. Please sign up by 10 am on the meeting day using the form at: https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

1. Convene - 5:30 PM

2. Pledge of Allegiance

3. Proclamation and Recognition - 5:35 PM

A. Proclamation Declaring August 4, 2026, as National Night Out in Rockville, Maryland

B. Proclamation Declaring September 11, 2026, as a National Day of Service and Remembrance in Rockville, Maryland

4. Agenda Review - 5:45 PM

5. City Manager's Report - 5:50 PM

6. Boards and Commissions Appointments and Reappointments - NONE

7. Community Forum - 6:00 PM

8. Special Presentations - NONE

9. Consent Agenda - 6:20 PM

A. Approve and Authorize the City Manager to Execute a Change Order for Contract #18-24 with Boulevard Contractors Corp, of Owings Mills, Maryland, for the Lincoln Park Community Center Renovation Project in an amount not to exceed $316,719, for a revised contract total of $1,277,738.

10. Public Hearing - NONE

11. Action Items - NONE

12. Worksession - 6:25 PM

A. Work Session for Grants to Nonprofits

13. Mock Agenda - 6:55 PM

A. Mock Agenda

14. Old / New Business - 7:00 PM

15. Adjournment - 7:05 PM