

CITY OF TAKOMA PARK, MARYLAND



REQUEST FOR PROPOSALS ("RFP") FOR AUDIT OF FINANCIAL STATEMENTS AND COMPREHENSIVE ANNUAL FINANCIAL REPORT ("CAFR") PREPARATION RFP # 17-1130-02

RFP Issuance Date: January 9, 2017

Proposal Submission Deadline: February 17, 2017, at 2:00 P.M.

Inquiries:

Susan Cheung, Director of Finance
Finance Department
City of Takoma Park
7500 Maple Avenue, Takoma Park, MD 20912
301-891-7242
susanc@takomaparkmd.gov

SECTION I – PURPOSE

The City of Takoma Park (“City”) solicits qualified proposals from Certified Public Accountant firms (“CPA Firm” or “Firm”) to prepare the City’s Audit and Comprehensive Annual Financial Report (“CAFR”) for the fiscal year ending June 30, 2017, with an option to renew the contract for audit and CAFR preparation for each of the four subsequent fiscal years (FY 2018 – FY 2021).

SECTION II - SCOPE OF SERVICES

A. Description of City.

1. The City of Takoma Park is located in Montgomery County, Maryland, and comprises an area of ±2.4 square miles. The City’s population is approximately 17,000. The City's fiscal year begins on July 1 and ends on June 30. The City has a total payroll of approximately \$8,900,000 covering approximately 269 employees.

2. The City government is organized according to the following functions:

Administration
Communications/City TV
Finance
Housing and Community Development
Human Resources
Information Systems
Library
Police
Public Works
Recreation

B. **AUDIT.** The proposed contract for services will include audits of the City’s financial statements as of June 30 of each year of the contract term.

1. Accounting Standards for Audits.

a) **Auditing standards to be followed.** The Firm must conduct the audits of the City's financial statements in accordance with generally accepted auditing standards and generally accepted government auditing standards for financial and compliance audits as set out in Government Auditing Standards issued by the Comptroller General of the United States and the provisions of the Single Audit Act of 1984, United States Office of Management and Budget (“OMB”) Circular No. A-128 and OMB's Compliance Supplement titled Uniform Requirements for Grants to State and Local Governments. Those standards require that the Firm plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall financial statement presentation.

- b) Single audit requirements. The Firm shall ensure that the City is in compliance with OMB Circular A-133 and the audit requirements for Federal Financial Assistance. The schedule of federal financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are not to be included in the Comprehensive Annual Financial Report, but are to be issued separately.

2. Reports. In addition to the Firm's report on the financial statements, the Firm must issue the following reports or types of reports:

- a) Supplementary reports on the fairness of the presentation of the City's schedule of federal financial assistance for each contract year ending June 30.
- b) Reports on compliance with statutory, regulatory and contractual matters that meet the requirements of the Government Auditing Standards, the Single Audit Act of 1984, and the OMB Circular A-128.
- c) Reports on the City's internal control structure and controls used in administering federal programs that meet the requirements of the Government Auditing Standards, the Single Audit Act of 1984, and OMB Circular A-128.

3. Funds and Account Groups. The funds and account groups maintained by the City and that are to be included as part of the audits are those listed below:

General Fund
Special Revenue Fund
Speed Camera Fund
Stormwater Fund
General Long-Term Debt Account Group
General Fixed Assets Account Group
Police Department Retirement Fund

The federal and state financial assistance programs in which the City participates and which are to be included as part of the single audit compliance examination are those which are identified by City personnel during the performance of audit field work.

4. Audit Reports – required inclusions, limitations, and conditions. The Firm's reports on internal accounting and administrative control must include any reportable conditions and material structural or operational weaknesses in the system of which the Firm becomes aware. The Firm's reports on compliance matters must include any errors, irregularities or illegal acts; violations of compliance obligations and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which the Firm becomes aware.

The audits are subject to the inherent risk that material errors, irregularities, or illegal acts, including fraud or defalcations, if they exist, may not be detected. Audits are also subject to the inherent risk that violations of compliance obligations and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, if they exist, may not be detected.

If circumstances relating to the conditions of the City's records and/or the availability of sufficient competent evidential matter arise during the course of the Firm's work which in the Firm's professional judgment prevents it from completing an audit, the Firm must notify the City immediately. In such a situation, the Firm has the right to take any course of action permitted by professional standards, including withdrawal from the audit agreement pursuant to the contract terms.

The financial statements are the responsibility of the City's management. Management has the primary responsibility for properly recording transactions in the records, for safeguarding assets and for preparing reliable financial statements. At the conclusion of the audits, the Firm may request certain written representations from the City about the financial statements and matters related thereto as well as certain compliance matters.

The City acknowledges and grants its assent that representatives of the cognizant agency or its designee, other government audit staffs and the United States General Accounting Office shall have access to the audit working papers upon their request. The Firm must agree to maintain the working papers for a period of at least seven (7) years after the date of the report, or for a longer period if the Firm is requested to do so by the cognizant agency.

During the course of the Firm's work, the Firm may accumulate records containing data which should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected and the City will not expect the Firm to maintain copies of such records in its possession.

If the City intends to publish or otherwise reproduce the financial statements and make reference to the auditing Firm's name, the City agrees to provide the Firm with printer's proofs or master for the Firm's review and approval before printing. The City also agrees to provide the auditing Firm with a copy of the final reproduced material for the Firm's approval before it is distributed. The auditing Firm's report on the financial statements is not to be included in an official statement or other document involved with the sale of debt instruments without the Firm's prior approval.

B. **COMPREHENSIVE ANNUAL FINANCIAL STATEMENTS ("CAFR")**. The proposed contract for services will include preparation of the City's financial statements of its governmental activities, including each major fund and the aggregate remaining fund information. The Firm chosen will be responsible for compiling the City's CAFR in accordance with generally accepted

accounting principles and the GASB 34 reporting requirements. The Firm must ensure that all required disclosures/footnotes are included in the City's financial statements for that fiscal year.

1. Accounting Standards for CAFR.

The Firm must prepare the City's CAFR in accordance with generally accepted accounting standards as set forth by the American Institute of Certified Public Accountants, and the Government Finance Officers Association ("GFOA") "Blue Book," Governmental Accounting, Auditing, and Financial Reporting ("GAAFR") requirements. The financial statements also must comply with the requirements of the Government Accounting Standards Board (GASB). The Firm must comply with any new standards for CAFR preparation that become effective for the fiscal years covered by the contract.

2. Working Papers.

All working papers and reports must be retained at the Firm's expense, for a minimum of seven (7) years, unless the Firm is notified in writing by the City of the need to extend the retention period. Subject to applicable law and professional standards, the Firm agrees to make all working papers available, upon request, to the following parties or their designees:

City of Takoma Park, Maryland
United States General Accounting Office (GAO)
Office of Legislative Audits, Maryland Department of Legislative Services
Parties designated by the federal or state governments or by the City as part of an audit quality review process.

In addition, the Firm shall respond to the reasonable inquiries of the City's auditors (or successor auditors) and allow any successors to review the working papers and reports relating to matters of continuing accounting significance as required by applicable professional standards.

3. Scheduling and Procedures.

The Firm will develop a time schedule and procedures for the preparation of the City's CAFR for each fiscal year of the contract. The schedule and procedures will be developed in conjunction with the City and shall be subject to approval by the City. Preliminary financial statements must be submitted for City review no later than September 20th of each contract year. Pursuant to *Annotated Code of Maryland*, Local Government §16-304(a), the City's financial report for each fiscal year must be filed with the Maryland Department of Legislative Services on or before October 31st following the end of the fiscal year.

4. Fund Structure for CAFR Preparation. The City uses the following fund types in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number with Legally Adopted Annual Budgets</u>
General Fund	1	1
Special Revenue Funds	5	4

SECTION III – PROPOSAL SUBMITTAL INSTRUCTIONS

A. Proposal Due Date. The deadline for proposal submissions is 2:00_ P.M. on _Feb 17_, 2017. Requests for extensions of the date and time will not be granted and no late proposal or late request for modifications will be considered.

B. Methods of Submission.

1. Physical Copies of the Proposal. Three (3) physical copies of the proposal must be received by 2:00 P.M. on February 17, 2017, at the following address:

Susan Cheung, Finance Director
Department of Finance
City of Takoma Park
7500 Maple Avenue
Takoma Park, MD 20912

Proposals must be submitted in a sealed envelope or package with a subject line labeled: "Proposal for City of Takoma Park Audit and CARF Preparation, RFP #17-1130-02."

2. Electronic Copies of the Proposal. In addition to the physical copies of the proposal, an electronic copy of the proposal, as a single PDF attachment, should be emailed to susanc@takomaparkmd.gov. The email subject line should read "Proposal for City of Takoma Park Audit and CARF Preparation, RFP #17-1130-02." A confirmation email will be sent within one business day of the receipt of the emailed proposal. If no confirmation is received within that time frame or before the proposal submission deadline date and time, please contact Susan Cheung at (301) 891-7242 or susanc@takomaparkmd.gov to confirm that the proposal was received.

3. Technical Format.

a. General. A title page/cover letter on the Firm's business stationary. The purpose of this letter is to provide a record of the transmittal of the proposal and an acknowledgement of any amendments, addendums, and changes to the RFP. The letter should be signed by an individual who is authorized to commit the Firm to the services and requirements stated in this RFP. The Qualification and Certification Statement must be completed and included with the proposal.

b. Project Narrative. The Firm shall submit a brief narrative highlighting its qualifications, competence, and capacity to undertake the preparation of the City's audits and CAFR in conformance with the requirements of this RFP. This narrative should identify the work plan and methodology to be followed in the preparation of the audit and CAFR of the City's financial statements. The audits and CAFR must be in compliance with all applicable requirements of the GFOA's Governmental Accounting, Auditing, and Financial Reporting and the Government Accounting Standards Board. The City's budget information and audit reports are available on the City's website (<https://takomaparkmd.gov>) and/or upon request.

c. Firm Qualifications and Experience. A company profile, including number of years in business, type of operation, and number of employees, including a list of all persons who will be directly or indirectly involved in providing services to the City under this proposal and a brief resume for each such person. Provide a listing of past projects of similar size and scope.

d. Principals, Supervisors, and Staff Qualifications and Experience. The Firm should identify the principal supervisory and management staff who would be assigned to preparation of the City's audit and to preparation of the CAFR and indicate which persons are licensed as certified public accountants in Maryland. The Firm also should provide information on the government accounting and auditing experience of the Firm and of each person who will provide services to the City under this proposal. The Firm further must explain how it will maintain and enforce a segregation of the duties of the Firm's staff who will be assigned to preparation of the City's audit from the duties of the Firm's staff who will be assigned to preparation of the City's CAFR.

e. References. The Firm must provide at least three references, including the organization name, contact person's title and contact information (address, telephone, and e-mail), project name, project description, personnel of the Firm involved in the project work, contract value, and completion date. The most weight will be given to references for projects performed in the past five years for audit and/or CAFR preparation or similar accounting or auditing services for local government entities.

SECTION V – PRICE PROPOSAL

A. Separate lump sum total cost proposals for preparing (1) the City's Audit, and (2) the City's CAFR, as described in this RFP, for:

1. the fiscal year ending June 30, 2017; and
2. each of the following four fiscal years (FY 2018 through FY 2021).

B. Each cost proposals should clearly reflect the amount of time (*i.e.*, an estimate of the hours and hourly rates) and specify the personnel needed to accomplish all tasks necessary for preparation of (1) the City's Audit, and (2) the City's CAFR, as described in this RFP.

C. Pricing information also should include an estimate and itemization of all non-labor costs, such as for deliveries, transportation, site visits, printing, reproduction, and other expenses. Such expenses are to be included within each lump sum total cost proposal.

D. Payment Schedule. Invoices may be submitted for progress payments during the course of performance of the services set forth in this RFP. Payment will be made by the City following receipt of an invoice in a form acceptable to the City within 30 days after submission of the invoice, providing that the services represented by the invoice have been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to review and approve the work represented by an invoice prior to payment of the invoice.

SECTION VI - EVALUATION CRITERIA

The award will be made on the basis of a recommendation made by an evaluation panel comprised of City staff and must be authorized by formal action of the City Council. Proposals for Audit and CAFR Preparation will be evaluated based on the following criteria:

- ▶ Price for the services set forth in the RFP;
- ▶ Qualifications and experience of the Firm and the personnel assigned to the City's Audit and CAFR preparation and ability to complete the Audit and CAFR preparation in a proper and timely manner;
- ▶ The Firm's past record of performance on similar CAFR and/or local government accounting and auditing projects; and
- ▶ Reference checks.

SECTION VII - ADDITIONAL PROVISIONS

A. Confidentiality. Proposals will be available for public inspection after the award announcement, except as to the extent that a Firm designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Firm's designation of material as confidential will not necessarily be conclusive, and the Firm may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, Section 4-355 General Provisions Article, *Annotated Code of Maryland*.

B. Proposal Expenses. The City is not responsible for expenses incurred in preparing and submitting proposals.

C. Rejection of Proposals. The City reserves the right, in its sole discretion, to reject any and all proposals, in part or as a whole, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City, and to elect not to proceed with the process set forth in this RFP.

D. Duration of Prices. The price proposals submitted are irrevocable for a period of 90 days following the proposal due date.

E. Acceptance of Terms and Conditions. By submitting a proposal, a Firm accepts the terms and conditions set forth in this RFP.

F. Procurement Law. This RFP and any contract entered into as a result of this RFP are governed by *Takoma Park Code*, Title 7, Division 1 (Purchasing), as amended.

CITY OF TAKOMA PARK, MARYLAND
GENERAL CONDITIONS

The General Conditions set out below shall apply to all formal solicitations and competitive bid or proposal process of the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term "bid" and "bidder" as used in these General Conditions shall include the term "proposal" and "offeror" or "respondent." The term "Request for Proposals" as used in these General Conditions shall include "Request for Bids," "Invitation for Bids," and "Requests for Qualifications"

1. Receipt of Proposals

Proposals or amendments received after the date and time specified as the proposal due date will not be considered. No liability shall attach to the City for the premature opening of an improperly addressed or improperly identified proposal.

2. Proposal Due Date

- a. February 17, 2017, at 2:00 P.M.
- b. Unless otherwise specified by the City, all proposals submitted may not be withdrawn after bid opening and shall be binding for City acceptance for ninety (90) days from the proposal due date.

3. Award or Rejection of Proposals

- a. A contract shall be awarded to a responsive and responsible bidder. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information or any technical or formal defect in a proposal; 5) select a proposal and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; 6) reject any and all proposals that comply with the Request for Proposals specifications; 7) elect not to proceed with the process set forth in the Request for Proposals; or 8) accept a higher proposal that complies with the Request for Proposals specifications, provided that, in the judgment of the City, the services or items offered under the higher proposal have additional values or functions justifying the difference in price.
- b. The City reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that the bidder provide additional information or make one or more presentations. The City also has the right to personally interview bidders and to inspect the bidder's place of business, inventory, supplies and equipment prior to making a contract award.

- c. The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.
- d. A written notice of the contract award (or acceptance of the bid) will be provided to the successful bidder within any specified acceptance period. The successful bidder will be expected to sign a City contract.
- e. Specific requirements as to bid bonds shall be incorporated in individual proposal specifications, if required. Although performance and/or payment bonds may be directly addressed in the specifications, the City reserves the right to require a performance and/or payment bond if the City deems it to be in the City's best interests to require a performance and/or payment bond at the time of award or upon execution of the City contract.

4. Payment

Invoices for payment for contract services must be submitted in duplicate. An original invoice and one copy shall be forwarded to the City. Payment will be made upon the City's acceptance of the services or items represented by the invoice. Payment terms are net 30 unless special arrangements have been established.

5. Taxes

Prices proposed under any bid shall not include federal, state or local sales or use taxes. The City of Takoma Park is exempt from such taxes; however, the City's contractors or vendors are not agents and/or employees of the City.

6. Subcontractors

- a. Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.
- b. Bidders shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with the prior written consent of the City Manager.

7. Compliance with Specifications

Bidders should address and clearly satisfy the requirements of this Request for Proposals. Failure to clearly respond to the requirements of the Request for Proposals may result in the bid or proposal as not being responsive. Bidders shall abide by and comply with the true intent of the specifications of this Request for Proposals and not take advantage of any unintentional error or omission.

8. Changes in Specifications

If it becomes necessary to revise or alter any part of this RFP, addenda will be provided on the City website during the proposal period. It is the responsibility of bidders to check the City website for any addenda. All such addenda and changes shall be deemed a part of this RFP and shall become part of the information contained in the RFP as originally issued.

9. Bidder's Certification of Non-Involvement in the Nuclear Weapons Industry

In order to comply with the provisions of *Takoma Park Code* Chapter 14.04, Nuclear-Free Zone, section 14.04.060.C, bidders must certify, by a notarized statement, that the bidder is not knowingly or intentionally a nuclear weapons producer.

10. Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park's living wage requirement for service contracts. The "Living Wage Requirements Certification" must be completed and submitted with the proposal. If a bidder fails to submit and complete the required material information on the Living Wage Requirements Certification, then the proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor to employees under the City's living wage law, is \$14.40 per hour for the period of July 1, 2016, through June 30, 2017. The living wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to any contract awarded thereafter until the date of the next adjustment. Notice of adjustments to the living wage rate can be found on the City's website (<https://takomaparkmd.gov>). The City's living wage law—*Takoma Park Code* section 7.08.180 *et. seq.*—is available at the same website (click on Code).

11. Conflict of Interest

The bidder will be required to warrant and represent that no employee or official of the City, or his or her immediate family member, is directly or indirectly interested in the proposal or will share in or benefit from any contract that results from the proposal.

12. Brokerage Fees, Commissions, Contingency Fees, and Other Compensation

- a. No brokerage fees, finder's fees, commissions, or other compensation or consideration will be payable by the City in connection with the award of a contract under the proposal. The City will not pay any costs or losses incurred by a bidder including, but not limited to, any costs incurred to respond to this Request for Proposals, any requests for supplemental information made by the City, or for actions by the bidder in connection with any negotiations, including, but not limited to, actions to comply with the requirements of the City.
- b. The bidder warrants that no member of the bidder's firm has employed or retained any representative, individual, or firm, other than a bona fide employee working solely for the bidder firm, to solicit or secure any contracts hereunder and further warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of a contract under the proposal.

13. Indemnification and Insurance

- a. The commencement of any negotiation does not represent any obligation or agreement on the part of the City. No bid or proposal shall be deemed accepted until authorized by the City Council and a contract or purchase order between the City and the bidder is executed. Either the City or the bidder may terminate negotiations at any time with or without cause. If negotiations are terminated by either party, neither the City nor the bidder will have any rights against or liabilities to the other party.
- b. The selected bidder is responsible for any loss, personal injury, death, property damages, and any other damages of every name and description that may be done or suffered by reason of the bidder's negligence or failure to perform any contractual obligations. The selected bidder shall defend, indemnify, and hold harmless the City of Takoma Park, its employees, officials, and agents, from and against all losses, liabilities, claims, demands, damages, suits, costs, and expenses of any kind, including attorney's fees and litigation expenses, whether for personal injury, property damage or other liability arising out of or in any way connected with the bidder's acts or omissions under the Request for Proposals or under any contract resulting from the Request for Proposals.
- c. The selected bidder must obtain at its own cost and expense, and keep in force and effect during the term of any contract with the City for the contract work, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the City prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The City of Takoma Park

must be named as an additional insured on all liability policies; however the selected bidder is not required to provide the City with a copy of any professional liability insurance policy or to include the City as an additional insured on any professional liability insurance policy. A minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, by the City Manager.

<u>Coverage</u>	<u>Amount or Limits</u>
Workers Compensation (for bidders with employees)	
Bodily injury by	
Accident (each)	\$100,000.00
Disease (policy limits)	\$500,000.00
Disease (each employee)	\$100,000.00
Commercial General Liability	\$500,000.00
(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors and products liability.)	
Minimum Automobile Liability*	
(Including owned, hired and non-owned automobiles.)	
Bodily injury, each person	\$250,000.00
Bodily injury, each occurrence	\$500,000.00
Property damage, each occurrence	\$300,000.00
*If operation of an automobile is required for performance of any of the services set forth in the RFP.	
Professional Liability (for professional services contracts only)	
For errors, omissions, and negligent acts, per claim and	
Aggregate, with one year discovery period and maximum deductible of \$25,000.00	\$1,000,000.00

14. Changes

- a. The City may, at any time, by written order, make changes to the Scope of Services as set forth in the Request for Proposals. If such changes cause an increase or decrease in the bidder's cost or time required for performance of any project service, an equitable adjustment, if applicable, may be made and the parties' contract modified in writing accordingly.
- b. Any claim of the bidder for adjustment under this clause must be asserted in writing within fourteen (14) days from the date of receipt, by the bidder, of the notification of the change order, unless the City grants a further period of time.

- c. No service for which additional compensation will be charged by the bidder shall be furnished without the written authorization of the City.

15. Attachments

- a. Price Proposals:

Part 1. – Price proposal for preparation of AUDITS of
City of Takoma Park Financial Reports for FY 2017 – FY 2021

Part 2. – Price proposal for preparation of City of Takoma Park CAFR for
FY 2017 – FY 2021

- b. Certification of Non-Involvement in Nuclear Weapons Industry
- c. Living Wage Requirements Certification
- d. References
- e. Qualification and Certification Statement

PRICE PROPOSAL
OF

_____ (Firm Name)

**Part 2.a. - ALL INCLUSIVE PRICE FOR PREPARTION OF CITY OF TAKOMA PARK
 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)**

3. Total all-inclusive maximum price for FY 2017 CAFR: \$ _____

4. Total all-inclusive maximum price for subsequent 4 fiscal year CAFR:

e. FY 2018 CAFR: \$ _____

f. FY 2019 CAFR: \$ _____

g. FY 2020 CAFR: \$ _____

h. FY 2021 CAFR: \$ _____

TOTAL PRICE FOR FY 2017 THROUGH FY 2021 CAFR: \$ _____

**Part 2.b. – SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR PREPARTION OF CITY OF
 TAKOMA PARK FY 2017 CAFR**

	<u>Hours (est.)</u>	<u>Hourly Rate</u>	<u>Total</u>
Partners	_____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____
Other (specify): _____	_____	\$ _____	\$ _____
SUBTOTAL:	_____	\$ _____	\$ _____

Out-of-pocket expenses (specify):

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR FY 2017 CAFR: \$ _____

**CITY OF TAKOMA PARK, MARYLAND
CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY**

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per Section 14.04.090:

“Nuclear weapons producer” is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

“Production of nuclear weapons” includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

“Nuclear weapon” is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

“Component of a nuclear weapon” is any device, radioactive substance or nonradioactive substance designed, knowingly and intentionally, to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed this Certification this _____ day of _____, 201__.

Firm Name: _____

By: _____ (SEAL)
Signature

Print Name & Title

State of _____, County of _____:

Subscribed and sworn to before me this _____ day of _____, 201__.

My commission expires: _____

Notary Public

LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.200.B)

Business Name: _____
Address: _____
City, State, Zip Code: _____
Phone Number: _____
Fax Number: _____
E-Mail: _____

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.190 (see item B below):

Contact Name: _____ Title: _____
Phone Number: _____ Fax: _____ E-Mail: _____

CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A "CONTRACTOR."

A. Living Wage Requirements Compliance

_____ This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code, Section 7.08.180 et. seq.*). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

Effective July 1, 2016, the Living Wage Rate is \$14.40 per hour through June 30, 2017.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

_____ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

_____ A public entity.

_____ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501c(3) of the Internal Revenue Code.

_____ A contract procured through an emergency procurement, sole source procurement, or cooperative procurement.

_____ A contract for electricity, telephone, cable television, water, sewer or similar service delivered by a regulated public utility.

_____ A contract for the purchase or lease of goods, equipment or vehicles.

_____ A contractor who is prohibited from complying with the City's living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement. **(Must specify the law and/or furnish a copy of the contract or grant.)**

C. Living Wage Requirements Reduction.

_____ This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employer's share of the premium for that health insurance is

\$ _____.

(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.200.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park, will comply with all applicable requirements of the City's living wage law.

Authorized signature: _____

Print name: _____

Title of authorized person: _____

Date: _____

CITY OF TAKOMA PARK, MARYLAND



REFERENCES

Respondent shall furnish a representative list of at least three (3) references involving work as specified in the Request for Proposals. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal. The City may make such investigation, as it deems necessary to determine the ability of the Respondent to furnish the services and the Respondent shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Firm fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the contract and deliver the services herein.

Organization Name: _____

Address: _____

Contact Person: _____ Phone: _____

E-Mail: _____ Contract Value/Completion Date: _____

Project Description: _____

Organization Name: _____

Address: _____

Contact Person: _____ Phone: _____

E-Mail: _____ Contract Value/Completion Date: _____

Project Description: _____

Organization Name: _____

Address: _____

Contact Person: _____ Phone: _____

E-Mail: _____ Contract Value/Completion Date: _____

Project Description: _____

QUALIFICATION AND CERTIFICATION STATEMENT

NAME OF ENTITY _____

Business Address: _____

Telephone Number: _____

Email: _____

Web Site: _____

ENTITY'S AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

Address: _____

Telephone Number (office and cell): _____

E-Mail: _____

ORGANIZATIONAL STRUCTURE: Identify the legal structure of the entity responding to the Request for Proposals and include requested information with this submission.

____ A.1. A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

____ A.2. List the name of the corporation and the names and titles of the corporation's directors and officers:

____ B.1. A foreign corporation, incorporated under the laws (insert jurisdiction)

____ B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.

____ B.3. List the name of the corporation and the names and titles of the corporation's directors and officers:

____ C. A sole proprietor doing business under his/her individual name.

Individual name: _____

____ D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry).

List individual name and the trade or business name: _____

____ E. A partnership. List the type of partnership and the names of all general partners:

____ F.1. A limited liability company organized under the laws of the State of Maryland and authorized and in good standing to do business in the State of Maryland.

____ F.2 List the limited liability company name and the names of all members:

____ G.1 A foreign limited liability company organized under the laws of _____
(insert jurisdiction name).

____ G.2. The foreign limited liability company is authorized and in good standing to do business in the State of Maryland.

____ G.3. List the foreign limited liability company name and the names of all members:

____ H. Other (explain): _____

CERTIFICATION

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Invitation for Bids or the Request for Proposals for the prices listed on the enclosed Price Proposal Sheet, if any, and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this bid/proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid or proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the Respondent.

Respondent Name (print): _____

By: _____

(Signature)

(Date)

Print Name: _____

Title: _____