



City of Takoma Park, Maryland

Request for Proposals

Housing and Economic Development Strategic Plan
 No. HCD-20161121

ISSUANCE DATE	Monday, November 21, 2016																														
SUBMISSION DEADLINE	Wednesday, December 28, 2016 – 12:00 p.m. NOON																														
INFORMATION MEETING	Friday, December 2, 2016 – 10:00 a.m.																														
PURPOSE	Housing and Economic Development Strategic Plan: Request for Proposals (RFP) for the development of an integrated strategic plan for the preservation, retention, and expansion of the City of Takoma Park’s housing and economic development infrastructure.																														
INQUIRIES	Sara Anne Daines, Director Housing and Community Development Department City of Takoma Park 7500 Maple Avenue, Takoma Park, Maryland 20912 301.891.7224 sarad@takomaparkmd.gov																														
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Request for Proposals is available online at <http://www.takomaparkmd.gov>

CITY OF TAKOMA PARK, MARYLAND

The Takoma Park City Council, having identified as priorities for the City, “the advancement of its economic development efforts” and the “creation of a livable community for all,” has authorized the development of a community wide strategic plan for the purpose of ensuring that a “range of safe, quality, and stable housing options are available for residents of varying incomes” and “to attract new businesses to the community and prepare for economic development within the City and the region.” (Council Resolution 2016-04, adopted February 24, 2016)

The City Council is interested in a plan with actionable recommendations both for housing and for economic development, recognizing that there is considerable overlap in background information, issues identification and prioritization, and in recommendations. Nevertheless, the City expects specific information and recommendations for both housing and for economic development.

The Strategic Plan is anticipated to be completed within six months of the issuance of a contract. Through the course of the project, it is anticipated that some actionable items may be identified that can be pursued by the City before the final work on the Strategic Plan is completed.

The City Council has budgeted \$90,000 for the development of a Housing and Economic Development Strategic Plan. Additional resources may be available at the discretion of the City Council.

I. BACKGROUND

The City of Takoma Park, a municipality of approximately 17,000 residents in Montgomery County, Maryland, is a vibrant community comprised of a diversity of cultures, interests and viewpoints. Takoma Park is bordered by Washington, D.C. on the south, the unincorporated communities of Silver Spring and Long Branch in Montgomery County on the west and north, and the unincorporated communities of Langley Park and Chillum in Prince George’s County on the north and east. The City is known for its active and engaged citizens, as well as its small town character, historic homes, many apartment buildings, and local businesses.

Commercial Centers

The City has several commercial districts: the Old Takoma area, along Carroll Avenue (MD 195) from the intersection with Ethan Allen Avenue (MD 410), to the DC/Maryland boundary; the Takoma Langley Crossroads area, at the intersection of University Boulevard (MD 193) and New Hampshire Avenue (MD 650); the remaining commercial area of New Hampshire Avenue to Eastern Avenue, at the DC/Maryland boundary; and smaller commercial areas at Flower Avenue and Piney Branch Road, and Maple Avenue.

The Old Takoma commercial area, and the Old Takoma Business Association, an active business organization developed with the Main Street model, span the boundary line with approximately 200 businesses near the Takoma Metro station. The area is part of Takoma Park's historic district, which was designated as significant as both an early railroad suburb and a streetcar community. The area has very low vacancy rates and a new vitality with the opening of several restaurants and new apartment buildings in the last few years. A City-owned parking lot of 53,000 square feet at the Takoma Junction is slated for [redevelopment](#).

The Takoma Langley Crossroads area and the Takoma Langley Crossroads CDA represent a different type of commercial area. With aging strip shopping centers and low vacancy rates, the commercial district has a higher percentage of new immigrant business owners and customers. The two corners of the intersection in Takoma Park, the south corners, are each owned by large property owners and developers in the Washington region: BF Saul and JBG respectively.

Two significant opportunities and changes will impact Takoma Park in the coming years: the relocation of the Washington Adventist Hospital and the repurposing of its campus, and the advent of the Purple Line light rail line with stations at the Crossroads and in Long Branch.

Residential Development

Takoma Park is largely residential, with a mix of single family homes and small and large apartment buildings. About half of the households rent (48%) and about half own their own home or condominium unit (52%). Homes range from historic bungalows and Victorians to modest colonials and ramblers.

There has been little significant residential development in the community in the past three decades. Almost 80% of the owner occupied housing units and roughly 65% of the renter-occupied units were constructed prior to 1959. Ten percent of the renter-occupied units were built after 1980. Many of the Victorian houses and bungalows that the community is known for are located within the boundaries of the Takoma Park Historic District. High-rise apartment buildings, constructed in the 1950s and 1960s, are located along Maple and New Hampshire Avenues.

Rental rates in the community are typically lower than in surrounding jurisdictions. This is due in part to the City's rent stabilization law which has been in place in Takoma Park since the early 1980s. According to a recent county-wide survey of rental facilities conducted by the Montgomery County Department of Housing and Community Affairs, Takoma Park has lower average rental rates compared to the rest of the County. The median gross rent in Takoma Park is over \$500 less per month than that found in the balance of the County.

Median home values in Takoma Park are higher than Montgomery County as a whole. Approximately 46% of the houses in Takoma Park are valued greater than \$500,000, compared to 42% for the County.

II. PURPOSE

The City of Takoma Park is seeking a qualified consultant to prepare a citywide Housing and Economic Development Strategic Plan that provides a framework for the preservation, retention, and expansion of its existing housing and economic development infrastructure, builds upon the community's existing strengths, identifies opportunities, and increases the capacity of the organization to meet the needs of the community. The Plan should answer three main questions: Where are we? Which direction should we go? How do we get there? The City's ultimate goal is to sustain and expand its economic base and available housing options to provide for a high quality of life for all residents.

The Plan should set out a key set of strategies, with action items, that build upon the City's current economic asset base, identify how to overcome its challenges, facilitate the growth and expansion of existing business sectors, and promote redevelopment along key corridors identified as integral to the City's economic future. These strategies should address the needs of and impediments faced by existing businesses, while defining methods for attracting and growing new assets and areas of opportunity. Identifying and maintaining a balance between the preservation and expansion of existing assets is necessary in a "built-out" community like the City of Takoma Park.

The Plan will also set out a key set of strategies, with action items, that preserve, diversify and expand existing housing opportunities in a region with escalating housing prices. The strategies developed should address the housing needs of the community's economically diverse population, consider the impact of Takoma Park's rent stabilization program on the current housing stock and the future development of new housing, and detail methods for expanding quality rental and homeownership options for families, older residents, and low and moderate income individuals and households.

In addition, the Plan must integrate the research and recommendations of the work done by the Maryland National Capital Park and Planning Commission (MNCPPC), the Montgomery County Planning Department and Department of Housing and Community Affairs, the Maryland Department of Planning, the Washington Metropolitan Area Council of Governments, and the Old Takoma Business Association.

III. SCOPE OF WORK

a. Housing and Economic Analysis

"Where are we?"

Anticipated Time Frame: 1 – 2 months

The Consultant will conduct an analysis of the City of Takoma Park that integrates current and projected economic and housing data with regional development trends and acknowledges the

City's standing in the surrounding Metropolitan area. The purpose of this analysis will be to better understand Takoma Park's economy and housing market in the context of the larger metro economy in order to identify unique opportunities for the growth and diversification of the community's existing assets.

During this phase of the study, the Consultant will review relevant studies, reports and other related information provided by the City of Takoma Park. To the degree possible, City staff will make available local data requested by the Consultant, understanding that the Consultant may have better and more convenient sources of data than the City. The City will also provide information regarding its current programs, staffing and budget. The City will provide a listing and general function of local, regional and state economic development and housing partners.

Deliverables

Housing and Economic Analysis Report: Produce a report containing a detailed analysis of the economic well-being of the community. Report should include the identification and analysis of the following:

- a) Local and regional trends and their impact on the demographic and economic make-up of Takoma Park's populations, the business community, and the existing housing stock
- b) The intersection of economic development and housing trends in Takoma Park and the ways they impact one another
- c) Takoma Park's economic position within the greater metropolitan area and how the shared economies interact
- d) Comparative advantages and disadvantages of Takoma Park to similar competitive markets
- e) Impact of the City's economic development and affordable housing efforts on future commercial and residential development and redevelopment
- f) Local regulatory and legislative measures and their impact on access to good quality affordable housing and the viability of the business community
- g) Condition and affordability of existing housing stock and commercial properties
- h) Other factors identified by the Consultant that may impact the preservation and development of affordable housing and the success of the local business community

b. Issues Identification and Prioritization

"Which direction should we go?"

Anticipated Time Frame: 1 – 2 months

The Consultant will design a process to determine more specifically the housing and economic development goals of the City's elected officials and to identify what the community views as key growth and economic drivers or opportunities.

Using the Housing and Economic Analysis as a starting point, the Consultant will facilitate an analysis of community strengths, weaknesses, opportunities and threats (SWOT) that may impact the City's economy and housing future. Questions to be asked could include: What are the key economic drivers from a business or housing investor's perspective? How is the City's overall business climate? What are the impediments to expanding and improving the quality and diversity of the City's housing options?

These focus groups, meetings and/or workshops with elected officials, business leaders, housing advocates, and others as identified by the Consultant and staff, will use the SWOT analysis to develop and prioritize a list of guiding principles. Of primary importance will be the development and prioritization of those goals that can be accomplished over a three to five-year timeframe. It will also be useful to identify those goals that the City needs to track and address over a longer, ten-year timeframe. Every effort should be made during this process to create a balance between developing an atmosphere that encourages open dialogue and an agenda structure that frames a clear examination of the housing and economic development challenges faced by the community.

The product of this task will be the identification of a shared vision for the future of the community. It will include the identification and ranking of housing and economic development issues and a set of guiding principles for the development of strategies to advance the community's shared housing and economic development goals.

Deliverables

SWOT Assessment: Produce a report containing a detailed analysis of the strengths, weakness, opportunities and threats identified during the discussions with the community. The goals identified during this process should be developed and prioritized. The report should include the following:

- a) The constraints and opportunities identified during the SWOT Assessment, e.g. cost and diversity of housing stock, availability of developable land, ease of commuting, infrastructure capacity, redevelopment and financing constraints, impact of local legislation on housing and commercial sectors, potential land value changes, business climate issues, etc.
- b) A prioritized listing of strategic issues for elected officials and community leaders that can serve as the basis for formulating goals, objectives and strategies for the Plan.

- c) A broad set of values and philosophies which will guide the creation and implementation of the goals, objectives and strategies to be developed in the Plan.

c. Strategic Plan

“How do we get there?”

Anticipated Time Frame: 1 – 2 months

The Consultant will identify and articulate housing and economic development goals and objectives based on research, data analysis and community input. The Consultant will translate the goals and objectives into specific strategies, with actions and performance targets that are realistic and attainable.

The plan developed should focus on those strategies and activities that have the greatest potential for success. The plan should also focus on those broader activities and policies where the City can meaningfully influence the creation and retention of jobs, preserve and expand available housing opportunities, and increase the tax base.

The Consultant will work with City staff to identify organizational responsibility for completing each strategy (including partners), funding requirements, overall impacts desired from the plan, and recommend an approach for evaluating and adjusting the plan during its useful life.

The Consultant will present the completed Plan to the City Council and participate in the presentation of the Plan to the community, as needed.

Deliverables

Housing and Economic Development Strategic Plan: The Plan, to be presented to the City Council by the Consultant upon completion, will include goals, objectives and strategies that assist the City in further diversifying its economy and in providing housing options in the community. The Plan should address the following specific concerns:

- a) Identify areas in which increased collaboration would accrue economies of scale, benefit community partners, and achieve strategic objectives. This could include key partnerships (government, private and non-profit) that will improve the success of the plan. Provide recommendations as to the appropriate level of involvement from each party of these collaborations.
- b) Generate actionable ideas to identify and support “home grown” or local businesses and create strong tie-ins between the needs of large to medium businesses and the entrepreneurial activity of small businesses, and new business sectors identified in the SWOT analysis.

- c) Identify up to five primary redevelopment opportunities for focused commercial and housing development. Identify changes in land use and/or zoning that could facilitate achievement of the desired objectives at these locations.
- d) Provide specific recommendations for addressing identified gaps in the City's current housing and economic development programming.
- e) Provide specific programming recommendations for the use of the Takoma Park Housing Fund and identify opportunities for its ongoing recapitalization.
- f) Identify strategies for accessing available resources to attract public and private investment in the community.
- g) Identify available incentive programs that will help attract new job growth, retain existing jobs in targeted industries, and preserve and maintain the existing housing stock.
- h) Provide specific recommendations for addressing identified regulatory and legislative obstacles limiting desired commercial investment in the community and affordable housing development.
- i) Identify marketing strategies for attracting private commercial and housing investment with specific recommendations on the type of information that would be most effective in marketing the community and the decision makers and consultants that should be targeted.
- j) Develop outcome measures to assess, monitor and improve the action strategies on an ongoing basis.

IV. PROPOSAL REQUIREMENTS

Respondents should address and clearly satisfy the requirements of the RFP. Failure to clearly respond to the requirements of the RFP may result in the rejection of the proposal as not being responsive to this RFP. The City reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that any respondent provide additional information or make one or more presentations.

a. Letter of Interest and Executive Summary

Attach a letter of interest that explains the firm's interest in working on this project. Include an "Executive Summary" which explains the firm's qualifications and experience as they pertain to the Scope of Work and Deliverables. The names and titles of the persons who will be authorized

to make representations for the firm should be listed.

b. Firm Overview

Provide the following information regarding the firm. If the use of sub-consultants is proposed, similar information should be provided for each sub-consultant.

- I. Brief history of the firm, including the year it was established
- II. Names and resumes of the firm's principal(s). Indicate the amount of involvement the principal(s) will have under this assignment
- III. Names and qualifications of individuals who would conduct the work described and an organizational chart
- IV. List of ongoing contracts/projects with their current status and projected termination dates

c. Relevant Experience and Past Performance

Provide the following information regarding the firm's relevant experience:

- I. Describe the firm's past performance and experience, noting primary projects
- II. Detailed description of comparable projects with similar scope of services required which the firm has either ongoing or completed within the past three years. The description should specify whether the project is completed or ongoing and should include the following: a) client name, b) description of work, c) duration of the project, d) contact person and phone number for reference, and e) the results/deliverables of the project
- III. Relevant work samples

d. References

Provide the name, address, telephone and email address for at least three references that would be capable of explaining and confirming the firm's capacity to successfully complete the scope of work outlined herein. References should be from the last five years.

e. Approach to Services and Proposed Schedule

Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks. Identify any issues or concerns of significance that may be appropriate. Include a timeframe for completion of each component of the work identified in the Scope of Services. The project is anticipated to be completed within six months of the issuance of a contract.

f. Fee for Services

Provide a fee for services for each of the components identified in the Scope of Services, noting staffing levels, number of projected site visits and other associated costs. A copy of the firm’s current billing rate schedule should be included in the submission.

Work will be performed on a fixed, not to exceed price basis for a defined number of consultant site visits, with provisions for change orders, costs for additional site visits and time extensions.

The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the consultant proposal and the completion of identified tasks, including staff review and consultant revisions.

g. Required Certifications

The following certifications, included as attachments, must be submitted with the proposal:

- I. Qualification and Certification Statement
- II. Certification of Non-Involvement in the Nuclear Weapons Industry
- III. Living Wage Requirements Certification
- IV. Metropolitan Council of Governments Rider Clause

V. SUBMISSION INFORMATION AND DEADLINE

Deadline for the submission of proposals is 12:00 p.m. EST on Wednesday, December 28, 2016.

Proposals must be submitted electronically to housing@takomaparkmd.gov . The email subject line shall read “RFP #HCD 20161121” with the proposal attached as a PDF.

A confirmation email will be sent within 24 hours of the receipt of a proposal email. If no confirmation is received within that time frame or before the deadline date and time, please contact Sara Anne Daines at 301-891-7224 or by email at sarad@takomaparkmd.gov to confirm that the proposal was received.

All submittals received after the closing date and time will be returned unopened.

VI. INFORMATION MEETING

An informational meeting will be held on Friday, December 2, 2016 at 10:00 a.m. EST in the Takoma Park Community Center Auditorium, 7500 Maple Avenue, Takoma Park. City staff will be available to clarify the requirements of this RFP and to respond to questions. Attendance is not mandatory but is encouraged.

VII. QUESTION AND ANSWER PERIOD

All questions regarding this RFP must be submitted in writing no later than December 14, 2016. Responses will be posted on the City’s website at www.takomaparkmd.gov on or before December 16, 2016.

Questions may be submitted by email or mail and directed to
Sara Anne Daines, HCD Director
7500 Maple Avenue, Takoma Park, MD 20912
sarad@takomaparkmd.gov

VIII. CHANGES IN SPECIFICATIONS

The City may, during the proposal period, advise prospective respondents by bulletin or addenda of changes in information contained in the RFP. Updates will also be posted on the City website: <http://www.takomaparkmd.gov/>. All such changes shall be deemed a part of the RFP, and shall become part of the information contained in the RFP as originally issued.

IX. SELECTION PROCESS AND EVALUATION CRITERIA

a. Selection Process

Proposals submitted by the December 28, 2016 deadline will be reviewed for their responsiveness to this RFP by an Evaluation Committee comprised of City staff. Only proposals that comply with all the objectives, provisions and requirements of this RFP will be considered for review. The Evaluation Committee may choose to interview those respondents which it deems to warrant further consideration based on the merits of their proposal. Committee recommendations will be forwarded to the City Council for final consideration and award of contract in mid to late January 2017. The decision of the City Council is final.

b. Evaluation Criteria

City staff will evaluate and rank responsive proposals using the criteria listed below. Additional evidence of unique skills or relevant experience also will be considered. All references will be subject to appropriate evaluation. The maximum score per proposal is 100 points.

Evaluation Criteria	Points
Qualification, Experience and Technical Expertise of Firm and Identified Team	35
Project Approach	35
Quality of Past Projects and Performance	20
Cost	10
Total Possible Points	100

c. Rejection of Proposals

The City of Takoma Park has the right, in its sole and absolute discretion, to reject any and all proposals in the best interests of the City, to accept or reject any part of any proposal, to waive any technical or formal defect therein, and to elect not to proceed with the process set forth in this RFP.

X. GENERAL TERMS AND CONDITIONS

The accompanying General Conditions (Exhibit A) apply to all formal solicitations for 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.”

CITY OF TAKOMA PARK, MARYLAND
GENERAL CONDITIONS OF CONTRACT

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The City may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the City access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. CHANGES

Within the general scope of the contract work, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. In such cases, the contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. The contractor shall not proceed with these changes (either additions or deletions) without a Change Order or Contract Amendment being signed by both the City and the contractor and the Order or Amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change. Any claim of the contractor for an adjustment in time or money due to change must be made in writing within 30 days from the date the City notified the contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" articles of these General Conditions. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

3. CONTRACT ADMINISTRATION

A. The contract administrator is the City's representative for purposes of the contract and is authorized to:

- (1) serve as liaison between the City and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
- (7) approve or reject invoices for payment;
- (8) recommend contract modifications or terminations; and
- (9) issue notices to proceed and task and purchase orders.

B. The contract administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the City's contractual rights.

4. DISPUTES

A. Any dispute arising under this contract which is not resolved by an agreement between the parties shall be decided by the City Manager, after reasonable opportunity is provided for all parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this contract by the City, contractor must proceed diligently with contract performance. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

B. A decision by the City Manager or his or her designee under the disputes procedure set forth in these General Conditions shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County. Both parties waive trial by jury in any action on all matters arising out of this Contract.

5. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract.

6. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

8. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the City's Request for Proposals or other written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the City's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the City and to the City's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the City of the goods, services, or construction.

D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, City and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested or approved by the City in the contract documents or specifications.

9. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

10. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of the contractor's negligence, malfeasance or failure to perform any contractual obligations. The contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by the contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, the contractor must defend the City in any action or suit brought against the City arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence or malfeasance of any agent, subcontractor or employee of the contractor is deemed to be the negligence or malfeasance of the contractor. For the purposes of this paragraph, City includes its commissions, departments, agencies, agents, officials, and employees.

11. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the City.

12. INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

13. INSURANCE

Prior to contract execution by the City, the contractor must obtain at its own cost and expense the insurance specified below or in an attachment to the contract or these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland. Contractor must keep this insurance in full force and effect during the term of this contract, including all modifications, renewals, and extensions of this contract. Unless expressly provided otherwise, the below Insurance Requirements apply to the contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the City, the contractor must provide a copy of any and all insurance policies to the City. The contractor's insurance must be primary. The City of Takoma Park, Maryland, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the City of cancellation or

material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The City Manager, or his or her designee, may waive the requirements of this section, in whole or in part.

Subcontractors. If contractor uses subcontractors or affiliates with another entity to perform any part of the contract work, then contractor shall include all subcontractors or affiliated entities as insured under its policies or shall furnish separate Certificates of Insurance for each subcontractor or affiliate entity. All coverages for subcontractors or affiliate entities shall be subject to all of the requirements stated herein.

	<u>INSURANCE REQUIREMENTS</u>		
	<u>Contract Dollar Values</u>		
	<u>Up to \$50,000</u>	<u>Up to \$100,000</u>	<u>Up to \$1,000,000</u>
Workers Compensation (for contractors with employees)			
Bodily Injury by			
Accident (each)	\$100,000	\$100,000	\$100,000
Disease (policy limits)	\$500,000	\$500,000	\$500,000
Disease (each employee)	\$100,000	\$100,000	\$100,000
Commercial General Liability (minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors and products liability)	\$300,000	\$500,000	\$1,000,000
Minimum Automobile Liability (including owned, hired and non- owned automobiles)			
Bodily Injury			
each person	\$100,000	\$250,000	\$500,000
each occurrence	\$300,000	\$500,000	\$1,000,000
Property Damage - each occurrence	\$300,000	\$300,000	\$300,000
Professional Liability (for professional services contracts only) (for errors, omissions, and negligent acts, per claim and aggregate, with 1-year discovery and \$25,000 maximum deductible)	\$250,000	\$500,000	\$1,000,000
<u>Certificate Holder</u> City of Takoma Park (Contract # _____) 7500 Maple Avenue, Takoma Park, MD 20912			

14. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages,

claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

15. NON-CONVICTION OF BRIBERY; WARRANTIES

Contractor warrants and represents to its best knowledge: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this contract; that any proposal upon which this contract was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this contract is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the contract work has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

16. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. The contractor assures the City that it does not, and agrees that it will not; discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

17. PAYMENTS

No payment by the City may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the City.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. The contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the City that authorizes the contractor to perform work for the next contract term.

18. TERMINATION FOR DEFAULT

A. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the City may terminate the contract, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in an invoice or other verification required to obtain payment under the contract or other dishonesty on a material matter relating to the performance of services under this contract.

2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this contract, failure to satisfactorily perform any part of the contract work or to comply with any provision of this contract, as determined by the City's contract administrator in his or her sole discretion, including:

- a) Failing to commence work when notified.
- b) Abandoning the work. Visual inspection by the City's contract administrator will serve as evidence of abandonment.
- c) Subcontracting any part of work without the City's prior approval.
- d) Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of the contract.
- e) Failing to adhere to the required specifications for the contract work.

3. Contractor, or any partner, member, principal or officer of contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

4. Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of contractor's insolvency.

5. Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of the contract, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

B. In the event of a default, the City shall provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the City's written notice. However, if the City determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

19. TERMINATION FOR CONVENIENCE

This contract may be terminated by the City, in whole or in part, upon written notice to the contractor, when the City determines this to be in its best interest. The termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

20. TIME

Time is of the essence.

21. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

QUALIFICATION AND CERTIFICATION STATEMENT

NAME OF ENTITY _____

Business Address: _____

Telephone Number _____

Fax: _____

Web Site: _____

AUTHORIZED REPRESENTATIVE

Name: _____

Title: _____

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 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 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:_____ Date _____
Signature

Print Name_____

Title:_____

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, limited liability company 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 _____, 20__.

Contractor Name: _____

By: _____ (SEAL)

Signature

Print Name & Title

State of _____, County of _____:

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

My commission expires: _____

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 Number: _____
 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.*, amended by Ordinance No. 2013-26). 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.

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 corporate, partner,
member or proprietor signature: _____

Print name: _____

Title of authorized person: _____

Date: _____

**Metropolitan Washington Council of Governments
Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the Bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contracts) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of our bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with-the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a- jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction
- F. The issuing jurisdiction shall not be held liable for any costs or damages, incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia
___	___	Alexandria Public Schools
___	___	Arlington County, Virginia
___	___	Arlington County Public Schools
___	___	Bowie, Maryland
___	___	College Park, Maryland
___	___	Culpepper County, Virginia
___	___	District of Columbia
___	___	District of Columbia Public Schools
___	___	District of Columbia Water & Sewer Authority
___	___	Fairfax, Virginia
___	___	Fairfax County, Virginia
___	___	Fairfax County Water Authority

____ ____ Falls Church, Virginia
____ ____ Fauquier County Schools & Government, Virginia
____ ____ Frederick County, Maryland
____ ____ Frederick County Public Schools
____ ____ Gaithersburg, Maryland
____ ____ Greenbelt, Maryland
____ ____ Herndon, Virginia
____ ____ Loudoun County, Virginia
____ ____ Manassas, Virginia
____ ____ Maryland-National Capital Park & Planning Commission
____ ____ Metropolitan Washington Airports Authority
____ ____ Metropolitan Washington Council of Governments
____ ____ Montgomery College
____ ____ Montgomery County, Maryland
____ ____ Montgomery County Public Schools
____ ____ Prince George's County, Maryland
____ ____ Prince George's County Public Schools
____ ____ Prince William County, Virginia
____ ____ Prince William County Public Schools
____ ____ Prince William County Service Authority
____ ____ Rockville, Maryland
____ ____ Stafford County, Virginia
____ ____ Takoma Park, Maryland
____ ____ Vienna, Virginia
____ ____ Washington Metropolitan Area Transit Authority
____ ____ Washington Suburban Sanitary Commission