



**City of Takoma Park, Maryland
Solicitation for Community Engagement Process for the
Redevelopment of the Takoma Park Recreation Center
HCD#2019-12-20**

ISSUANCE DATE: Friday, December 20, 2019

SUBMISSION DEADLINE: Friday, January 31, 2020 11:59 PM EST

INFORMATION CALL: Wednesday, January 8, 2020 – 10:30 AM EST
Dial: 301-891-7650

PURPOSE: To engage a firm or team to implement a robust community engagement process for the redevelopment of the Takoma Park Recreation Center. The primary objective of this effort is to educate and engage residents in the redevelopment process resulting in informed community needs and preferences for the development site.

INQUIRIES: Samira Cook Gaines, Economic Development Manager
Housing and Community Development Department
City of Takoma Park
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Takoma Park, Maryland 20912
samiracg@takomaparkmd.gov

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| TABLE OF CONTENTS | | |
| Statement of Purpose | 2 | |
| Background. | 2 | |
| Community Engagement Goals | 3 | |
| Supplemental Information | 4 | |
| Timeline | 4 | |
| Submission Information and Deadlines | 4 | |
| Submission Requirements | 4 | |
| Informational Call | 5 | |
| Selection Process | 5 | |
| Evaluation Criteria. | 6 | |
| General Terms and Conditions | 6 | |
| Exhibit A: General Conditions of Contract | 7 | |
| Form A: Qualifications and Certifications Statement. | 14 | |
| Form B: Non-Involvement in Nuclear Weapons Industry | 16 | |
| Form C: Living Wage Requirements Certification | 17 | |
| Form D: MWCOG Rider Clause | 19 | |

CITY OF TAKOMA PARK MARYLAND
Solicitation for Community Engagement Process for the Redevelopment of the
Takoma Park Recreation Center

STATEMENT OF PURPOSE

The City of Takoma Park will engage a firm to implement a robust community engagement process for the redevelopment of the Takoma Park Recreation Center. The primary objective of this effort is to begin an equitable community engagement process that educates the residents of Takoma Park on the development process and captures the informed needs and preferences for the redevelopment project so that the City can implement a collaborative process as this site is redeveloped. It is imperative that the process is inclusive and values the diversity of input from all City residents, especially residents living within close proximity of the future redevelopment site.

BACKGROUND

The Takoma Park Recreation Center, 7315 New Hampshire Avenue, is sited within the study area of the Takoma Langley Crossroads Sector Plan. The Sector Plan, adopted by the Maryland National Capital Park and Planning Commission and endorsed by the Takoma Park City Council, provides a framework for the redevelopment and revitalization of the Takoma Langley Crossroads, a major commercial node located at the intersection of University Boulevard East and New Hampshire Avenue. The Plan recommends the replacement of the Recreation Center due to its age, poor condition, inefficient layout and limited capacity. The facility, constructed in approximately 1970, is located on a 1.8577 acre site, less than ½ mile from the planned Takoma Langley Crossroads stop on the future Purple Line light rail system.

The Takoma Park Recreation Center has recently been acquired by the City from the Maryland National Capital Park and Planning Commission (M-NCPPC). Terms of acquisition included the retention of the recreational functionality of the existing facility as a component of a larger mixed-use development, or alternatively the development of an expanded stand-alone facility sited so as to continue to provide recreational programming for the community in close proximity to the existing facility. It is important to the City that the site be developed in a manner that innovatively responds to the recreational needs of the community and, to the extent feasible, expands housing opportunities available to residents. It is equally important to the City that the engagement process is inclusive of resident feedback that represents the diversity of the City's population.

The population of Takoma Park is approximately 17,500 people, the majority being people of color: 34% black or African American, 14.5% Hispanic or Latinx, 4.4% Asian, 43.3% white, and 3.8% Other. The housing make-up of the City is nearly an even split with 53% of homes owner-occupied and the remaining 47% occupied by renters.

The City currently engages residents offline through City Council meetings and small group committee meetings. Residents also engage with the City online through email, neighborhood listservs, and social media. The vast majority of the residents that reach out to the City are older, white homeowners who greatly outweigh their neighbors in requests, input, and feedback to City staff and Council. Oftentimes there are little to no residents of color in public meetings and no comments received from them even when the topics of discussion directly affect them.

Additionally, renters are also less like to interact with the City unless in a transaction through the

Housing and Community Development Department and usually because of a personal housing challenge. Lastly, 30% of the City's population is foreign-born and there are language and cultural barriers that hinder residents from engaging with City leadership and staff.

COMMUNITY ENGAGEMENT GOALS

The City is seeking to identify a Community Engagement Partner who will work collaboratively with City staff to accomplish the following goals:

- Educate residents about the development process and therefore empower them to participate in the community engagement process.
- Create and execute an inclusive community engagement process that responds to the communication styles and languages of the residents. The prevailing languages in the City are English, Spanish, Amharic, and French.
- Include engaging and innovative vehicles for education and feedback that go beyond or enhance the effectiveness of traditional community meetings.
- Introduce concepts of civic engagement and resident empowerment through education and knowledge sharing while seeking opportunities, when possible, to bolster residents' long-term engagement with the City beyond this project
- Develop a comprehensive report of community needs and preferences for the Recreation Center site.

SUPPLEMENTAL INFORMATION

The following studies have been commissioned by the City that provide additional information on the Recreation Center site and may inform the response to this solicitation.

<http://takomaparkmd.gov/initiatives/project-directory/takoma-park-recreation-center-studies/>

- [Takoma Park Recreation Center Zoning Analysis and Concept Plans](#)

Completed by the firm, Wiencek + Associates Architects + Planners, this study explores five conceptual development schemes for the potential redevelopment of the Takoma Park Recreation Center on New Hampshire Avenue. These include dedicated recreational, commercial, and residential schemes, as well as mixed-use schemes combining a recreation center with either residential or commercial uses. All five schemes assume the site is fully redeveloped and the existing Recreation Center is demolished.

- [Takoma Park Recreation Center: Recreational Needs Study](#)

Waldon Studio Architects completed a study of the Takoma Park Recreation Center, assessing the recreational service demand and supply in the Takoma Park area currently and in the future. The study includes recommendations on how to prepare for and meet the future recreational needs of the surrounding community.

The Takoma Park City Council identified "the advancement of its economic development

efforts” and the “creation of a livable community for all” as key priorities for the City, and subsequently 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).

- Housing & Economic Development Strategic Plan (Adopted by City Council on October 19, 2019)

<https://takomaparkmd.gov/initiatives/project-directory/housing-and-economic-development-strategic-plan/>

TIMELINE

The City anticipates the selected firm will execute the community engagement process and final report before the end of the 2019/2020 fiscal year on June 30, 2020.

- RFP Open: Friday, December 20, 2019
- Informational Conference Call: Wednesday, January 8, 2020, Dial: 301-891-7650
- RFP Close: Friday, January 31, 2020
- Selected Firm Announcement: Thursday, February 13, 2020
- Initial Consultation to Begin Work: Wednesday, February 19, 2020

SUBMISSION INFORMATION AND DEADLINE

Deadline for submission of proposal is: 11:59 PM EST on Friday, January 31, 2020.

Proposals must be submitted electronically to SamiraCG@takomaparkmd.gov. The email subject line must read “RFP #HCD 2019-12-20” with the submission attached as a single PDF, not more than 10 pages in length, excluding required certifications. All submittals received after the closing date and time will not be entered into the review and selection process.

A confirmation email will be sent to all applicants by February 3, 2020. If no confirmation is received within that time, please contact Samira Cook Gaines at 301-891-7119 or via email at SamiraCG@takomaparkmd.gov to confirm that the submission was received.

SUBMISSION REQUIREMENTS

Submissions must include the following information to be considered complete. Respondents are encouraged to be thorough, yet concise as submissions must not exceed 10 pages in length, excluding required certifications.

The City of Takoma Park has the right in its sole and absolute discretion to reject any and all submissions, to accept any submission, and to elect not to proceed with the process set forth in this Request for Proposals.

Letter of Interest

A general statement of why the firm or team is interested in working with the City on this effort with a brief narrative outlining how the proposed community engagement process would be structured.

Qualifications and Experience

Summary of expertise and experience of the firm or development team including the names and professional backgrounds of key team members and principals, and the name, title, mailing address, email and phone number of the primary contact person.

Prior Experience

Examples of not more than three past projects undertaken by the firm which included one or more of the following attributes: an extensive community outreach and engagement process, multilingual outreach, public/private partnerships, racial equity focused, innovative and engaging activities. Submissions should include the name and location of the project, a short description of the project and the role of the firm or team in the development of the project, and the total cost of the completed project.

Preliminary Work Plan

Preliminary outline identifying the critical elements of the community engagement process and milestones anticipated to advance this project from community input to a final report.

Required Certifications

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

- Form A: Qualification and Certification Statement
- Form B: Certification of Non-Involvement in the Nuclear Weapons Industry
- Form C: Living Wage Requirements Certification
- Form D: Metropolitan Council of Governments Rider Clause

INFORMATIONAL CALL

An informational conference call will be held on Wednesday, January 8, 2020. City staff will review and clarify key points of the RFP and respond to questions. Attendance is not mandatory but is recommended.

SELECTION PROCESS

Technical Evaluation

- Submissions received by the January 31, 2020 deadline will be reviewed by an Evaluation Committee comprised of City staff. The City reserves the right to independently investigate

specific submissions, request clarification of the contents of any submission, require additional information, explore proposed partnerships, and begin preliminary negotiations with one or more respondent during this period.

Only submissions that comply with all the objectives, provisions and requirements of this solicitation will be considered for review. The City will determine, in its sole discretion, whether an individual submission is responsive. The decision of the City of Takoma Park is final. Submissions deemed “Non-Responsive” will not be considered for selection.

Selection of Community Engagement Partner

The selection of a Community Engagement Partner is expected to be made by February 12, 2020.

Rejection of Submissions

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.

EVALUATION CRITERIA

Submissions will be evaluated and ranked using the criteria listed below.

| | |
|--|-----|
| Prior Community Engagement Experience of Firm or Team | 15 |
| Qualifications and Experience of Primary Project Staff | 20 |
| Prior Diversity, Inclusion, and/or Racial Equity Experience | 15 |
| Ability to Implement a Multilingual Engagement Process | 20 |
| Creativity of Proposed Engagement Plan and Activities | 15 |
| Ability to Work Collaboratively in Partnership with the City | 15 |
| Total Possible Points | 100 |

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 “offer” 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.

INSURANCE REQUIREMENTS

| Contract Dollar Values | Up to \$50,000 | Up to \$100,000 | Up to \$1,000,000 |
|--|----------------|-----------------|-------------------|
| 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

Certificate Holder

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: _____
Signature

Date

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