



City of Takoma Park, Maryland
Request for Proposals
RFP #Finance 2022-02-22
Contract for Services: Audit of Financial Statements and
Annual Comprehensive Financial Report (ACFR)
Preparation

Publication Date: Request for Proposals (RFP) documents will be available beginning Thursday, March 31, 2022. Bid packages may be obtained from the City of Takoma Park’s website at www.takomaparkmd.gov.

Deadline: Proposals are due no later than 11:59 p.m. on **Thursday, April 28, 2022**

Information Meeting **Friday, April 22, 2022 – 1:30 p.m.- 2:30 p.m. EST via Zoom link:**
<https://us06web.zoom.us/j/85665644482?pwd=S3VrU2NVWmFYVklwK1RYMEtHdjZXUT09#success>

Purpose: The City of Takoma Park invites qualified audit firms to submit responses (“proposals”) to this Request for Proposals in order to work with the Finance Department in the completion of the Annual Audit and Annual Comprehensive Financial Report.

Contact: Susan Cheung, CPA
Finance Director
Finance Department
City of Takoma Park
7500 Maple Avenue, Takoma Park, Maryland 20912
susanc@takomaparkmd.gov
Telephone: 301-891-7242

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STATEMENT OF PURPOSE

The City of Takoma Park (“City”) solicits qualified proposals from Certified Public Accountant firms (“CPA Firm” or “Firm”) to prepare the City’s Audit and Annual Comprehensive Financial Report (“ACFR”) for the fiscal years ending June 30, 2022, June 30, 2023, and June 30, 2024 with an option to renew the contract for an additional one-year term for audit and ACFR preparation for the fiscal year ending in June 30, 2025. The additional one-year term is contingent upon the City Manager’s approval.

BACKGROUND

The City of Takoma Park is located in the southern part of Montgomery County, Maryland, and borders Washington, DC and Prince George's County, MD. The City, which is about 2.4 square miles in size, is primarily residential in character, and has a population of 17,629. The City’s fiscal year begins on July 1 and ends on June 30, The City has a total payroll of approximately \$7,680,872 covering approximately 231 employees, and a total annual budget of \$48 million.

The City is required to have an annual audit performed by an independent Certified Public Accountant. It is performed in accordance with generally accepted auditing standards, which require that the audit be planned and performed to obtain reasonable assurance that the financial statements are free of material misstatements.

The City government is organized according to the following functions:

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

SCOPE OF WORK AND DELIVERABLES

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

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

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

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

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

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

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

4. Audit Reports – required inclusions, limitations, and conditions. The Firm’s reports on internal accounting and administrative control must include any reportable conditions and material structural or operational weaknesses in the system of which the Firm becomes aware. The Firm’s

reports on compliance matters must include any errors, irregularities or illegal acts; violations of compliance obligations and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which the Firm becomes aware.

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

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

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

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

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

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

B. ANNUAL COMPREHENSIVE FINANCIAL STATEMENTS (“ACFR”). The proposed contract for services will include preparation of the City's financial statements of its governmental activities, including each major fund and the aggregate remaining fund information. The Firm chosen will be responsible for compiling the City's ACFR in accordance with generally accepted accounting principles and the GASB 34 reporting requirements. The Firm must ensure that all required disclosures/footnotes are included in the City's financial statements for that fiscal year.

1. Accounting Standards for ACFR.

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

2. Working Papers.

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

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

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

3. Scheduling and Procedures.

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

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

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number with Legally Adopted Annual Budgets</u>
General Fund	1	1
Special Revenue Funds	6	5
Fiduciary Funds	3	0

5. Pension Plans. The City of Takoma Park participates in the Maryland State Retirement System. This system is a multiple-employer cost sharing defined benefit plan. As of July 1, 2001, the City established a separate defined benefit plan for police officers only. The City also has a small defined contribution pension plan to provide benefits to certain employees. The Firm will be responsible for compiling the Police Pension Plan information in accordance with generally accepted accounting principles and GASB 67 and GASB 68 reporting requirements.

6. Finance Department. The Finance Department is led by Susan Cheung, Director of Finance, and consists of five additional employees. The principal functions performed and the number of employees assigned to each are as follows:

<u>Function</u>	<u>Number of Employees</u>
Assist with financial reports	1
Accounts payable	2
Payroll	1
Bank reconciliations	3
Accounts receivables	2

The Finance Department will prepare the following schedules. Additional schedules may be prepared upon request:

- a. Trial balance for all funds
- b. General ledger audit trails, as needed, for all funds
- c. List of all new bank accounts (since ending date of last ACFR)
- d. Budget report for all funds
- e. Bank reconciliations
- f. Schedule of receivables and deferred revenue
- g. Investment records
- h. Accounts payable and long-term debt information
- i. Schedule of accrued vacation leave
- j. Schedule of fixed asset additions and disposals
- k. Data for statistical tables.

The City Manager will prepare the Management, Discussion, and Analysis section, along with the Transmittal Letter.

[Note: The rest of this page is intentionally blank. Section III continues on the next page.]

PROPOSED PROJECT TIMELINE

March 31, 2022	Request for Proposals Opens
April 22, 2022	OPTIONAL Informational Meeting @ 2pm EST (Please register for meeting here: https://us06web.zoom.us/j/85665644482?pwd=S3VrU2NVWmFYVklwK1RYMEtHdjZXUT09#success
April 28, 2022 @ 11:59pm EST	Request for Proposals Closes
May 4, 2022	Proposal Review
May 9, 2022	Selected firm announcement
May 30, 2022	Initial Consultation to Begin Audit Work

SUBMISSION REQUIREMENTS

Submissions must include the following information to be considered complete. Firms are encouraged to be thorough, yet concise, and include each of the following:

1. Letter of Interest
 - a. 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 work would be performed. The letter should include certification that the proposal and price will remain in effect for ninety (90) days after the proposal date.
2. Process of Services to be Provided
 - a. A narrative description of the services to be provided to the City and the Firm’s approach to carry out the Scope of Services set forth in this RFP. The description of services should include an outline with information as to when the services would be provided and the approximate amount of time that the firm would spend on these services. A list of other services or additional work hours that may be provided at additional cost may be included.
3. Qualifications and Experience
 - a. The Firm (“Firm”) must be a professional national or regional firm that specializes in urban planning and/or policy strategy.financial services The Firm must have a minimum of five

- (5) years of experience in related projects and must have successfully completed at least five (5) comparable projects in the prior five (5) years.
 - b. Please include a listing of current and past clients from the last five (5) years for which similar projects or processes have been completed. Describe the general scope of services provided for each.
 - c. A company profile, including number of years in business, and a list of all persons who will be directly or indirectly involved in the preparation of the City's Audit and Annual Comprehensive Financial Report
 - d. . This description and identification of personnel should include the roles of each person, professional resumes, and applicable experience in similar studies.
4. Capacity
- a. Firms must demonstrate adequate staff and financial capacity to handle the demands of the work and provide assurance that the firm is capable of providing the described services to the City of Takoma Park in addition to the other responsibilities or commitments of the firm.
5. Ability to Represent Takoma Park
- a. Firms should be able to represent the City of Takoma Park on issues of importance to the City without significant conflicts of interest related to the firms' other clients or the employees of the City of Takoma Park. Identify any conflicts of interest, potential conflicts with other clients of the firm, or relationships with City staff.
6. References
- a. Please provide at least five (5) references of clients for whom similar financial reports were provided, including a description of work completed, dates of service, and contact information.
7. Samples
- a. Firms are encouraged to provide a sample of similar financial services previously completed.
8. Required Certifications
- The following certifications must be submitted with the proposal:
- a. Form A: Qualification and Certification Statement;
 - b. Form B: Certification of Non-Involvement in the Nuclear Weapons Industry; and
 - c. Form C: Living Wage Requirements Certification.
9. Price Proposal - For all pages containing pricing, insert at bottom of page, in a distinguishable, red color font, the following terms **“PROPRIETARY INFORMATION - BUSINESS CONFIDENTIAL.”**
- Provide details of the cost for the proposal, including:
- a. A lump sum fee for services described;
 - b. An estimate of the hours required to complete the entire process, and hourly rates required for completion;
 - c. All non-labor costs expected, including telephone calls, printing, or other incidentals;
 - d. Inclusion of two multi-day site visits to meet with the Finance Director, and other key staff, with the cost of additional site visits noted; and
 - e. A total not-to-exceed figure encompassing the entire scope.

**PRICE PROPOSAL
OF**

_____ (Firm Name)

**Part 1.a. - ALL INCLUSIVE PRICE FOR PREPARATION OF AUDITS OF
CITY OF TAKOMA PARK FINANCIAL REPORTS**

- 1. Total all-inclusive maximum price for FY 2022–24 audit: \$ _____
- 2. Total all-inclusive maximum price for FY 2025 audit: \$ _____

TOTAL PRICE FOR FY 2022 THROUGH FY 2025 AUDITS:
\$ _____

**Part 1.b. – SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR PREPARTION OF
FY 2022–24 AUDIT OF CITY OF TAKOMA PARK FINANCIAL REPORTS**

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

Out-of-pocket expenses (specify):

\$ _____
\$ _____
\$ _____

TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR FY 2022–24 AUDITS: \$ _____

**PRICE PROPOSAL
OF**
_____ (Firm Name)

PROPRIETARY INFORMATION - BUSINESS CONFIDENTIAL

Part 2.a. - ALL INCLUSIVE PRICE FOR PREPARATION OF CITY OF TAKOMA PARK ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

3. Total all-inclusive maximum price for FY 2022–24 ACFR: \$ _____

4. Total all-inclusive maximum price for FY 2025 ACFR: \$ _____

TOTAL PRICE FOR FY 2022 THROUGH FY 2025 ACFR: \$ _____

Part 2.b. – SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR PREPARATION OF CITY OF TAKOMA PARK FY 2022–24 ACFR

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

Out-of-pocket expenses (specify):

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR FY 2022–24 ACFR: \$ _____

PROPRIETARY INFORMATION - BUSINESS CONFIDENTIAL

SUBMISSION INFORMATION AND DEADLINE

The Deadline for submission of proposal is: 11:59 PM EST on Thursday, April 28, 2022. Proposals must be submitted electronically to susanc@takomaparkmd.gov. The email subject line shall read “RFP#Finance2022-02-22” with all submission requirement documents attached as a single PDF. All extension requests will be denied. 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 Monday, May 2, 2022. If no confirmation is received within that time, please contact Susan Cheung at 301-891-7242, or via email at susanc@takomaparkmd.gov to confirm that the submission was received.

INFORMATIONAL ZOOM MEETING

The City of Takoma Park will host an optional informational Zoom webinar on April 22, 2022, from 1:30 p.m. – 2:20 p.m. EST. The presentation will include an overview of the RFP process, goals, and the expectations of firms. Participants will be given an opportunity to ask questions. The City will record the Zoom webinar and make it available for those who are unable to attend.

To attend the Zoom webinar, please register in advance at:

<https://us06web.zoom.us/j/85665644482?pwd=S3VrU2NVWmFYVklwK1RYMEtHdjZXUT09#success>

Attendance is not mandatory but is recommended.

EVALUATION AND SELECTION PROCESS

A contract award will be made on the basis of a recommendation made by an evaluation panel composed of City staff, and authorized by formal action of the Takoma Park City Council. The evaluation panel may request an interview with any or all responders to this RFP before making a recommendation.

Proposals will be evaluated and ranked based on the following criteria:

- Experience and qualifications of the Firm;
- Responsiveness and understanding of the scope of services;
- Prior experience working with local governments on open space strategic plans;
- Qualifications and experience of personnel to be assigned to the project;
- Client references;
- Cost; and

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 select the proposal deemed most advantageous to the City, to waive any technical or formal defect therein, and to elect not to proceed with the process set forth in this RFP.

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.

Firms shall make no contacts with any City employee, staff member, or Councilmember unless authorized by the Finance Director. Any attempt by a Firm to contact or influence a member of staff regarding this RFP may result in the immediate disqualification of the Firm and the rejection of their proposal.

Duration of Prices

The price proposal submitted is irrevocable for a period of ninety (90) days from the proposal due date.

Acceptance of Terms and Conditions

By submitting a proposal, Firms accept the terms and conditions set forth in this RFP.

Procurement Law

This RFP and any contract entered into as a result of this RFP are governed by the Charter of the City of Takoma Park, the City of Takoma Park Code, including but not limited to, Takoma Park Code, Title 7, Purchasing and Taxation.

TERMS AND CONDITIONS

The accompanying terms and conditions (Exhibit A) apply to all formal solicitations for the City of Takoma Park, Maryland and will be included in any resulting contract. Proposers are responsible for informing themselves of these requirements prior to submission of proposals.

GENERAL CLARIFICATION AND QUESTIONS

General clarifications and questions related to this RFP may be submitted in writing and emailed to susanc@takomaparkmd.gov. Please include “RFP#Finance2022-02-22” in the subject line of the email. All questions will be answered via email.

EXHIBIT A

CITY OF TAKOMA PARK, MARYLAND
TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

A. During the term of this Agreement, the Firm agrees that it will have the responsibilities as set forth in RFP #Finance 2022-02-22:

B. The Project shall also include all other work as reasonably and additionally required by the City and agreed to by the Firm. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 4 of this Agreement.

2. PERIOD OF PERFORMANCE

A. The effective term for this Agreement is for three (3) years, commencing upon the execution of this Agreement.

B. By agreement of the Parties, this Agreement may be renewed or extended for one (1) additional one-year term following the expiration of the initial term of this Agreement, contingent upon the City Manager's approval of such renewal or extension. Continuation of the Firm's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and encumbered to support continued the Firm performance in a subsequent fiscal period, the Firm's performance must end, without further cost to the City, upon the receipt of notice from the City. The Firm acknowledges that the City Manager has no obligation to approve the renewal or extension or recommend the appropriation of funds in support thereof, and the City Council has no obligation to appropriate funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the Firm must not undertake any performance under this Agreement until the Firm receives a purchase order or contract amendment from the City that authorizes the Firm to perform work for any subsequent term of this Agreement.

C. The Firm agrees to perform all services required by this Agreement, including any modifications agreed to by the Parties, as expeditiously as is consistent with good professional skill and best industry practice.

D. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.

E. The Firm must not commence work under this Agreement until all conditions for commencement are met, including execution of this Agreement by the Parties, compliance with insurance requirements, and the issuance of any required notice to proceed.

3. PRIORITY OF DOCUMENTS

A. The terms and conditions of this Agreement supersede any prior proposals or agreements.

B. The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) RFP #Finance 2022-02-22; and (ii) the Firm’s Proposal in Response to RFP #Finance 2022-02-22. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

4. CHANGES

A. Within the general scope of services, 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 this Agreement. In such cases, this Agreement will be modified to reflect any time or money adjustment the is entitled to receive. The shall not proceed with these changes (either additions or deletions) without a change order or amendment being signed by both the City and the . There shall be an order or amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change.

B. Any claim of by the Firm for an adjustment in time or money due to change order, must be made in writing within thirty (30) days from the date the City notified the Firm of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 10 of this Agreement. The Firm must proceed with the scope 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.

C. The amount of any adjustment to this Agreement under this Section shall be a negotiated cost and fee.

D. This Agreement may only be amended or modified by a writing signed by the Parties.

5. NOTICES

A. Any required notices or other communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or emailed. Notice via email may be considered official notice only if the receiving party acknowledges receipt via return email or email read receipt. Notices shall be addressed as follows:

If to the Firm: _____

Telephone: _____
E-Mail: _____

If to the City: Susan Cheung
Finance Director
City of Takoma Park
7500 Maple Avenue
Takoma Park, MD 20912
Telephone: 301-891-7242
Email: susanc@takomaparkmd.gov

B. Either party may change the person or address for notices by written notice to the other party. Notices shall be deemed given when received or three business days after the notice is deposited, properly addressed and postage prepaid, in the United States mail or one business day after the notice is sent by a reputable overnight mail delivery service (such as, but not limited to, FedEx or UPS Next Day Delivery). For notices by email, the notice shall be deemed given on the day the recipient acknowledges receipt of the notice via return email or email read receipt. Rejection or other refusal to accept or inability to deliver because of changed address, of which no Notice has been given, shall constitute receipt of the Notice.

6. CONTRACT ADMINISTRATION

A. For the Firm. _____ is the Firm's Authorized Representative for this Agreement. the Firm's Authorized Representative shall act on behalf of the Firm on all matters pertaining to this Agreement. All matters and correspondence to the Firm pertaining to this Agreement shall be directed to the attention of the Firm's Authorized Representative. The Firm's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

B. For the City. Susan Cheung, is the City Manager's designee for purposes of this Agreement and shall act as the Contract Administrator in connection with this Agreement. The City's Contract Administrator may be changed at any time or from time to time by written notice to Contractor. The City's Contract Administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

1. Serve as liaison between the City and the Firm;
2. Give direction to Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as records custodian for this Agreement, including wage and prevailing wage requirements;
5. Accept or reject the Firm's performance;

6. Furnish timely written notice of the Firm's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
7. Approve or reject invoices for payment;
8. Recommend modifications or terminations of this Agreement; and
9. Issue notices to proceed and task and purchase orders.

7. TERMINATION

A. This Agreement may be terminated by the City, in whole or in part, upon written notice to the Firm, when the City determines that such termination is in its best interest. A 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 Firm to payment for reasonable costs allocable to this Agreement for work or costs incurred by the Firm up to the date of termination. The Firm 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 this Agreement.

B. In the event of any of the circumstances set forth below, hereinafter referred to as "Default," the City may terminate the Agreement, in whole or in part, and from time to time:

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

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

1. Failing to commence work when notified.
2. Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.
3. Subcontracting any part of work without the City's prior approval.
4. Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.
5. Failing to adhere to the required specifications for the work required under this Agreement.

E. The Firm, or any partner, member, principal or officer of the Firm, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

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

G. 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 this Agreement, 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.

H. In the event of a Default, the City shall provide the Firm 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 this Agreement immediately upon issuing oral or written notice to the Firm without any prior notice or opportunity to cure. In addition to any other remedies provided by law or this Agreement, the Firm 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.

I. Notice of any termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

J. In the event of termination under Subsections 7(A) or 7(B), the Firm consents to the City's selection of another firm of the City's choice to assist the City in any way in completing the Project. The Firm further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. The Firm consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other firms as the City may desire.

K. Any termination of this Agreement for cause by the City that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 7(A).

8. CERTIFICATIONS OF CONSULTANT

A. The Firm, and the individual executing this Agreement on the Firm's behalf, warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on making this Agreement.

B. The Firm and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the

Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

C. The Firm certifies that it is not now, and shall not so long as this Agreement remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved. The Firm's Certification of Non-Involvement in the Nuclear Weapons Industry is attached hereto and incorporated herein as part of this Agreement.

D. This Agreement is subject to the living wage requirements under *The City of Takoma Park Code*, hereinafter referred to as the "Code," Sections 7.08.150–7.08.210. The Firm agrees to pay each employee assigned to perform services under this Agreement a living wage, subject to exemptions from coverage for particular contracts set forth in Code Section 7.08.160 and for particular employees as set forth in Code Section 7.08.180(F). The current living wage is Fifteen US Dollars and Forty Cents (\$15.40) per hour through June 30, 2022. The living wage rate is adjusted on July 1st of each year to reflect the most current Montgomery County living wage rate and said adjustments shall be applicable to this Agreement unless otherwise exempt. The Firm's Living Wage Requirements Certification is attached hereto and incorporated herein as part of this Agreement.

E. The Firm warrants and represents: 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 Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement 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 work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

F. The Firm agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. The Firm 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.

G. The Firm certifies that all information the Firm 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 Agreement including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this Agreement for cause and to pursue any other appropriate remedy. The Firm certifies that the Firm's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the Firm's budgetary and financial obligations and is sufficient to produce reliable financial information.

9. INDEMNIFICATION

A. The Firm 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 Firm's negligence, malfeasance or failure to perform any contractual obligations. The Firm 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 Firm's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, the Firm must defend the City in any action or suit brought against the City arising out of the Firm's negligence, errors, acts or omissions under this Agreement. The negligence or malfeasance of any agent or employee of the Firm is deemed to be the negligence or malfeasance of the Firm. For the purposes of this Subsection, City includes its commissions, departments, agencies, agents, officials, and employees.

B. If the Firm 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 the Firm 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 the Firm's alleged infringing or otherwise improper or unauthorized use. Accordingly, the Firm 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 Agreement or the performance by the Firm of any of its activities or obligations under this Agreement.

C. The Firm further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of any claim made by third parties against the Firm regarding the services and work provided to the City under this Agreement. The Firm shall provide the City copies of all claims, notices of claims, and all pleadings and motions filed therein as the matter progresses. This Section shall survive termination of this Agreement for a period of three (3) years and six (6) months after the termination date.

10. DISPUTES

A. Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Manager, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, the Firm must proceed diligently with performance under this Agreement. 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 dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland sitting in Montgomery County.

11. INSURANCE

A. The Firm shall obtain and maintain liability insurance coverage at the Firm's own expense. The Firm shall, within thirty (30) days of the execution of this Agreement, file with the City Manager, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance coverage as set forth more fully herein below with a deductible no greater than Twenty-Five Thousand Dollars (\$25,000.00), except as specified in Subsection 11(A)(3). The Firm shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this Certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: 'City Manager, City of Takoma Park, 7500 Maple Avenue, Takoma Park, MD 20912.'"

The Firm shall, throughout the term of this Agreement, maintain commercial general liability insurance, automobile liability insurance, professional liability insurance, and workers' compensation insurance in the following amounts and shall submit an insurance certificate, as set forth above, as proof of coverage prior to the final approval of this Agreement:

1. Commercial general liability insurance with a minimum combined single limit of _____ Dollars (\$_____) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.
2. Automobile liability insurance with coverage for bodily injury of at least _____ Dollars (\$_____) per person, at least _____ Dollars (\$_____) per occurrence, and coverage for property damage of at least _____ Dollars (\$_____) per occurrence.
3. Professional liability insurance with coverage for errors, omissions, and negligent acts, with a maximum deductible of _____ Dollars (\$_____), of at least _____ Dollars (\$_____) per claim in the aggregate within one year of such errors, omissions, or negligent acts being discovered.

4. Workers' compensation insurance with coverage limits of at least _____ Dollars (\$ _____) per bodily injury by accident and coverage for disease of at least _____ Dollars (\$ _____) per employee and at least _____ Dollars (\$ _____) in the aggregate.

B. All policies of insurances shall be underwritten by companies licensed to do business in the State of Maryland.

C. The City is not responsible for any damage or loss of property or materials stored on or within facilities owned by the City. The Firm shall provide necessary insurance coverage for such losses or shall assume full risk for replacement cost for its own property or materials.

12. SET OFF

A. In the event that the Firm shall owe an obligation of any type whatsoever to the City at any time during the term of this Agreement, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed to the Firm against any compensation due to the Firm for the provision of goods and services covered by the terms of this Agreement.

13. APPLICABLE LAW

A. The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Montgomery County, and the Parties expressly consent to the jurisdiction thereof and waive any right that they have or may have to bring such elsewhere.

14. RECORDS AND AUDIT

A. The Firm shall maintain books, records, documents, and other evidence directly pertinent to costs, estimates and performance under this Agreement or required under any federal, state, or local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures, and practices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Firm will provide proper facilities for such access and inspection.

B. Records referred to under Subsection 14(A) shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

C. All proprietary information furnished by the Firm in connection with this Agreement, but not developed as a result of work under this Agreement or under prior agreements between the City and the Firm, shall be held confidential by the City, and returned to the Firm within thirty (30) days of the completion of the services or the conclusion of litigation wherein the Firm's services were provided. All inventions, techniques, and improvements held by the Firm to be proprietary or trade secrets of the Firm prior to any use on behalf of the City, as well as all inventions, techniques, and improvements developed by the Firm, independent of the services rendered to the City under this Agreement, remain the property of the Firm.

15. MISCELLANEOUS

A. If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

B. This Agreement and any rights or obligations under this Agreement may not be assigned or subcontracted by the Firm without the prior written consent of the City and any attempted assignment or subcontracting without such prior written consent shall be void.

C. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

D. This Agreement represents the entire and integrated Agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by the Firm, the terms of this Agreement supersede the Firm's terms and conditions, in the event of any inconsistency.

E. All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

F. Neither the City nor the Firm has made any representations or promises with respect to the Project except as expressly set forth herein.

G. The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

H. This Agreement shall not be construed in favor or against either party on the basis that it was drafted by the City.

I. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

J. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

K. The Firm agrees to perform its services under this Agreement in such manner and at such times that the City and/or any contractor who has work to perform or contracts to execute, can do so without unreasonable delay. The Firm further agrees to coordinate its work under this Agreement with any and all other contractors that may be deemed necessary by the City.

L. The Firm shall be considered, for all purposes relating to this Agreement, an independent Contractor. The Firm agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and the Firm.

M. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

FORM A

QUALIFICATIONS 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: _____

FORM B

**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____.

Signature

Firm Name: _____ By: _____

(SEAL)

Print Name & Title

State of _____, County of _____:

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

Notary Public

My commission expires: _____

FORM C
LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.150, et seq.)

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 7.08.160 (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 Firm, as a "covered employer," will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code*, Section 7.08.150 *et seq.*). The Firm 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 Firm is exempt from the living wage requirements because:

_____ 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.

_____ The Firm is a public entity.

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

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

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

_____ The contract concerns the purchase or lease of goods, equipment or vehicles.

_____ The Firm 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 Firm 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 Firm 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 Firm 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.)

Firm Certification and Signature

The Firm submits this certification in accordance with *Takoma Park Code* section 7.08.170.B. The Firm certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. The Firm 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: _____