



City of Takoma Park, Maryland
**Solicitation for Letters of Interest for Development Partner:
 Takoma Park Recreation Center
 HCD#2017-03-21**

ISSUANCE DATE: Tuesday, March 21, 2017

SUBMISSION DEADLINE: Monday, May 22, 2017 – 12:00 p.m. EDT

INFORMATION MEETING: Monday, April 10, 2017 – 10:30 a.m.
 Takoma Park Community Center – Hydrangea Room
 7500 Maple Avenue, Takoma Park MD

PURPOSE: To solicit letters of interest from firms or development teams wishing to partner with the City to collaborate in the redevelopment of an existing recreational facility. The primary objective of this effort is to expand and enhance the recreational opportunities currently available to the community while advancing the City’s affordable housing and economic development goals.

INQUIRIES: Sara Anne Daines, Director
 Housing and Community Development Department
 City of Takoma Park
 7500 Maple Avenue
 Takoma Park, Maryland 20912
housing@takomaparkmd.gov

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CITY OF TAKOMA PARK MARYLAND
Solicitation for Letters of Interest for Development Partner
Takoma Recreation Center

STATEMENT OF PURPOSE

The City of Takoma Park is exploring the possibility of entering into a public-private partnership with an experienced firm or development team to collaborate in the redevelopment of an existing recreational facility, the Takoma Park Recreation Center (“Rec Center”). The primary objective of this effort is to expand and enhance the recreational opportunities currently available to the community while advancing the development goals identified in the Takoma Langley Crossroads Sector Plan (2012) and endorsed by the Takoma Park City Council (“City Council”).

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 the affordable housing opportunities available to residents.

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 following an extensive public process, 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 Rec 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 planned Takoma Langley Crossroads stop on the future Purple Line light rail system.

The Takoma Park Recreation Center, managed and programmed by the City of Takoma Park, is owned by the Maryland National Capital Park and Planning Commission (M-NCPPC). M-NCPPC has expressed an interest in divesting itself of the property and has proposed the transfer of the facility to the City of Takoma Park. The proposed transfer is contingent upon 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.

To facilitate this transaction, the City of Takoma Park is exploring all available redevelopment options including the:

- Renovation and expansion of the existing facility;
- Construction of a new dedicated recreational facility with community space on the current site;
- Development of a new mixed income residential and/or mixed use facility that includes recreational space within the structure; and

- Development of a new mixed income residential and/or mixed use facility with the construction of a stand-alone recreational facility located on an alternative site.

The City is also open to exploring a variety of partnership options to advance its development goals while providing desired recreational programming for the community. Possible partnership scenarios include, but are not limited to, the:

- Design, construction and/or operation of desired recreational space by the selected development partner with the City retaining or acquiring ownership of the facility;
- Purchase of the site, design and construction of a new mixed use facility by the selected development partner with City leasing and operating the desired recreational space located within the new building;
- Transfer of ownership of the site to the selected development partner in exchange for an alternative site for a new recreational facility; and
- Design and construction of the desired recreational space by the selected development partner for purchase by the City.

SUPPLEMENTAL INFORMATION

The following studies have been commissioned by the City that provide additional information on the Rec 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.

DEVELOPMENT GOALS

The City is seeking to identify a Development Partner who will work collaboratively with the community to advance the recommendations of the [Takoma Langley Crossroads Sector Plan](#) through the development of a project which:

- Creates an identity and unique sense of place that preserves the community's affordability and identity, provides facilities and services that encourage civic engagement, physical activity, celebrates diversity, and increases opportunities for social interaction.
- Leverages publicly-owned parcels creating a vibrant and connected neighborhood that serves as a catalyst for high quality, integrated public and private development.
- Introduces much needed community amenities, improves and expands community facilities, ensures access to those facilities, and encourages strategic public/private partnerships.
- Retains the diversity of local business and enhances the capacity of the neighborhood economy through the support of compatible retail uses that stimulate pedestrian activity, encourages lively street frontages, and promotes the wealth of international business within the community.
- Increases housing opportunities close to public transit, commercial and retail uses, employment, and neighborhood services, and preserves and creates affordable housing through public/private partnerships.

ANTICIPATED COLLABORATIVE PROCESS

The City anticipates the undertaking of a collaborative multi-phased process to advance the goals identified in the Sector Plan for the redevelopment of the Rec Center site. While the City expects this process to result in a feasible development scenario, other approaches to development planning are encouraged and will be considered as part of the Letter of Interest.

The Maryland National Capital Park and Planning Commission and Montgomery County Parks Department will be engaged throughout this process to ensure that the planned development will satisfy the terms of the proposed land transfer.

Phase I: Partner Selection

The City will review letters of interest and identify prospective partners to interview. The Development Partner will be selected by the Takoma Park City Council in mid to late July 2017.

Phase II: Process Refinement

During this phase of the project, the City and the selected Development Partner will work together to create a transparent and engaging process to identify feasible alternatives to re-use and redevelop the site. Input will be solicited from the Takoma Park City Council, the Takoma Park Recreation Committee, various neighborhood and tenant associations, stakeholder groups, neighboring property owners and the general public.

Of specific note, the following community groups have been identified as being directly impacted by the anticipated development and efforts will be made to ensure that they are included in this outreach effort: New Hampshire Gardens Citizens Association, Hillwood Manor Neighborhood Association, Hampshire Towers Tenant Association, Takoma Overlook Condominium Association, and the Friends of the Takoma Park Recreation Center.

Additional planning/market studies and obligations of each party would be identified during this phase of the planning process. Milestones and deadlines will be established.

Phase III: Alternative Development

In this phase of the planning process, the selected Development Partner and the City will collaborate to generate alternative scenarios for the redevelopment of the site or facility that align with the development goals noted herein and identified in the Sector Plan, advance the recreational opportunities available to the community, and are economically and environmentally sustainable.

Each scenario will demonstrate all aspects of project feasibility, including a general development plan that indicates public and private uses, approximate building size and height, outdoor open spaces, circulation patterns within and adjacent to the site and any off-site infrastructure requirements; an economic model / pro-forma that demonstrates the financial feasibility of the development including revenues and expenses for both capital construction and long-term operations; and a phasing plan that summarizes the timing and sequencing of the proposed development.

Phase IV: Public Evaluation of Alternatives

Each of the alternative scenarios will be made available to the public for evaluation and feedback. Public input will be collected and used to help inform the City Council.

Phase V: Selection of Preferred Scenario

The City Council, in consultation with M-NCPPC, will determine which of the alternative development and partnership scenarios, if any, is in the best interests of the community and meets the terms of the proposed land transfer. After selection of a preferred scenario, the City Council and the Development Partner will enter into an exclusive partnership and negotiate full terms of a Redevelopment Agreement for execution of the project.

SUBMISSION INFORMATION AND DEADLINE

Deadline for submission of Letters of Interest is 12:00 p.m. EDT on Monday, May 22, 2017.

Letters of Interest must be submitted electronically to housing@takomaparkmd.gov . The email subject line shall read "RFP #HCD 2017-03-21" with the submission attached as a single PDF, not more than 10 pages in length, excluding required certifications.

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

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

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 solicitation for Letters of Interest.

Letter of Interest

A general statement of why the firm or development team is interested in working with the City on this collaborative effort with a brief narrative outlining how the proposed public private partnership could be structured and preliminary thoughts on how development of the site could advance the goals of the Sector Plan while addressing the City's interest in providing enhanced recreational programming for the community.

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 or development team which included one or more of the following attributes: an extensive community outreach and engagement process, civic/community uses, mixture of public and private uses, public/private partnerships, multi-modal transportation elements, environmental sustainability or innovative project financing. 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.

References to additional online project examples are encouraged.

Preliminary Work Plan

Preliminary outline identifying the critical elements of proposed collaboration process and milestones anticipated to advance this project from "vision" to "reality."

Required Certifications

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

- a) Qualification and Certification Statement
- b) Certification of Non-Involvement in the Nuclear Weapons Industry

- c) Living Wage Requirements Certification
- d) Metropolitan Council of Governments Rider Clause

INFORMATION MEETING

An informational meeting will be held on Monday, April 10, 2017 at 10:30 a.m. in the Takoma Park Community Center – Hydrangea Room, 7500 Maple Avenue, Takoma Park. City staff will be available to clarify the requirements of this solicitation for Letters of Interest and to respond to questions. Attendance is not mandatory but is highly recommended.

SELECTION PROCESS

Technical Evaluation

Submissions received by the May 22, 2017 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 or financing options, 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.

The Evaluation Committee may choose to interview those respondents which it deems to warrant further consideration based on the merits of their submission. Committee recommendations may include one or more respondent. The recommendation of the Committee will be forwarded to the City Council for consideration.

City Council Consideration

The City Council will review the recommendations of the Evaluation Committee in June 2017. Select firms or development teams may be invited to present their qualifications to the City Council. This initial review by the City Council will be in a public setting and may be incorporated into its regular meeting schedule or held at a date or time to be determined. Additional discussions may be scheduled at the discretion of the City Council.

Selection of Development Partner

The selection of a Development Partner is expected to be made by the City Council in late summer 2017.

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.

Ability to Work Collaboratively in Partnership with the City	30
Qualifications and Experience of Firm or Development Team	25
Quality and Innovativeness of Past Projects	20
Prior Public/Private Partnership Experience	15
Prior Community Engagement Experience	10
Total Possible Points	100

SCHEDULE

Unless otherwise noted, scheduled meetings and presentations will be held in the Takoma Park Community Center – Sam Abbott Citizen Center, 7500 Maple Avenue, Takoma Park, MD.

- Release of Solicitation: Tuesday, March 21, 2017
- Informational Meeting (Optional): Monday, April 10, 2017 - 10:30 a.m.
- Deadline for Submissions: Monday, May 22, 2017 – 12:00 p.m. EDT
- Presentation to Council (Tentative): Wednesday, June 21, 2017 – 7:30 p.m.
- Council Consideration (Tentative): Wednesday, July 12, 2017 – 7:30 p.m.
- Development Partner Selected (Tentative): Wednesday, July 26, 2017 – 7:30 p.m.

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