



City of Takoma Park, Maryland
Request for Proposals
RFP #HCD 2021-10-11
Contract for Services: Food Insecurity Reduction Program

Publication Date: Request for Proposals (RFP) documents will be available beginning Monday, October 11, 2021. 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 **Friday, November 12, 2021**

Informational Meeting **Friday, October 22, 2021 – 10:00 a.m.- 11:00 a.m. via Zoom**
To attend the Zoom informational meeting, send an email to housing@takomaparkmd.gov to receive log-in information. Include your first and last name and telephone number. Attendance is not mandatory but is recommended.

Purpose: The City of Takoma Park is pleased to announce a Request for Proposals (RFP) for services to reduce food insecurity for disadvantaged or underserved populations of individuals and families residing in the City of Takoma Park. The RFP seeks Contractors that possess the knowledge and expertise to address the following initiatives:

- Increase access to Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps, for qualifying disadvantaged or underserved populations of individuals and families residing in the City of Takoma Park through community outreach, education, and enrollment initiatives. Consideration will be given to Contractors serving populations including older adults, veterans, immigrants, members of the LGBTQ community, and those with limited English proficiency (LEP).
- Provide, secure, and distribute quality and nutritious fresh food to disadvantaged or underserved populations and food insecure residents from a fixed-site location with scheduled pick-up and/or provide delivery service to residents at risk for food insecurity, residents with limited mobility, and school age children.

Contact: Grayce Wiggins, Housing Manager
Housing and Community Development Department
City of Takoma Park
7500 Maple Avenue, Takoma Park, Maryland 20912
graycew@takomaparkmd.gov
Telephone: 301-891-7222

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STATEMENT OF PURPOSE

The City of Takoma Park, Maryland (City) is seeking qualified and experienced non-profit organizations with a valid 501(c)(3) tax exempt status granted by the United States Internal Revenue Service or fiscally sponsored by a 501(c)(3) non-profit entity, to improve food access to disadvantaged or underserved populations and food insecure residents. As envisioned, the selected Contractors would promote, develop, and provide targeted programming for eligible Takoma Park residents.

This initiative, developed under the auspices of the City's Community Partners Program (CP2), is designed to provide opportunities for organizations to partner with the city on a contractual basis to expand and enhance existing City programs and services, advance established Council priorities, and provide residents with the support and resources needed to meet fundamental human needs. The funding to support this initiative was appropriated by City Council from funds received from the United States Treasury through the American Rescue Plan Act.

The devastating impact of COVID-19 dramatically increased the number of individuals and families facing acute food insecurity. For nearly two years, a network of food assistance providers in Montgomery County have marshalled resources to address the challenges, gaps, and potential solutions to build a more resilient food system. To mitigate the impact of the health pandemic on the community and support the rebuilding of a more community-centered food system, the City of Takoma Park is releasing this Request for Proposals (RFP) to address two significant areas.

A total of \$250,000 has been appropriated for this initiative. The City anticipates entering one or more 12-month contract(s) for services with an option to renew such contract(s) for services for a period of up to three (3) additional one-year terms.

- **Track One: *Increase access to Supplemental Nutrition Assistance Program (SNAP)***, formerly known as Food Stamps, for qualifying disadvantaged or underserved populations and families residing in the City of Takoma Park through community outreach, education, and enrollment initiatives. Consideration will be given to Contractors serving older adults, veterans, immigrants, members of the LGBTQ community, and those with limited English proficiency (LEP).
 - For **Track One**, the City anticipates entering into a 12-month contract for services with up to one Contractor. The amount of the initial contract will not exceed \$35,000.00 and will include an option to renew such contract for services for a period of up to three (3) additional one-year terms at the award level of \$30,000.00 per renewal. The total amount of the initial contract term and all renewals will not exceed \$125,000.00. Annual renewals are not guaranteed and will be based on performance.
- **Track Two: *Provide, secure, and distribute quality and nutritious fresh and shelf stable food to disadvantaged or underserved populations and food insecure residents*** from a fixed-site location with scheduled pick-up and/or provide delivery service to residents at risk for food insecurity, residents with limited mobility, and school age children.
 - For **Track Two**, the City anticipates entering into a 12-month contract for services with more than one Contractor. The amount of the initial contract will be between \$10,000 and \$25,000.00 based on services provided and real costs, and will include an option to renew such contract for services for a period of up to three (3) additional one-year terms at the same award level as the first term. Annual renewals are not guaranteed and will be based on performance.

This contract is a subaward of State and Local Fiscal Recovery Funds, Expenditure Category 2: Household Assistance, subcategory 2.1: Food Programs. This is a statutorily-eligible use of funds as a response to the negative economic impacts of COVID-19 on households, many of whom experienced increased food insecurity as a result of the pandemic. The contract recipient will be a subrecipient of State and Local Fiscal Recovery Funds, and must meet and comply with requirements on their use. These include reporting requirements associated with the administration of funding under the American Rescue Plan Act and having a valid SAM.gov registration.

BACKGROUND

Increase Access to Supplemental Nutrition Assistance Program (SNAP)

The Supplemental Nutrition Assistance Program (SNAP), formerly the Food Stamp Program, puts healthy food on the table for millions of disadvantaged or underserved families across the country and is the largest federal food assistance program in the country. This program supplements the budgets of disadvantaged or underserved people by providing benefits through an electronic benefit card (EBT) which is used like a debit card at most food retailers. Through nutrition education partners, clients learn to make healthy eating choices.

The Food and Nutrition Service (FNS), United States Department of Agriculture (USDA), reports that as of June 2021, 76,000 participants received SNAP benefits in Montgomery County, the most populated county in Maryland. This represented a significant increase in participation yet leaves a large swath of the eligible participants disconnected from SNAP, including immigrant communities, older adults, those who are LEP, veterans, and members of the LGBTQ community.

In April 2020, Maryland's Department of Human Services received approval from the USDA to provide SNAP emergency allotment. This resulted in more than \$33 million per month in additional SNAP benefits to Maryland recipients in April and May 2020. This emergency allotment continued through the end of September 2021; its end leaves participants with significantly reduced benefit amounts.

Effective October 1, 2021, participants receiving Supplemental Nutrition Assistance (SNAP) experienced a dramatic reduction in their benefit amounts. The changes include a cost-of-living adjustment and a discontinuation of the federal Emergency Allotment provided as a result of the public health emergency. While the emergency allotment provided many first-time participants with increased access to food, there is a significant percentage of City residents who are eligible yet unconnected with this valuable safety-net program.

The City of Takoma Park anticipates entering a 12-month contract with one Contractor for services in furtherance of the ***Increase Access to Supplemental Nutrition Assistance Program (SNAP)*** initiative with an option to renew such contract for services for a period of up to three additional one-year terms. The amount of the initial contract will not exceed \$35,000.00 and will include an option to renew such contract for services for a period of up to three (3) additional one-year terms at the award level of \$30,000.00 per renewal. The total amount of the initial contract term and all renewals will not exceed \$125,000.00. Annual renewals are not guaranteed and will be based on performance.

The RFP is open to non-profit organizations increasing public awareness of SNAP as an effective strategy for reducing food insecurity among adults and children or organizations that have programs that might be expanded to address this objective. This includes organizations that currently meet other needs in populations that may be at risk for food insecurity.

Provide, secure, and distribute quality, nutritious, and culturally appropriate fresh and shelf stable food to disadvantaged or underserved populations and food insecure residents

The impact of COVID-19 resulted in many Takoma Park residents experiencing a reduction or complete loss of household income and families experiencing acute food security. To mitigate the impact on households, organizations representing the network of Montgomery County food providers deployed resources to meet the needs of City residents by providing a variety of food resources, including shelf stable products, fresh food and vegetables, prepared food, and supermarket gift cards. As the economy rebounds from the devastation of the pandemic, large scale efforts to address food insecurity on the county level have been reduced. Unfortunately, there remain considerable food security needs among residents.

The City anticipates entering into a 12-month contract for services with more than one Contractor for services in furtherance of the initiative to ***Provide, secure, and distribute quality, nutritious, and culturally appropriate fresh and shelf stable food to disadvantaged or underserved populations and food insecure residents*** with an option to renew such contract for services for a period of up to three additional one-year terms. The amount of the initial contract will be between \$10,000 and \$25,000.00 based on services provided and real costs, and will include an option to renew such contract for services for a period of up to three (3) additional one-year terms at the same award level as the first term. Annual renewals are not guaranteed and will be based on performance.

The RFP is open to non-profit organizations that provide nutritious food for distribution and direct delivery of food to insecure households and individuals that reach priority populations and support activities that address increased access to health food to city residents.

SCOPE OF WORK AND DELIVERABLES

Increase Access to Supplemental Nutrition Assistance Program (SNAP)

The selected respondent will, at a minimum, provide the following services:

- Identify SNAP-eligible individuals and communities that historically have not applied for or received SNAP benefits and market available services with targeted culturally appropriate and multi-lingual outreach to targeted resident populations;
- Create and/or maintain partnerships with community-based organizations and other appropriate entities that serve disadvantaged or underserved individuals in the City of Takoma Park;
- Create and/or maintain partnerships with providers to reach SNAP-eligible individuals and increase impact of SNAP outreach activities;
- Outreach specialists who provide information about SNAP and assist applicants with SNAP enrollment process;
- Quarterly reporting of all marketing, outreach, and partnership-creating activities, including but not limited to marketing materials, photos, locations of events, and provider calls;
- Track the increase in the number of eligible individuals and families receiving SNAP benefits;
- Quarterly reporting on the increase in eligible individuals and families applying for and receiving SNAP benefits;
- Verify and document the residency, race and ethnicity, and income eligibility of all clients;
- Document and maintain records related to contract-performance activities, and make them available to City staff upon request and at the conclusion of the contract.

Provide, secure, and distribute quality, nutritious, and culturally appropriate fresh and shelf stable food to disadvantaged or underserved populations and food insecure residents

The selected respondent will, at a minimum, will provide the following services:

- Market available services to targeted food insecure residents;
- Verify and document the residency, race and ethnicity, and income of all eligible clients;
- Monthly distribution of nutritious, fresh, and shelf stable food to fixed locations including underserved rental facilities and other underserved residents;
- Document the addresses served and/or locations receiving food distribution;
- Track demographics of households served including additional referrals or resources shared;
- Quarterly reporting of all activities including but not limited to names, addresses, and ZIP codes of participating households and individuals, summary of amount of type of food distributed, and description of distribution efforts;
- Purchase quality, nutritious, and culturally appropriate fresh and shelf stable food for distribution;
- Document and maintain records related to contract-performance activities, and make them available to City staff upon request and conclusion of contract.

Note: There are additional requirements associated with the administration of funding under the American Rescue Plan Act. Starting in January 2022, the City must begin submitting quarterly Projects and Expenditures Reports on State and Local Fiscal Recovery Fund uses. As a subrecipient of a State and Local Fiscal Recovery Fund subaward that is less than \$50,000 in initial value, contractors must provide information to the City that allows the City to describe current-period obligations, cumulative obligations, current-period expenditures, and cumulative-expenditures for this project in each report. Each report for expenditure subcategory 2.1: Household Assistance: Food Programs also requires programmatic data on the number of individuals served, and a description of the subrecipients' approach to ensuring aid to households responds to a negative economic impact of COVID-19; contractors must provide information to the City that allows the City to report this information.

The contractor may also be required to disclose the names and total compensation of their five most highly compensated executives if:

- 1) More than 80% of the contractor's gross annual revenues are from federal procurements or federal financial assistance;
- 2) The contractor received more than \$25,000,000 in annual gross revenues from federal procurement contracts and/or subcontracts; and
- 3) This information is not already public.

Contractors must have a valid registration on SAM.gov. Comprehensive information on State and Local Fiscal Recovery Fund requirements can be found [here](#), and Treasury's Interim Final Rule on eligible uses of these funds can be found [here](#).

SUBMISSION REQUIREMENTS

Respondents should address and clearly satisfy the requirements of the RFP. Respondents are encouraged to be thorough, yet concise as submissions must not exceed five (5) pages in length excluding required certifications. Respondents may apply for either or both initiative(s) identified through this RFP. The same Contractor may be selected for both initiatives.

Submissions must include the following components to be considered complete:

- Budget
- Description of Relevant Experiences
- Staff Qualifications
- References
- Required Certifications

DESCRIPTION OF SUBMISSION COMPONENTS

Approach to Services

Narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete the Scope of Work. For example, narrative should include information addressing:

1. Program overview, goals, strategies, and methods;
2. Anticipated number of individuals served monthly and annually;
3. Proposed metrics to monitor and demonstrate program effectiveness;
4. Proposed or existing promotional and enrollment efforts to ensure full program utilization;
5. The process used to identify and verify eligible recipients;
6. Information on the organization's staff and board, existing or planned partnerships with other non-profit organizations or businesses;
7. Any additional services or related service enhancements proposed, especially regarding screening clients for additional services and referral networks;
8. Any issues or concerns of significance that may be appropriate;

Budget

The budget must include a breakdown of all program costs including but not limited to overhead, promotion and marketing, other administrative costs, staffing, equipment, contracted services, training, software, supplies and any other relevant expenses necessary for the successful completion of the contract. The schedule should include the hourly rates of assigned staff and estimated number of hours for services performed in year one.

Distinguish, when possible, any expenses that would not reoccur in subsequent years if the contract were to be extended.

Description of Relevant Experience

Describe past performance and experience of the organization, providing a detailed description of comparable projects with similar scope of services required which the organization has either ongoing or completed within the past three (3) years. The description should include a summary of the results/deliverables of the project and a contact person with current email address and telephone number for reference

Staff Qualifications

Describe experience of key staff to be assigned to the project with information on their professional qualifications, experience, and language capacities. Also include the name, title, mailing address, email and telephone number of the primary contact person for the submission.

References

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

- Former clients (preferred),
- Representatives from current or former partner organizations,
- Former or current community outreach ambassadors, or similar,
- Former employees,
- Representatives from former or current funders.

Required Certifications (not included in total page count)

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

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

SUBMISSION INFORMATION AND DEADLINE

Deadline for the submission of proposals is 11:59 p.m. EST on Friday, November 12, 2021. Submittals received after the closing date and time will not be considered.

Proposals must be submitted electronically to housing@takomaparkmd.gov. The email subject line shall read "RFP #HCD 2021-10-11" with the proposal(s) attached as a PDF.

A confirmation email will be sent within 24 hours of the receipt of a proposal email. If no confirmation is received within that time frame or before the deadline date and time, please contact Grayce Wiggins at 301-891-7222 or by email at graycew@takomaparkmd.gov to confirm that the proposal was received.

Failure to clearly respond to the requirements of the RFP may result in the rejection of the proposal as not being responsive to this RFP (see Proposal Requirements section above for details on required components).

The City reserve the rights to independently investigate or request clarification of the contents of any proposal, including requesting that any respondent provide additional information or make one or more presentations.

INFORMATIONAL ZOOM MEETING

The City of Takoma Park will host an optional informational Zoom meeting on October 22, 2021, from 10:00 a.m. to 11:00 a.m. The presentation will include an overview of the RFP process, goals, and the expectations of Contractors. Participants will be given an opportunity to ask questions. The city will record the Zoom meeting and make it available for those who are unable to attend.

To attend the Zoom informational meeting, send an email to housing@takomaparkmd.gov to receive log-in information. Include your first and last name and telephone number. Attendance is not mandatory but is recommended.

CHANGES IN SPECIFICATIONS

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 the Request for Proposals.

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

SELECTION PROCESS AND EVALUATION CRITERIA

Selection Process

Proposals submitted by the Friday, November 12, 2021, 11:59 p.m. deadline will be reviewed for their responsiveness to this RFP by an Evaluation Committee comprising City staff and outside reviewers. Only proposals that comply with all the objectives, provisions and requirements of this RFP will be considered for review. The Evaluation Committee may choose to interview those respondents which it deems to warrant further consideration based on the merits of their proposal. Committee recommendations will be forwarded to the City Council for final consideration and award of contract in mid to late December 2021. The decision of the City Council is final.

Evaluation Criteria

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

Evaluation Criteria	Points
Qualification, Experience and Capacity of the Organization	35
Project Approach	35
Quality and Effectiveness of Past Performance	20
<u>Anticipated Outcomes</u>	<u>10</u>
Total Possible Points	100

Rejection of Proposals

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

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.

EXHIBIT A

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. 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. The decision to alter, modify, terminate, or cancel the contract is solely that of the City Manager.

3. 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 spent or committed funds, 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.

4. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of the future 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, the future 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 the future contract.

5. 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.. 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.

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 facilities 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

	<u>Up to \$50,000</u>	<u>Up to \$100,000</u>	<u>Up to \$1,000,000</u>
Workers Compensation (for contractors with employees)			
Bodily Injury by			
Accident (each)	\$100,000	\$100,000	\$100,000
Disease (policy limits)	\$500,000	\$500,000	\$500,000
Disease (each employee)	\$100,000	\$100,000	\$100,000
Commercial General Liability (Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors and products liability)	\$300,000	\$500,000	\$1,000,000
Minimum Automobile Liability (including owned, hired and non-			

owned automobiles)			
Bodily Injury			
each person	\$100,000	\$250,000.	\$500,000
each occurrence	\$300,000	\$500,000.	\$1,000,000
Property Damage - each occurrence	\$300,000	\$300,000	\$300,000

Professional Liability

(for professional services contracts only)

(for errors, omissions, and negligent acts,

per claim and aggregate, with 1-year discovery

and \$25,000 maximum deductible)	\$250,000	\$500,000	\$1,000,000
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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 as solely determined by the City.
- 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 or committed 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.

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____.

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: _____

FORM C
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: _____

FORM D

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 Contractor(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Contractor 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 Contractor. 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 Contractor, the Contractor 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 Contractor.

In pricing section of contract:

CONTRACTOR'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION
_____	_____	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