



**City of Takoma Park, Maryland  
Solicitation for Compensation and Pay Equity Study Services  
HR#2021-01**

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**ISSUANCE DATE:** Wednesday, September 29, 2021

**SUBMISSION DEADLINE:** Friday, October 22, 2021, 11:59 P.M. EST - **this deadline has been extended to Wednesday, October 27, 2021, at 5:00 PM EST**

**PURPOSE:** The City of Takoma Park ("City") invites qualified firms (Firms) to submit proposals to assist the Department of Human Resources in a compensation and pay equity study.

**INQUIRIES:**  
Tracy Smith, Director of Human Resources  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, Maryland 20912  
301-891-7203  
[TracyS@TakomaParkMD.gov](mailto:TracyS@TakomaParkMD.gov)

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**CITY OF TAKOMA PARK MARYLAND**  
**Solicitation for Compensation and Pay Equity Study Services**

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**STATEMENT OF PURPOSE**

The City invites qualified Firms to submit proposals in order to assist the Department of Human Resources in a compensation and pay equity study.

The purpose of this compensation study is to determine whether the current compensation levels of positions are competitive with other governmental jurisdictions in the region.

Overall, results and recommendations should be designed to ensure the City has appropriate compensation practices in order to be positioned competitively in the region to attract, support, and retain a highly-qualified workforce.

**BACKGROUND OF ORGANIZATIONAL STRUCTURE AND COMPENSATION POLICIES**

The City of Takoma Park is located in the southern part of Montgomery County, Maryland, and borders Washington, D.C. The City, which is about 2.4 square miles in size, is primarily residential in character, and has a population of 17,672. The City's population is diverse with a majority of residents being people of color: 32.95% Black or African American, 11.61% Hispanic or Latinx, 5.29% Asian, 46.33% white, and 3.82% other.

Since 1989, the City has operated under a Council-Manager form of government. The FY22 City Council Priorities are:

1. Mitigate the impact of COVID-19 on the Community and City Operations;
2. A Livable Community for All;
3. Fiscally Sustainable Government;
4. Environmentally Sustainable Community;
5. Engaged, Responsive, Service-Oriented Government;
6. Community Development for an Improved & Equitable Quality of Life.

The City Manager is appointed by and reports to the City Council, and runs the day-to-day operations of the City. Under the current governance structure, the City Manager appoints and supervises the City's nine department heads.

The City of Takoma Park offers a full range of municipal services. These services are carried out by our approximately 220 full-time, part-time, and seasonal staff, some of which are represented by AFSCME or UFCW unions. City departments include: City Manager's Office, Finance, Information Technology, Human Resources, City Clerks' Office, Police, Public Works, Recreation, Housing & Community Development, and the Library.

New positions or upgrades to current positions are discussed and approved during the annual budget process. Traditionally, City Council has been cognizant of the cost of fringe benefits in adding additional full-time employees, so overall growth in the number of City positions has been minimal.

Staffing Summary by Department or Fund	Actual FY18	Actual FY19	Actual FY20	Adjusted FY21	Adopted FY22	Change FY21 - FY22
<b>General Government</b>	16.75	17.75	17.75	18.25	18.25	-
<b>Police</b>	62.95	63.95	64.45	64.67	64.68	0.01
<b>Public Works</b>	36.1	36.1	36.1	36.5	36.5	-
<b>Recreation</b>	19.34	20.53	20.53	20.96	19.98	(0.98)
<b>Housing and Community Development</b>	8.38	9.5	10.13	10.63	10.63	-
<b>Communications</b>	5.75	5.75	5.5	5.83	6.44	0.61
<b>Library</b>	11.13	11.13	11.13	11.13	11.25	0.12
<b>Stormwater Management</b>	1.15	1.15	1.15	0.75	0.75	-
<b>Special Revenue</b>	-	-	-	-	-	-
<b>Speed Camera</b>	3	3	3	3	3	-
<b>Total Full-Time Equivalents</b>	<b>164.55</b>	<b>168.86</b>	<b>169.74</b>	<b>171.72</b>	<b>171.48</b>	<b>(0.24)</b>

Details of departmental makeup can be found in the departmental information within the City's annual budget document, found [here](#).

### Compensation Policies

The City currently has one salary scale used for almost all departments and positions, with some part-time or temporary positions being the exception. All positions are classified by Grade, based on position requirements of education, knowledge, skill, and ability.

Positions are currently classified into one of twenty-four (24) grades, with thirty-two (32) steps each, and a 60% spread between the minimum and maximum wage of each grade. The percent between each grade is currently five percent (5%), and the percent between each step is currently 1.5%. The current position grading can be found [here](#). The current salary scale can be found [here](#).

Starting salaries at time of hire are based off of a salary analysis of: education and experience of the candidate; salaries of current employees within that grade, with experience and tenure of incumbents noted; and salaries of other current employees within that department, especially the next lower or higher grades from that being offered.

Salaries at time of promotion generally include a 6% increase, taken to the next step on the salary scale.

Annual wage increases are negotiated with the AFSCME and UFCW unions. Traditionally, wages are negotiated each year of the three-year contract. Historically, the City Council has made every attempt to keep the salary increases of both unions and non-represented at the same level.

Potential annual increases that are negotiated and that Council has traditionally considered for July 1 implementations include: a salary scale adjustment consistent with the ECI or completed compensation study, one step on the salary scale, and one more step on the salary scale if the employee receives a 'Distinguished' on their annual performance review. The percentage between each step of the salary scale may also be adjusted.

Compensation studies occur every three years, in order to verify alignment with other municipal organizations in the area and remain competitive in the region.

## **SCOPE OF SERVICES FOR COMPENSATION STUDY**

The Firm shall provide services consisting of, but not limited to, the following tasks:

1. Attendance at an initial meeting with various City representatives to discuss the required steps and process, and introduce key personnel dedicated to the City contract;
2. Submit regular progress reports, including summary of data collected;
3. Survey of the City of Takoma Park, and, at minimum, the following government organizations, for governmental structure, departments, number of full-time and part-time employees, applicable compensation:
  - a. City of Annapolis
  - b. City of Bowie
  - c. City of College Park
  - d. City of Gaithersburg
  - e. City of Hyattsville
  - f. City of Laurel
  - g. City of Rockville
  - h. Montgomery County
  - i. Prince George's County
  - j. Washington, District of Columbia
4. Base pay salary survey and analysis of union, non-union, and management positions for the government organizations listed above. The base pay survey should include:
  - a. A review of job descriptions for classification specifications and positions;
  - b. Pay plan salary range comparison to the City for each position, by minimum, midpoint, and maximum;
  - c. Existing employee average salary comparison to the City, including years of service or experience;
  - d. Comparison to the City's existing employee average salary for benchmark positions;
  - e. The City's market position for benchmark positions and overall;
  - f. Analysis of pay practices, pay rules, and salary structure;
  - g. Recommend salary ranges for positions, percent spreads between grades, steps recommended for structure;

5. Survey of compensation policies and procedures of designated government organizations, including but not limited to:
  - a. Type of compensation system, number of different salary scales, number of grades, number of steps, percent spread for ranges, number and classification of pay scales;
  - b. Executive or management pay schedule considerations, including best practices and recommended options;
  - c. Career ladder position recommendations;
  - d. Recommendations of pay, for instance: pay for performance, merit pay, steps or open ranges, or other pay methods; with what frequency increases occur; maximum percent base pay increase per fiscal year;
  - e. Hiring incentives used, for instance: signing bonuses, interview expenses, relocation expenses;
  - f. Compression analysis;
  - g. On-call compensation;
  - h. Compensatory time policies for exempt employees;
  - i. Any other mandatory incentives, including performance or team bonus, special pay increase, certification pay, or education pay;
  - j. Shift differentials: which positions and what amounts;
  - k. Recommendations for maintaining a solid competitive compensation program over a five to ten-year period.
6. Conclusion and recommendations:
  - a. Prepare a written final report of recommendations needed due to labor market, internal equity, or compression avoidance, including discussion of methods, techniques, and data used to develop the plan;
  - b. Prepare an analysis of the financial impact for implementation of recommendations;
  - c. Provide recommendations for ongoing position audits and salary adjustments, consistent with study methods;
  - d. Provide data sets to support recommendations;
  - e. Provide implementation support and training, as needed;
  - f. Attend meetings as needed, with Human Resources, the City Manager, or City Council to discuss methodology, results, and recommendations.

A Draft Report with an Executive Summary shall be issued to the City. The document shall include the summary of findings and recommendations as identified in the Scope of Work. Any spreadsheets or other documentation prepared by the Consultant shall be provided to the City in electronic format.

A Final Report shall be issued following staff comments on the draft. In addition, findings of the study shall be presented to the City, City Council, or a Council Subcommittee, as appropriate. The report should provide sufficient information for policy decisions regarding operational and service options.

## **TIMELINE**

- RFP Open: Wednesday, September 29, 2021
- RFP Close: Friday, October 22, 2021, 11:59 P.M. EST – **this deadline has been extended to Wednesday, October 25, 2021, 5:00 P.M. EST**
- Proposal Review: Monday, October 25, 2021 to Friday, October 29, 2021

- Selected Firm Announcement: Wednesday, November 17, 2021
- Initial Consultation to Begin Work: Monday, November 22, 2021
- This project should be completed no later than Monday, March 14, 2022.

## **GENERAL CLARIFICATION AND QUESTIONS**

General clarifications and questions related to this RFP may be submitted in writing and emailed to [TracyS@TakomaParkMD.gov](mailto:TracyS@TakomaParkMD.gov). Please include “RFP-Compensation clarification” in the subject line of the email. All questions will be answered via email.

## **SUBMISSION INFORMATION AND DEADLINE**

The Deadline for submission of proposal is: 11:59 PM EST on Friday, October 22, 2021.

Proposals must be submitted electronically to [TracyS@TakomaParkMD.gov](mailto:TracyS@TakomaParkMD.gov). The email subject line shall read “RFP HR #2021-01” with all submission requirement documents attached as a single PDF. All extension requests will be denied. All submittals received after the closing date and time will not be entered into the review and selection process.

A confirmation email will be sent to all applicants by Monday, October 25, 2021. If no confirmation is received within that time, please contact Tracy Smith at 301-891-7203, or via email at [TracyS@TakomaParkMD.gov](mailto:TracyS@TakomaParkMD.gov) to confirm that the submission was received.

## **SUBMISSION REQUIREMENTS**

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

### **1. Letter of Interest**

A general statement of why the firm or team is interested in working with the City on this effort, with a brief narrative outlining your approach to the project and how the proposed studies would be performed. The letter should include certification that the proposal and price will remain in effect for ninety (90) days after the proposal date.

### **2. Process of Services to be Provided**

A narrative description of the services to be provided to the City and the Firm’s approach to carry out the Scope of Services set forth in this RFP. The description of services should include an outline with information as to when the services would be provided and the approximate amount of time that the firm would spend on these services. A list of other services or additional work hours that may be provided at additional cost may be included.

### **3. Qualifications and Experience**

The Firm must be a professional national or regional firm that specializes in organizational and compensation studies. The Firm must have a minimum of five (5) years of experience in related studies and must have successfully completed at least ten (10) comparable studies.

Please include a listing of current and past clients from the last five (5) years for which similar studies or processes have been completed. Describe the general scope of services provided for each.

A company profile, including number of years in business, and a list of all persons who will be directly or indirectly involved in the Organizational Study or Compensation Study should be included. This description and identification of personnel should include the roles of each person and applicable experience in similar studies.

**4. Capacity**

Provide assurance that the firm is capable of providing the described services to the City of Takoma Park in addition to the other responsibilities or commitments of the firm. Firms should have adequate staff capacity to handle the demands of the work.

**5. Ability to Represent Takoma Park**

Firms should be able to represent the City of Takoma Park on issues of importance to the City without significant conflicts of interest related to the firms' other clients or the employees of the City of Takoma Park. Identify any conflicts of interest, potential conflicts with other clients of the firm, or relationships with City staff.

**6. References**

Please provide at least five (5) references of clients for whom similar studies were provided, including a description of work completed, dates of service, and contact information.

**7. Samples**

Firms are encouraged to provide a sample of similar studies or services previously completed.

**8. Price Proposal**

Provide details of the cost for the proposal, including:

- a. A lump sum fee for services described;
- b. An estimate of the hours required to complete the entire process, and hourly rates required for completion;
- c. All non-labor costs expected, including telephone calls, printing, or other incidentals;
- d. Inclusion of two multi-day site visits to meet with the City Manager, Human Resources Director, and other key staff, with the cost of additional site visits noted;
- e. A total not-to-exceed figure encompassing the entire scope;
- f. A copy of the Firm's proposed contract for services set forth in this Request for Proposals.

**9. Required Certifications**

The following certifications must be submitted with the proposal:

- a. Form A: Qualification and Certification Statement;
- b. Form B: Certification of Non-Involvement in the Nuclear Weapons Industry;
- c. Form C: Living Wage Requirements Certification;

## **EVALUATION AND SELECTION PROCESS**

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

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

- a. Experience and qualifications of the Firm;
- b. Responsiveness and understanding of the scope of services;
- c. Prior experience working with local governments of organizational and compensation studies;
- d. Qualifications and experience of personnel to be assigned to the executive search;
- f. Client references;
- g. Cost.

### **Rejection of Submissions**

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

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

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

### **Duration of Prices**

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

### **Acceptance of Terms and Conditions**

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

### **Procurement Law**

This RFP and any contract entered into as a result of this RFP are governed by the *Takoma Park Code*, Title 7, Division 1 (Purchasing).

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	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	\$300,000	\$500,000	\$1,000,000
(minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors and products liability)			
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 Firm.

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: \_\_\_\_\_

**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 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:**

<b>YES</b>	<b>NO</b>	<b>JURISDICTION</b>
		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