



## **REQUEST FOR PROPOSALS**

### **Solicitation for Executive Search Firm for Recruitment of City Manager City of Takoma Park, Maryland**

**ISSUANCE DATE:** Thursday, June 22, 2023

**SUBMISSION DEADLINE:** Thursday, July 13, 2023, 11:59 PM EST

#### **PURPOSE:**

The City of Takoma Park invites qualified Executive Search Firms to submit proposals to assist the City Council in the selection of a new City Manager. A contract will be awarded to a highly qualified and experienced Executive Search Firm with a strong record of municipal government experience, specifically in the recruitment of a City or County Manager.

#### **INQUIRIES:**

Lori A. Cannon, M.B.A., Director of Human Resources  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, Maryland 20912  
301.891.7210  
[loric@takomaparkmd.gov](mailto:loric@takomaparkmd.gov)

**TABLE OF CONTENTS:**

<i>Statement of Purpose</i>	3
<i>Background</i>	3
<i>Scope of Services</i>	3
<i>Timeline</i>	4
<i>Submission Information and Deadlines</i>	4
<i>Submission Requirements</i>	5
<i>Selection Process</i>	6
<i>Evaluation Criteria</i>	7
<i>General Conditions</i>	7
<i>Exhibit A: General Conditions of Contract</i>	
<i>Form A: Qualifications and Certifications Statement</i>	
<i>Form B: Non-Involvement in Nuclear Weapons Industry</i>	
<i>Form C: Living Wage Requirements Certification</i>	
<i>Form D: MWCOC Rider Clause</i>	

**CITY OF TAKOMA PARK MARYLAND**  
**Solicitation for Executive Search Firm for the Recruitment of the new City Manager**

**STATEMENT OF PURPOSE**

The City of Takoma Park invites qualified executive search firms to submit proposals to assist the City Council in the selection of a new City Manager. The City Council will utilize the expertise of an Executive Search Firm to facilitate the executive level recruitment process and ensure maximum candidate exposure. Since the previous City Manager's departure, the City Council appointed an Interim City Manager from the Senior Leadership Team to serve through the hiring and onboarding of a successful candidate.

**BACKGROUND**

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 approximately 17,500. The City's population is diverse with a majority of residents being people of color: 34% black or African American, 14.5% Hispanic or Latinx, 4.4% Asian, 43.3% white, and 3.8% Other. The demographics of the City staff are similar.

Since 1989, the City has operated under a Council-Manager form of government. The City Manager is appointed by and reports to the City Council. The only other direct report to the City Council is the City Attorney.

Under the City Charter, the City Manager is the chief administrative officer of the City, appoints and oversees staff, except for the City Attorney, and prepares an annual proposed budget for consideration by the Council.

The City of Takoma Park offers a full range of municipal services. These services include functions within police, public works, recreation, housing, community development, code enforcement, library, storm water management, and general administration. The City Council has established priorities that reflect the values and nature of the community. A link to these can be found on the City's website, [here](#).<sup>1</sup>

**SCOPE OF SERVICES**

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

- Assist the City Council in determining the process to be used to select a new City Manager, including the extent to which the public and staff may be involved in determining the qualities desired in a new City Manager and in the selection process;
- Assist the City Council with the development of a candidate profile which outlines the desired skills and qualifications that the new City Manager should possess;

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<sup>1</sup> <https://documents.takomaparkmd.gov/government/city-council/agendas/2023/supplemental-documents/Council-priorities-20230322.pdf>

- Develop recruitment materials and solicitations that describe the City Manager position, the organization of the City, and the community;
- Use equitable and inclusive best-practices to ensure a diverse pool of applicants, conduct a broad and thorough recruitment utilizing professional publications and other current advertising methods. Post the position through national channels;
- Identify potential candidates for the position and conduct personal outreach recruiting;
- Acknowledge receipt of application materials from candidates. Review and screen applications for background, credentials, and experience; and follow-up with telephone interviews to clarify candidate’s experience;
- Assist the City Council in the evaluation and selection of approximately five candidates as finalists for in-person interviews. As needed, assist the City Council in the evaluation and selection of the final candidate through any additional rounds of interviews;
- Conduct background checks on the proposed finalists, including verification of educational credentials and work history. Conduct at least three initial professional reference checks on the proposed finalists;
- Assist the City Council in the development of interview questions and other techniques to equitably evaluate candidates. The City will coordinate the final on-site selection process, including the scheduling of interviews and other activities, such as travel and lodging arrangements;
- Provide notification to all candidates not selected as finalists for the position;
- Perform an additional one-time search for a replacement City Manager (“Supplemental Search”) if for any reason the original City Manager candidate proposed by the Firm leaves the employment of the City within one year of his/her start date. No additional compensation will be paid to the Firm for the performance of the Supplemental Search

## **TIMELINE**

- RFP Open: Thursday, June 22, 2023
- RFP Close: Thursday July 13, 2023, 2:00 PM EST
- Proposal Review: July 17 to August 2, 2023
- Selected Firm Announcement: August 3, 2023
- Initial Consultation to Begin Work: August 7, 2023

## **SUBMISSION INFORMATION AND DEADLINE**

Deadline for submission of proposal is: 11:59 PM EST on Thursday, July 13, 2023.

Proposals must be submitted electronically to [LoriC@takomaparkmd.gov](mailto:LoriC@takomaparkmd.gov). The email subject line shall read "RFP HR #2023-01" with the submission attached as a single PDF, not more than 10 pages in length, excluding required certifications. All submittals received after the closing date and time will not be entered into the review and selection process.

A confirmation email will be sent to all applicants by Friday, July 14, 2023. If no confirmation is received within that time, please contact Lori Cannon at 301.891.7210 or via email at [LoriC@takomaparkmd.gov](mailto:LoriC@takomaparkmd.gov) to confirm that the submission was received.

## **SUBMISSION REQUIREMENTS**

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

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

### Letter of Interest

A general statement of why the firm or team is interested in working with the City on this effort, with a brief narrative outlining how the proposed recruitment would be performed.

### Process of Services to be Provided

A narrative description of the executive search services to be provided to the City and the respondent's approach to carrying out the Scope of Services set forth in this RFP. The description of services should include 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.

### Qualifications and Experience

The Respondent Firm ("Firm") must be a national or regional professional executive search firm that specializes in recruiting senior level executives. The Firm must have a minimum of five (5) years of experience, or, the lead recruiter must have a minimum of ten (10) years of experience in recruiting senior level executives and must have successfully completed at least five (5) recruitments for a City or County Manager. Preferred search firms will have demonstrable experience recruiting to a diverse populace of candidates.

The Firm should also include a description and identification of personnel that will be involved in the search. Firms should indicate the role each person will manage, abilities, qualifications, experience and specific search and outreach processes that the staff member has coordinated successfully.

### Prior Experience

Examples of at least five (5) past recruitments at an executive level, such as County Manager, City Manager, or City Administrator; recruitments must have completion of multiple function areas such as: recruiting material creation, development of skills assessments, screening and credentials analysis, recommendation and screening of finalists.

Submissions should include the municipality or location of the recruitment, the specific position, a description of the recruitment functions completed, and the total cost of recruitment.

#### 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 in the time frame outlined.

#### 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. Identify any conflicts of interest or potential conflicts with other clients of the firm.

#### Samples

Firms should provide examples of materials previously used in the executive search of a City Manager.

#### Price Proposal

Provide details of the cost for the proposal, including: a lump sum fee for services described; a cost per service, hourly rates required for completion of the process; non-labor costs; inclusion of two multi-day site visits to meet with City Council and Interim City Manager, with cost of additional site visits noted; copy of the Firm's proposed contract for services set forth.

#### Required Certifications

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

Form A: Qualification and Certification Statement

Form B: Certification of Non-Involvement in the Nuclear Weapons

Industry Form C: Living Wage Requirements Certification

### **SELECTION PROCESS**

A contract award will be made on the basis of a recommendation made by an evaluation panel comprised of City staff and City Council members, 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. Interviews may be held virtually or in person. Firms should be available for interviews between July 17<sup>th</sup> and July 25<sup>th</sup>.

## Selection of Executive Search Firm

The selection of an Executive Search Firm is expected to be made by August 2, 2023

### **EVALUATION CRITERIA**

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

- Experience and qualifications of the Firm;
- Responsiveness and understanding of the Scope of Services;
- Prior experience working with local governments in the recruitment a City Manager, County Manager, or City Administrator;
- Prior demonstrable experience recruiting to a diverse populace of candidates;
- Qualifications and experience of personnel to be assigned to the executive search;
- Client references;
- Cost.

The selection of a vendor shall be made without regard to race, color, sex, age, religion, familial status, sexual orientation, gender identity, national origin, physical or mental condition, HIV status, military service, or political affiliation. The City of Takoma Park is an Equal Opportunity Employer and encourages proposals from minority and woman-owned businesses. Additional information may be requested prior to final selection.

### **GENERAL CONDITIONS**

The General Conditions set out below apply to all formal solicitations for the City of Takoma Park, Maryland. Proposers are responsible for informing themselves of these requirements prior to submission of proposals. The term “bid” and “bidder” as used in these General Conditions shall include the term “proposal” and “offeror” or “respondent.” A sample of the terms applicable to any contract resulting from this RFP are attached hereto as Exhibit 1.

#### Receipt of Proposals

Proposals or amendments received after the time specified below for Opening will not be considered.

Properly marked proposals attached as a PDF that are received prior to the specified time of the Opening will be kept unopened until the bid Opening date and time.

No liability shall be attached to the City or appointed City representative for the premature opening of an improperly addressed or improperly identified bid.

#### Opening of Proposals

Bid opening will occur at 9:00 a.m. on Friday, July 14, 2023 in the offices of the City of Takoma

Park, Human Resources.

Unless otherwise specified by the City, all proposals submitted shall be binding for City acceptance for 90 calendar days from the date of the opening of proposals.

#### Award or Rejection of Proposals

A contract shall be awarded to a responsive and responsible firm or individual. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information set forth in this Request for Proposals; 5) select a bid and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; and/or 6) reject any and all proposals that comply with these Request for Proposals specifications, or to accept a higher bid proposal that complies, provided that, in the judgment of the City, the services or items offered under the higher bid proposal have additional values or functions justifying the difference in price.

The City reserves the right to personally interview bidders and to inspect the bidder's place of business, inventory, vehicles, supplies and equipment, contact references and inspect past projects prior to making a bid award.

The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.

A written notice of the award (or acceptance of the bid) will be provided to the successful bidder within the specified acceptance period.

#### Changes in Specifications

The City may, during the proposal period, advise prospective respondents by bulletin or addenda of changes in information contained in the Request for Proposals. 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.

#### Subcontractors

Bidders may not assign or sublet the contract services or any part thereof without the prior written consent of the City Manager, or his or her duly appointed representative. Bidders must request approval in writing for any such assignment or subcontracting, including the name of such assignee or subcontractor(s) he or she intends to use, the specific services or materials to be furnished by such assignee or subcontractor, the assignee or subcontractor's place of business, and other information as the City Manager may require.

#### Compliance with Specifications



Bidders shall abide by and comply with the true intent of the Scope of Service detailed in the Request for Proposals and not take advantage of any unintentional error or omission.

Payment

Invoice for payment must be submitted in duplicate. An original and one copy shall be forwarded to the City, payment for which will be made only upon acceptance of the services or items represented by the invoice. Payment terms are net 30 unless special arrangements have been established.

Bidders shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with the written consent of the City Manager.

Indemnification and Insurance

The bidder is responsible for any loss, personal injury, death, property damages, and any other damages of every name and description that may be done or suffered by reason of bidder's negligence or failure to perform any contractual obligations. The bidder shall indemnify and save harmless the City of Takoma Park, its employees, officials, and agents, from and against all losses, liabilities, claims, demands, damages, suits, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to the bidder's negligence, tortuous act or omission, or failure to perform any of its contractual obligations.

The bidder must obtain at its own cost and expense, and keep in force and effect during the term of the contract with the City for the contract work, including all extensions and renewals, the insurance specified below, with an insurance company licensed or qualified to do business in the state of Maryland. A certificate of insurance must be submitted to the City prior to the commencement of any work under the contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The City of Takoma Park must be named as an additional insured on all liability policies. A minimum of thirty (30) days written notice to the City of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown below, unless the requirements of this section are waived, in whole or in part, in writing by the City Manager.

<u>Coverage</u>	<u>Amount or Limits</u>
Workers Compensation (for bidders with employees)	
Bodily injury Accident (each)	\$100,000
Disease (policy limits)	\$500,000
Disease (each employee)	\$100,000
Commercial General Liability	\$500,000
(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)	
Minimum Automobile Liability	
(Including owned, hired and non-owned automobiles.)	

Bodily injury, each occurrence	\$300,000
Bodily injury, each person	\$100,000
Property damage, each occurrence	\$300,000
Professional Liability	\$500,000
(For errors, omission, and negligent acts, per claim and Aggregate, with one year discovery period and maximum deductible of \$25,000)	

Bidder’s Certification of Noninvolvement in the Nuclear Weapons Industry

In order to comply with the provisions of Takoma Park Code Chapter 14.04, Nuclear-Free Zone, section 14.04.060.C, bidders must certify, by a notarized statement, that the bidder is not knowingly or intentionally a nuclear weapons producer.

Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park’s living wage requirement for service contracts. The “Living Wage Requirements Certification” must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the Living Wage Requirements Certification, then your proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor and any subcontractor to employees under the City’s living wage law, is \$17.05 per hour through June 30, 2024. The living wage rate is adjusted as of July 1 of each year to reflect the most current Montgomery County living wage rate and shall be applicable to any contract awarded thereafter until the date of the next adjustment. Notice of adjustments to the living wage rate can be found on the City’s website ([www.takomaparkmd.gov](http://www.takomaparkmd.gov)). Also, the City’s living wage law–Takoma Park Code § 7.08.150 et. seq. is available at the same website.

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 Request for Proposals.

Conflict of Interest

No employee or officer of the City, or his or her immediate family member, shall be permitted to any share or part of this contract or to any benefit that may arise from this contract.

**EXHIBIT A: SAMPLE CONTRACT**

CONTRACT FOR \_\_\_\_\_

**[CONTRACTOR]  
CITY OF TAKOMA PARK, MARYLAND**

**THIS AGREEMENT**, hereinafter referred to as “Agreement,” is made this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the **CITY OF TAKOMA PARK**, a municipal corporation of the State of Maryland, located at, 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as “the City,” and **[CONTRACTOR]**, a [description of Contractor’s type of business] located at \_\_\_\_\_, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

**RECITALS**

**WHEREAS**, [Insert multiple **WHEREAS** clauses providing the factual background underlying the Agreement, including any City solicitation of bids/proposals].

**WHEREAS**, the City desires to retain Contractor to assist it in [insert a description of the activities required], hereinafter referred to as the “Project;” and

**WHEREAS**, the Mayor and City Council, by enacting Ordinance No. 202\_\_, have authorized the City Manager to enter into this Agreement in pursuit of the Project. [This **WHEREAS** clause may be removed if the Council is not required to authorize the Agreement, under Chapter 7.04 of the Takoma Park Code.]

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**SECTION 1. SCOPE OF SERVICES**

**1.1.** During the term of this Agreement, Contractor agrees that it will have the following responsibilities with respect to the Project:

**1.1.1.** [Insert subsections concerning the activities required under the Project]

**1.2.** The Project shall also include all other work as reasonably and additionally required by the City and agreed to by Contractor. Any such work shall be reduced to written form and will require the Parties to execute a modification to this Agreement as set forth in Section 5 of this Agreement.

## SECTION 2. PERIOD OF PERFORMANCE

2.1. The effective term for this Agreement is for \_\_\_\_\_, commencing upon the execution of this Agreement.

2.2. By agreement of the Parties, this Agreement may be renewed or extended for up to \_\_\_ (\_\_) additional one-year terms following the expiration of the initial term of this Agreement. Continuation of Contractor's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and encumbered to support continued Contractor's 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. Contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement. **[Only retain this clause if renewal or extension is permitted.]**

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

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

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

## SECTION 3. FEE FOR SERVICES

3.1. In exchange for these good and valuable services, Contractor will receive a fee not to exceed the amount of \_\_\_\_\_ (\$\_\_\_\_\_). The Parties may agree to an equitable adjustment of this fee as set forth in Section 5 of this Agreement.

3.2. The compensation due to Contractor under this Agreement shall not, in any event, exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). **[Insert this provision if the Contract is not for a set amount or is for hourly or tasked-based compensation]**

3.3. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in \_\_\_\_\_ monthly installments in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) per installment. The first monthly installment shall be paid one (1) month after the execution of this Agreement. **[Omit this provision if the payment structure under the Agreement is for a lump sum or does not call for monthly installments.]**

3.4. The City agrees to pay the fee contemplated in Subsection 3.1 to Contractor in a lump sum, after receiving an invoice from Contractor, and to pay said invoice within \_\_\_ days of receipt. **[Remove if the pay structure of the Agreement is not for a lump sum]**

3.5. Contractor shall submit invoices to the City on a monthly basis. Invoices shall be based on time expended by Contractor to complete the tasks required under this Agreement. Invoices shall include the name of the assignment; a detailed description of the services provided; the results of the services; recommendations for future actions; the date; and the amount of time expended in providing the services. Payment will be made to Contractor within thirty (30) calendar days after the City's receipt of an invoice in a form deemed acceptable by the City. Payment will be contingent upon the City's verification that the work has been satisfactorily performed as determined by the City in its reasonable discretion. The City reserves the right to verify and approve the work represented by the invoice prior to payment of the invoice. **[Retain this provision if Section 3.3 will be utilized; omit it if an alternative payment structure is utilized.]**

3.6. No payment by the City may be made, or is due, under this Agreement, unless funds for the payment have been appropriated and encumbered by the City.

#### **SECTION 4. PRIORITY OF DOCUMENTS**

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

4.2. The following documents are incorporated herein by reference into and made a part of this Agreement and are enumerated herein in the order of their legal precedence in the event of a conflict in their terms: (i) \_\_\_\_\_; (ii) \_\_\_\_\_; (iii) \_\_\_\_\_; and (iv) \_\_\_\_\_. In the event of a conflict in language between this Agreement and any of said documents, the terms of this Agreement shall control.

#### **SECTION 5. CHANGES**

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

**5.2.** Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. 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.

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

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

## **SECTION 6. NOTICES**

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

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

If to the City: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

## **SECTION 7. CONTRACT ADMINISTRATION**

**7.1.** For Contractor, \_\_\_\_\_ is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's

Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

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

**7.2.1.** Serve as liaison between the City and Contractor;

**7.2.2.** Give direction to Contractor to ensure satisfactory and complete performance;

**7.2.3.** Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;

**7.2.4.** Serve as records custodian for this Agreement, including wage and prevailing wage requirements;

**7.2.5.** Accept or reject Contractor's performance;

**7.2.6.** Furnish timely written notice of Contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;

**7.2.7.** Approve or reject invoices for payment;

**7.2.8.** Recommend modifications or terminations of this Agreement; and

**7.2.9.** Issue notices to proceed and task and purchase orders.

## **SECTION 8. TERMINATION**

**8.1.** This Agreement may be terminated by the City, in whole or in part, upon written notice to Contractor, when the City determines that such termination is in its best interest. A termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle Contractor to payment for reasonable costs allocable to this Agreement for work or costs incurred by Contractor up to the date of termination. 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 this Agreement.

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

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

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

**8.2.2.1.** Failing to commence work when notified.

**8.2.2.2.** Abandoning the work. Visual inspection by the City's Contract Administrator will serve as evidence of abandonment.

**8.2.2.3.** Subcontracting any part of work without the City's prior approval.

**8.2.2.4.** Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of this Agreement.

**8.2.2.5.** Failing to adhere to the required specifications for the work required under this Agreement.

**8.2.3** Contractor, or any partner, member, principal or officer of Contractor, being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

**8.2.4** 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.

**8.2.5** 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 this Agreement, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

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



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.

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

**8.5.** In the event of termination under Subsections 8.1 or 8.2, Contractor consents to the City's selection of another contractor of the City's choice to assist the City in any way in completing the Project. Contractor further agrees to cooperate and provide any information requested by the City in connection with the completion of the Project, including assignment of any contracting rights the City may require. Contractor consents to and authorizes the making of any reasonable changes to the design of the Project by the City and such other contractor as the City may desire.

**8.6.** Any termination of this Agreement for cause that is later deemed to be unjustified shall be deemed a termination for convenience under Subsection 8.1.

## **SECTION 9. CERTIFICATIONS OF CONSULTANT**

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

**6.2.** Contractor and the City represent and warrant that: (a) they have the full right and authority to enter into, execute, and perform the obligations required under this Agreement and that no pending or threatened claim or litigation known by them would have a material adverse impact on their ability to perform as required under this Agreement; (b) they have accurately identified themselves and have not provided any inaccurate information about themselves or the Project; and (c) they are entities authorized under the laws of the State of Maryland to do business within the State.

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

**6.4.** This Agreement is subject to the living wage requirements under *The City of Takoma Park Code*, hereinafter referred to as the "Code," Sections 7.08.150–7.08.210. Contractor and any subcontractor retained or employed on Contractor's behalf agree to pay each employee assigned to perform services under this Agreement a living wage, subject to exemptions from coverage for particular contracts set forth in Code Section 7.08.160 and for particular employees as set forth in Code Section 7.08.180(F). The current living wage is Fifteen US Dollars and Forty

Cents (\$15.40) per hour through June 30, 2022. The living wage rate is adjusted on July 1st of each year to reflect the most current Montgomery County living wage rate and said adjustments shall be applicable to this Agreement unless otherwise exempt. Contractor's Living Wage Requirements Certification is attached hereto and incorporated herein as part of this Agreement.

**6.5.** Contractor warrants and represents: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this Agreement; that any proposal upon which this Agreement was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this Agreement is fair and made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the work required under this Agreement has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

**6.6.** Contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. 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.

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

## **SECTION 10. INDEMNIFICATION**

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

**3.2.** 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, 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 Agreement or the performance by Contractor of any of its activities or obligations under this Agreement.

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

## **SECTION 11. DISPUTES**

**11.1.** Any dispute arising under this Agreement which is not resolved by an agreement between the Parties shall be decided by the City Manager, after reasonable opportunity is provided for the Parties to provide written documentation supporting their position. Pending final resolution of a dispute, except for a termination of this Agreement by the City, Contractor must proceed diligently with performance under this Agreement. A claim must be in writing, for specific relief, or for a sum certain if the claim is for money, and any requested money or other relief must be fully supported by all relevant calculations, including cost and pricing information, records, and other information.

**11.2.** A decision by the City Manager or his or her designee under the dispute procedure set forth in this Section shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Agreement, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland sitting in Montgomery County.

## **SECTION 12. INSURANCE**

**12.1.** Contractor shall obtain and maintain liability insurance coverage at Contractor's own expense. Contractor shall, within thirty (30) days of the execution of this Agreement, file with the City Manager, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance coverage as set forth more fully herein below with a deductible no greater than \_\_\_\_\_ Dollars (\$\_\_\_\_), except as specified in Subsection 12.1.3. Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear and endorsement in words exactly as follows:

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

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

**12.1.1.** Commercial general liability insurance with a minimum combined single limit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.

**12.1.2.** Automobile liability insurance with coverage for bodily injury of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per person, at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence, and coverage for property damage of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence.

**12.1.3.** Professional liability insurance with coverage for errors, omissions, and negligent acts, with a maximum deductible of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per claim in the aggregate within one year of such errors, omissions, or negligent acts being discovered. **[This provision may be omitted if the agreement is not for professional services.]**

**12.1.4.** Workers’ compensation insurance with coverage limits of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per bodily injury by accident and coverage for disease of at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per employee and at least \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate.

**12.1.5.** Cyber liability insurance in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per claim and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the aggregate. **[This provision may be omitted, depending on the nature of services.]**

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

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

**12.4.** Contractor shall assure that all subcontractors carry identical coverage as required by this Section 12, either individually or as an additional insured on Contractor's policies. Exceptions may be made only with the written approval of the City.

### **SECTION 13. SET OFF**

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

### **SECTION 14. APPLICABLE LAW**

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

### **SECTION 15. RECORD AND AUDIT**

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

**15.2.** Records referred to under Subsection 15.1 shall be maintained and made available during performance under this Agreement and until six (6) years from the date of final completion of the Project. In addition, those records that relate to any dispute or litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken shall be maintained and available until six (6) years after the date upon which any such dispute, litigation, claim, or exception is resolved.

**15.3.** Contractor shall include the provisions of this Section 15 in every subcontract Contractor enters into relating to this Project.

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

as well as all inventions, techniques, and improvements developed by Contractor, independent of the services rendered to the City under this Agreement, remain the property of Contractor.

## **SECTION 16. MISCELLANEOUS**

**16.1.** The recitals above are hereby incorporated into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

**[The remainder of this page is intentionally left blank—signature page follows.]**

**IN WITNESS WHEREOF**, the City and Contractor have executed this Agreement as of the date first written above.

Witness:

[Contractor]:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date

Witness:

City of Takoma Park:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date

Approved as to form and  
legal sufficiency:

\_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
E.I. Cornbrooks, IV  
City Attorney  
City of Takoma Park



**FORM A**

**QUALIFICATIONS AND CERTIFICATION STATEMENT**

**NAME OF ENTITY** \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax: \_\_\_\_\_

Web Site: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number (office and cell): \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ORGANIZATIONAL STRUCTURE**

Identify the legal structure of the entity responding to the Request for Proposals and include requested information with this submission.

\_\_\_\_\_ A.1. A corporation incorporated under the laws of the State of Maryland, and in good standing to do business in the State of Maryland.

\_\_\_\_\_ A.2. List the name of the corporation and the names and titles of the corporation's directors and officers:  
\_\_\_\_\_

\_\_\_\_\_ B.1. A corporation incorporated under the laws (insert jurisdiction) \_\_\_\_\_

\_\_\_\_\_ B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.

\_\_\_\_\_ B.3. List the name of the corporation and the names and titles of the corporation's directors and officers:  
\_\_\_\_\_

\_\_\_\_\_ C. A sole proprietor doing business under his/her individual name. Individual name: \_\_\_\_\_

\_\_\_\_\_ D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and the trade or business name: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ E. A partnership. List the type of partnership and the names of all general partners:  
\_\_\_\_\_

\_\_\_\_\_ F.1. A limited liability company organized under the laws of the State of Maryland and authorized and in good standing to do business in the State of Maryland.

- \_\_\_\_ F.2 List the limited liability company name and the names of all members:  
\_\_\_\_\_
- \_\_\_\_ G.1 A limited liability company organized under the laws of \_\_\_\_\_  
(insert jurisdiction name).
- \_\_\_\_ G.2. The foreign limited liability company is authorized and in good standing to do  
business in the State of Maryland.
- \_\_\_\_ G.3. List the foreign limited liability company name and the names of all members:  
\_\_\_\_\_
- \_\_\_\_ H. Other (explain):  
\_\_\_\_\_

**CERTIFICATION**

The undersigned proposes to furnish and deliver all labor, supplies, material, equipment, or services in accordance with specifications and stipulations contained in the Invitation for Bids or the Request for Proposals for the prices listed on the enclosed Price Proposal Sheet, if any, and/or upon the terms and conditions set forth in the proposal.

The undersigned certifies that this bid/proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a bid or proposal for the same labor, supplies, material, equipment, or services and is, in all respects fair and without collusion or fraud. The undersigned further certifies that he/she is authorized to sign for the Respondent.

Respondent Name (print): \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

**FORM B  
CITY OF TAKOMA PARK, MARYLAND  
CERTIFICATION OF NON-INVOLVEMENT IN THE  
NUCLEAR WEAPONS INDUSTRY**

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the requirements of Chapter 14.04 of the Takoma Park Code, the Takoma Park Nuclear Free Zone Act, the undersigned person, firm, corporation, limited liability company or entity hereby certifies that he/she/it is not knowingly or intentionally a nuclear weapons producer.

Note: The following definitions apply to this certification per Section 14.04.090:

“Nuclear weapons producer” is any person, firm, corporation, facility, parent or subsidiary thereof or agency of the federal government engaged in the production of nuclear weapons or its components.

“Production of nuclear weapons” includes the knowing or intentional research, design, development, testing, manufacture, evaluation, maintenance, storage, transportation or disposal of nuclear weapons or their components.

“Nuclear weapon” is any device the sole purpose of which is the destruction of human life and property by an explosion resulting from the energy released by a fission or fusion reaction involving atomic nuclei.

“Component of a nuclear weapon” is any device, radioactive substance or nonradioactive substance designed knowingly and intentionally to contribute to the operation, launch, guidance, delivery or detonation of a nuclear weapon.

IN WITNESS WHEREOF, the undersigned has signed this Certification this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_ Contractor Name: \_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name & Title

State of \_\_\_\_\_, County of \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**FORM C**  
**LIVING WAGE REQUIREMENTS CERTIFICATION**  
**(Takoma Park Code, section 7.08.170.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 7.08.160 (see item B below):

Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**CHECK ALL APPROPRIATE LINES BELOW THAT APPLY IN THE EVENT THAT YOU ARE AWARDED THE CONTRACT AND BECOME A CONTRACTOR.**

**A. Living Wage Requirements Compliance**

\_\_\_\_\_ This Contractor as a "covered employer" will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code*, Section 7.08.150 *et. seq.*). 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 7.08.170.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: \_\_\_\_\_

<\\192.168.123.253\wpdocs\TAKOMA\CONTRACT\Living Wage\2015 RFP Living Wage Reqs Certif 5-19-15.docx>