

# City of Takoma Park, Maryland



## REQUEST FOR PROPOSALS ("RFP")

### Renewable Energy Supplier for Community Campaign

**RFP Issuance Date: Monday, February 5, 2018**

**Proposal Submission Deadline: Friday, February 23, 2018**

**Submit Inquiries to:**

Gina Mathias  
Sustainability Manager  
301-891-7623  
[GinaM@takomaparkmd.gov](mailto:GinaM@takomaparkmd.gov)

**Submit Proposals to:**

City of Takoma Park  
Public Works  
Attn: Gina Mathias, Sustainability Manager  
31 Oswego Avenue  
Silver Spring, MD 20910  
  
or [GinaM@takomaparkmd.gov](mailto:GinaM@takomaparkmd.gov)

## **SECTION I - PURPOSE AND BACKGROUND**

### **A. PURPOSE**

The City of Takoma Park ("City") invites qualified Firms to submit proposals to supply the City's residents, staff, and businesses with 100% renewable energy in an opt-in basis. A contract will be awarded to one or more highly qualified and experienced firm(s) with a strong record of supplying renewable energy for both residential and commercial accounts in the Pepco service territory.

Takoma Park will publicize and actively promote the chosen supplier(s) to residents and business.

### **B. SCHEDULE**

Issuance of Request for Proposals: Monday, February 5, 2018

Deadline for Submission of Proposals: Friday, February 23, 2018

Award Announcement (subject to change): Thursday, March 8, 2018

### **C. 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 17,000. 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.

Takoma Park has a deep commitment to reducing greenhouse gas emissions city wide. The city has long purchased 100% wind electricity through renewable energy credits for its own operations. In 2014 the City adopted a Sustainable Energy Action Plan with seventeen key strategies to reduce emissions. In 2016 the Mayor signed the Global Covenant of Mayors, and in 2017 pledged to uphold the goals of the Paris Climate Agreement. The City reports the Carbon Disclosure Project (CDP) annually, and is actively seeking new opportunities to reduce emissions and improve sustainability city-wide

In 2017 Takoma Park won 3rd place in the national Georgetown University Energy Prize competition for reducing energy use. Over 20% of homes in Takoma Park participated in a yearlong Neighborhood Energy Challenge in support of the competition, with over 170 homes earning a Green Home Certification, showing enthusiastic support for energy efficiency.

The City wishes to help residents and businesses switch to 100% renewable energy in an easy, convenient way. The current number of companies offering consumers renewable energy is large, and navigating contract terms, pricing in an unfamiliar market, and overcoming worries about fraud can be difficult barriers for consumers to overcome. By conducting research on rates, business reliability, and contract terms through this RFP, the City will make it easier for people to switch to 100% renewable power with confidence with the selected company(s).

All electricity accounts in Takoma Park are served by Pepco. In 2015 36,859,651 kWh was consumed by residential accounts, and 55,834,236 kWh was consumed by commercial accounts.

## **SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES**

Qualified Firms shall provide a proposal with the following information:

### **A. QUALIFICATIONS**

1. The Respondent Firm (“Firm”) must have a minimum of two years of professional experience providing renewable electricity to customers in Maryland.
2. Preference will be given to companies with significant green or environmental business practices such as B-Corporation Certification or other sustainable or ethical business certification.
3. Preference will be given to companies with experience with previous similar projects, marketing activities, and other relevant experience that supports the application.
4. Respondent will not be responsible for paying referral fees to City of Takoma Park for new customer leads, nor will City of Takoma Park be responsible for any fees to the selected supplier(s). Ability to set up a low-income fund or discount program is required in lieu of traditional new customer incentives (Section B.5).

### **B. SCOPE OF SERVICES**

1. Provide a fixed rate for 100% renewable electricity for new customers in Takoma Park for the duration of the sign-up period. The program is to be open to any electric account holder in Takoma Park, with possible expansion into adjacent areas. Preference may be given for bulk rate discounts where applicable for number of accounts of size of account. Rates and applicable rate class definitions should be provided for:
  - a. Residential accounts;
  - b. Small business accounts;
  - c. Commercial accounts;
  - d. Multifamily master-meter accounts.
2. Contract terms are to be fixed for a minimum of a one year period, from the date of signing, with no cancellation fees for early termination. Longer contract terms may be offered. If applicable, please provide the rates for each offered contract term.
3. Indicate the length of time the fixed rate will remain valid. The City aims to run the sign up campaign for 3 - 6 months. If the firm cannot meet this time period, describe what time frame the firm can commit to for guaranteeing the proposed fixed rate to all customers.
4. Provide details including:
  - a. Service guarantees;
  - b. Renewable energy mix delivered;
  - c. Support plan, including how the selected firm(s) will develop advertising materials; outreach strategy; advertising and marketing activities.

5. It has become commonplace for suppliers to offer cash incentives for customers when they initially sign-up, as well as when they refer others (and sometimes also to the party that is referred). In lieu of such incentives, the selected company will work with the City to establish, maintain, and operate a "low income fund" and/or discount rate for low-income qualified residential customers. Financial incentives that would normally be provided to the referring entity (in this case, The City), as well as to the referred party (in this case, each individual customer), would instead be contributed to the low income fund, or otherwise form the basis for the discounted low-income rate. The City may also elect to periodically contribute to the fund if and when necessary. The City has established low income guidelines and an application process.
6. Project Implementation Plan:
  - a. Attend planning meetings (at least one of which will be in person) with the City Sustainability Manager to develop outreach, marketing, and implementation plans. An online customer sign-up portal will be created by firm(s) selected; paper sign up forms will also be created.
  - b. Firm(s) will provide advertising materials to the City for co-branding with the City.
  - c. Marketing activities conducted or supported by the firm(s) may include, but are not limited to: flyers and posters; local Takoma Park CITY TV interview and commercial; public workshops or information session; newsletter advertisement; bus shelter ad; canvassing; tabling at public events.
7. Project Conclusion:
  - a. Report total number of new accounts resulting from the campaign.
  - b. Prepare a written final report of marketing activities;
  - c. Prepare an analysis of the estimated environmental impact of total number of new accounts signed up for renewable energy;
  - d. Provide recommendations to the City for future renewable energy sign up campaigns.

### **SECTION III – PAYMENT SCHEDULE**

There will be no payments between the City of Takoma Park and the selected firm(s).

### **SECTION IV - PROPOSAL SUBMITTAL INSTRUCTIONS**

Proposal Due Date: The deadline for submissions is 4:00 p.m. on Friday, February 23, 2018. Requests for extensions of the date and time will not be granted and no late proposal or late request for modifications will be considered.

Method of Submission: Proposals shall be emailed to Gina Mathias, Sustainability Manager, City of Takoma Park, at [GinaM@takomaparkmd.gov](mailto:GinaM@takomaparkmd.gov). The email subject line will read "Renewable Energy Supplier". The proposal document shall be a single PDF attachment. A confirmation email will be sent within 24 hours of the receipt of a proposal email. The City will not open or review any proposal until after the submission deadline. If no confirmation is received within that timeframe or before the deadline date and time, please contact Gina Mathias at 301-891-7623 to confirm that the proposal was received.

All proposal submissions must include the following information to be considered complete. The City reserves the right to disregard any incomplete bid responses.

#### 1. Proposal

- a. Cover Letter: A transmittal letter on the respondent's business stationery from the individual(s) or a principal officer of the firm offering the proposal and certifying that the proposal, including price proposal, will remain in effect for ninety (90) days after the proposal due date. The letter should include the RFP number, and provide the name and address of the individual or firm, and contact information for the individual or officer (telephone number and email address). The attached Qualification and Certification Statement must be completed and included with the proposal.
- b. Services to be Provided: The respondent shall submit a brief narrative description of the services to be provided to the City and a description of each account signed up during the campaign. The narrative also must include the respondent's approach to carry 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 amount of time that the firm would need to provide these services. A list of supportive services or additional work that may be provided must also be outlined, including but not limited to advertising, design of outreach materials, sign-up website or online web portal for customer sign-up, paper sign-up forms, workshop or public outreach strategy and support.
- c. Personnel Qualifications: A company profile, including number of years in business, type of operation, and number of employees, and a list of all persons who will be directly or indirectly involved in providing service, marketing and outreach, or other support to the renewable energy campaign.
- d. Environmental Profile: The firm will provide information about the renewable energy mix it supplies including the source and location for its mix. The company can also provide any supportive information regarding its general business operations and its commitment to being a green or environmentally responsible business.

- e. Firm Experience: Provide a listing of similar services that were performed or undertaken within the past five years.
- f. 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.
- g. Conflicts of interest: Identify any conflicts of interest or potential conflicts with other clients of the firm.
- h. References: Provide at least three references of clients for whom renewable energy services have been provided in a similar capacity or large business clients. Provide a description of the work provided, dates of service, and contact information for those references (include organization name, contact person's name and title, telephone number and email address).
- i. Process: An outline of the firm's process, including a proposed timeline for each step in the process, and all items listed in Section 11.B, Scope of Services (assuming a contract award date of March 8, 2018).

## 2. REQUIRED CERTIFICATIONS

- a. A completed Living Wage Requirements Certification.
- b. A completed Certification of Non-Involvement in the Nuclear Weapons Industry.
- c. Qualification and certification statement.

## **SECTION V – EVALUATION CRITERIA 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 community representatives 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:

- Relevant experience and qualifications of the Firm.
- Responsiveness and understanding of the scope of services.
- Renewable energy mix and sources.
- Qualifications and experience of personnel that will be working with Takoma Park on the project.
- Client references.
- Pricing structure and contract terms for customers, including ability to support the low income fund and/or discounted rates.

**CITY OF TAKOMA PARK, MARYLAND**  
**GENERAL CONDITIONS**

The General Conditions set out below shall apply to all formal solicitations and competitive bid or proposal processes of 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." The term "Request for Proposals" as used in these General Conditions shall include "Request for Bids," "Invitation for Bids," and "Requests for Qualifications."

1. Receipt of Proposals

Proposals or amendments received after the date and time specified as the proposal due date will not be considered. No liability shall attach to the City for the premature opening of an improperly addressed or improperly identified proposal.

2. Proposal Due Date

a. Friday, February 23, 2018

b. Unless otherwise specified by the City, all proposals submitted may not be withdrawn after bid opening and shall be binding for City acceptance for ninety (90) days from the proposal due date.

3. General Terms

a. Confidentiality: Proposals will be evaluated by a designated panel of staff and community representatives. Proposals will be available for public inspection after the award announcement, except as to the extent that a respondent designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A respondent's designation of material as confidential will not necessarily be conclusive, and the respondent may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act ("PIA"), Title 4 of the General Provisions Article ("GP") of the *Annotated Code of Maryland*.

b. Proposal Expenses: The City is not responsible for expenses incurred in preparing and submitting proposals.

c. Acceptance of Terms and Conditions: By submitting a proposal, a respondent accepts the terms and conditions set forth in this RFP.

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

4. Award or Rejection of Proposals

a. A contract shall be awarded to a responsive and responsible bidder. 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 or any technical or formal defect in a proposal; 5) select a proposal and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; 6) reject any and all proposals that comply with the Request for Proposals specifications; 7) elect not to proceed with the process set forth in the Request for Proposals; or 8) accept a higher proposal that complies with the Request for Proposals specifications, provided that, in the judgment of the City, the services or items offered under the higher proposal have additional values or functions justifying the difference in price.

- b. The City reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that the bidder provide additional information or make one or more presentations. The City also has the right to personally interview bidders and to inspect the bidder's place of business, inventory, supplies and equipment prior to making a contract award.
- c. 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.
- d. A written notice of the contract award (or acceptance of the bid) will be provided to the successful bidder within the specified acceptance period. The successful bidder will be expected to sign the City's contract.
- e. Specific requirements as to bid bonds shall be incorporated in individual proposal specifications, if required. Although performance and/or payment bonds may be directly addressed in the specifications, the City reserves the right to require a performance and/or payment bond if the City deems it to be in the City's best interests to require a performance and/or payment bond at the time of award or upon execution of the City contract.

## 5. Payment

There are no payments to be made as part of this agreement between parties.

## 6. Taxes

Prices proposed under any bid shall not include federal, state or local sales or use taxes. The City of Takoma Park is exempt from such taxes; however, the City's contractors or vendors are not agents and/or employees of the City.

## 7. Subcontractors

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

## 8. Compliance with Specifications

Bidders should address and clearly satisfy the requirements of this Request for Proposals. Failure to clearly respond to the requirements of the Request for Proposals may result in the bid or proposal as not being responsive. Bidders shall abide by and comply with the true intent of the specifications of this Request for Proposals and not take advantage of any unintentional error or omission.

## 9. Changes in Specifications

If it becomes necessary to revise or alter any part of this RFP, addenda will be provided on the City website during the proposal period. It is the responsibility of bidders to check the City website for any addenda. All such addenda and changes shall be deemed a part of this RFP and shall become part of the information contained in the RFP as originally issued.

## 10. Bidder's Certification of Non Involvement 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.

## 11. 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 the proposal. If a bidder fails to submit and complete the required material information on the Living Wage Requirements Certification, then the proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor to employees under the City's living wage law, is \$14.85 per hour for July 1, 2017, through June 30, 2018. 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* section 7.08.180 *et. seq.* is available at the same website (click on Code).

## 12. Conflict of Interest

The bidder will be required to warrant and represent that no employee or official of the City, or his or her immediate family member, is directly or indirectly interested in the proposal or will share in or benefit from any contract that results from the proposal.

## 13. Brokerage Fees, Commissions, Contingency Fees, and Other Compensation

a. No brokerage fees, finder's fees, commissions, or other compensation or consideration will be payable by the City in connection with the award of a contract under the proposal. The City will not pay any costs or losses incurred by a bidder including, but not limited to, any costs incurred to respond to this Request for Proposals, any requests for supplemental information made by the City, or for actions by the bidder in connection with any negotiations, including, but not limited to, actions to comply with the requirements of the City.

- b. The bidder warrants that no member of the bidder's firm has employed or retained any representative, individual, or firm, other than a bona fide employee working solely for the bidder firm, to solicit or secure any contracts hereunder and further warrants that there has not been any payment or promise or agreement to pay anyone a fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of a contract under the proposal.

14. Indemnification and Insurance

- a. The commencement of any negotiation does not represent any obligation or agreement on the part of the City. No bid or proposal shall be deemed accepted until authorized by the City Council and a contract or purchase order between the City and the bidder is executed. Either the City or the bidder may terminate negotiations at any time with or without cause. If negotiations are terminated by either party, neither the City nor the bidder will have any rights against or liabilities to the other party.
- b. The selected 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 the bidder's negligence or failure to perform any contractual obligations. The selected bidder shall defend, indemnify, and hold 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, whether for personal injury, property damage or other liability arising out of or in any way connected with the bidder's acts or omissions under the Request for Proposals or under any contract resulting from the Request for Proposals.
- c. The selected bidder must obtain at its own cost and expense, and keep in force and effect during the term of any 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.

d. Insurance Requirements – Contract Dollar Values

<u>Coverage</u>	<u>Up to \$100,000</u>	<u>Up to \$1,000,000</u>
Workers Compensation (for bidders with employees)		
Bodily injury by		
Accident (each)	\$100,000	\$100,000
Disease (policy limits)	\$500,000	\$500,000
Disease (each employee)	\$100,000	\$100,000
Commercial General Liability	\$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.)		

Minimum Automobile Liability (Including owned, hired and non-owned automobiles.)		
Bodily injury, each person	\$250,000	\$500,000
Bodily injury, each occurrence	\$500,000	\$1,000,000
Property damage, each occurrence	\$300,000	\$300,000
Professional Liability (for professional services contracts only) For errors, omissions, and negligent acts, per claim and Aggregate, with one year discovery period and maximum Deductible of \$25,000.00		
	\$500,000	\$1,000,000

15. Changes

- a. The City may, at any time, by written order, make changes to the Scope of Services as set forth in the Request for Proposals. If such changes cause an increase or decrease in the bidder's cost or time required for performance of any project service, an equitable adjustment, if applicable, may be made and the parties' contract modified in writing accordingly.
- b. Any claim of the bidder for adjustment under this clause must be asserted in writing within fourteen (14) days from the date of receipt, by the bidder, of the notification of the change order, unless the City grants a further period of time.
- c. No service for which additional compensation will be charged by the bidder shall be furnished without the written authorization of the City.

16. Attachments

- a. Certification of Non-Involvement in Nuclear Weapons Industry
- b. Living Wage Requirements Certification
- c. Qualification and Certification Statement
- d. References

**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 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 \_\_\_\_\_, 201\_\_.

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
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: \_\_\_\_\_ 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.*). 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.

**Effective July 1, 2017, the Living Wage Rate is \$14.85 per hour through June 30, 2018.**

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 signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title of authorized person: \_\_\_\_\_

Date: \_\_\_\_\_

**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 foreign 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 foreign 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: \_\_\_\_\_

(ATTACHMENT A)



REFERENCES

The Respondent Firm ("Firm") must have a minimum of two years of professional experience providing renewable electricity to customers in Maryland. The Firm shall furnish a representative list of three (3) references involving work as specified herein. Failure to submit the required information with the Proposal may be cause for rejection of the Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Firm to furnish the services and the Firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such Firm fails to satisfy the City that such Firm is properly qualified to carry out the obligations of the contract and deliver the service herein.

Local Government/Organization Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Project Description: \_\_\_\_\_

Position Filled/Date: \_\_\_\_\_

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Local Government/Organization Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Project Description: \_\_\_\_\_

Position Filled/Date: \_\_\_\_\_

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Local Government/Organization Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Contract Value: \_\_\_\_\_

Project Description: \_\_\_\_\_

Position Filled/Date: \_\_\_\_\_

Position Filled/Date: \_\_\_\_\_

RETURN THIS FORM WITH PROPOSAL.