



**Takoma Park Recreation Department**

301-891-7290 [takomaparkmd.gov/recreation](http://takomaparkmd.gov/recreation)



**CITY OF TAKOMA PARK, MARYLAND  
REQUEST FOR PROPOSALS ("RFP") RFP # RD-2022-08-31  
TUTORIAL PROGRAMS**

RFP Issuance Date: **August 31, 2022**

Proposal Submission Deadline: **September 30, 2022 at 12:00 p.m.**

Contact: Vincent Cain, **Recreation Supervisor**

**City of Takoma Park**

**7500 Maple Avenue, Takoma Park, MD 20912**

**Phone: 301-891-7286**

**Email: [Vincentc@takomaparkmd.gov](mailto:Vincentc@takomaparkmd.gov)**

## **SECTION I – PURPOSE AND BACKGROUND.**

### **A. PURPOSE.**

The City of Takoma Park (“City”) is soliciting proposals for local organizations to provide tutoring programs in a variety of subjects for youth and teens in the City of Takoma Park.

### **B. SCHEDULE.**

Issuance of Request for Proposals: **August 31, 2022**

Deadline for Submission of Proposals: **September 30, 2022 at noon**

Evaluation Period: **October 3-7, 2022**

Contract Award (estimate): **November 1, 2022**

### **C. BACKGROUND.**

The City of Takoma Park is a municipality of approximately 17,000 persons in Montgomery County, Maryland, adjacent to Prince George’s County and the District of Columbia. The Takoma Park Recreation Department offers a variety of recreational classes, workshops, sports leagues, events, and activities for youth, teens, adults, and seniors regardless of ability. The Recreation Department’s mission is to strengthen our community by providing services and facilities to residents that emphasize a healthy lifestyle, physical well-being, personal development, citizen involvement, integration of differing cultural and economic communities, and fun.

## **SECTION II – PROGRAM SPECIFICATIONS AND FUNDING.**

### **A. ELIGIBILITY REQUIREMENTS.**

1. The tutoring programs must be offered by a public or private non-profit organization.
2. All programs and/or activities must take place in the City of Takoma Park.
3. Special consideration will be given to: (a) organizations that have prior experience providing tutorial programs; and (b) organizations that will incorporate service learning opportunities for City’s youth as part of the proposed tutoring programs.

### **B. ELIGIBLE TUTORING & EDUCATIONAL PROGRAMS**

1. Program starting and ending dates must occur between November 1, 2022-June 30, 2023.
2. Funds may be awarded for administrative costs, equipment costs, instructors, and staff. Facility rental costs for special programs may be allowed.
3. All promotional and/or printed material for the programs funded through this grant

program must follow the Recreation Departments guidelines and be approved in advance. Copies of printed and promotional materials will be required to be submitted as part of the final program evaluation.

4. A written evaluation of each event/program and a final budget must be provided within 30 days from the end of each event/program.

5. Approved grant funds must be spent as outlined in the Program Budget or an approved revision to the Program Budget.

6. All programs should be open to either/or middle school students or high school students. Note: this requirement does not prevent targeting program to a specific age or population group, such as teenage boys or high school girls.

7. The City will designate a liaison to oversee the grant contract, including reviewing reports and evaluations, monitoring the budget, and coordinating special requests.

8. Programs should be held at the Takoma Park Recreation Center (7315 New Hampshire Ave.) unless otherwise agreed upon and coordinated by both parties. Library and Community Center construction may impact our ability to offer programs at the 7500 Maple Ave location.

### **C. FUNDING.**

This project is funded with federal funds through the American Rescue Act (ARPA)/State and Local Fiscal Recovery Funds (SLFRF). The City of Takoma Park, MD is the recipient of these funds. Recipient agrees to meet all compliance requirements for use of SLFRF funds and all reporting requirements for expenditures of SLFRF funds. Grant funds for **Fiscal Year 2023 (FY23)** of up to **\$25,000** for qualified non-profit organizations for tutoring programs in a variety of subjects for youth and teens in the City of Takoma Park. If an organization is planning to apply for funds to conduct more than one activity program, please separately itemize the expenses per activity or program. **The award period for this grant program contract is for the remaining FY23 year (November 2022, through June 30, 2023).**

### **SECTION III – PROPOSAL SUBMITTAL INSTRUCTIONS.**

#### **A. PROPOSAL DUE DATE.**

The deadline for submissions is 12 p.m. on **September 30, 2022**. Requests for extensions of the date and time will not be granted and no late proposal or late request for modifications will be considered.

## **B. METHOD OF SUBMISSION.**

Proposals must be emailed to Vincent Cain, Recreation Supervisor, City of Takoma Park, at [vincentc@takomaparkmd.gov](mailto:vincentc@takomaparkmd.gov). The email subject line should read "Proposal for Tutorial Programs, RFP # **RD-2022-08-31**"

The proposal document should be a single PDF attachment. (A confirmation email will be sent within 24 hours of the receipt of a proposal email.) If no confirmation is received within that timeframe or before the deadline date and time, please contact **Vincent Cain at 301-891-7286** to confirm that the proposal was received.

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

1. Cover Letter: A transmittal letter from a principal of the non-profit organization offering the proposal and certifying that the proposal and funds will remain in effect for ninety (90) days after the proposal due date. The letter should include the RFP 4 name and number, and provide the name and address of the individual or organization, and contact information for the individual or organization (telephone number and email). The attached Qualification and Certification Statement must be completed and included with the proposal.

2. Programs and Services to be Provided: The Respondent non-profit organization shall submit a narrative description of the proposed athletic, cultural, artistic, and/or community play activities and programs to be offered to residents of the City. The goals and objectives of the proposed athletic, cultural, artistic, and/or community play activities and programs should be identified, including a timeline and project schedule. Describe the target population for the athletic, cultural, artistic, and/or community play and other recreation activities and programs and the approximate number of individuals who will be served by the proposed activities and program(s). Describe how programs will be evaluated and how it will be determined if the program goals and objectives have been met. **Please complete and submit a Program Proposal form attached as Exhibit 1 for each tutoring program included in the RFP response.**

3. Funding and Program Budget: Funding of up to \$25,000.00 for the remaining **FY23** contract term is available for the various tutoring programs. Tutoring services should be general core topics for youth and teens. A Program Budget must be submitted, including:

a. A lump sum total cost proposal for completing the programs described in Respondent's proposal in response to this RFP. Costs should clearly reflect the amount of time and number of personnel needed to accomplish all tasks.

b. If any part of the proposed grant funds payment is based on hourly rates, then an estimate of the hours and hourly rates that will be required by the Respondent to complete the activities and programs described in Respondent's proposal in response to this RFP.

c. Identify any costs for any extra services or additional work hours that are identified in Respondent's proposal for general tutoring programs as described in this RFP.

d. Submit resumes or qualifications summary for all personnel who will provide said services to the City under Respondent's proposal as described in this RFP.

4. Organization Experience: Provide a brief description of the non-profit organization, including the types of services or programs provided. Describe the organization's background and prior recreation program experience, including specifically tutoring, educational, athletic, cultural, and/or artistic, and any experience providing recreational activities and programs in the City.

5. References: Provide at least three references of clients for whom services were provided. 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).

**D. APPENDIX.** Appendices, which are important to the explanation of Respondent's program to provide youth and teen tutoring services to City residents may be included; however, they should be concise and limited to a maximum of 10 pages.

**E. REQUIRED CERTIFICATIONS AND ATTACHMENTS TO PROPOSAL.**

a. Living Wage requirement Certification (or basis for exemption)

b. Certification of Non-Involvement in Nuclear Weapons Industry

c. Qualification and Certification Statement

d. **COVID Vaccination Attestation (or basis for exemption)**

e. References

f. Exhibit 1 – Program Proposal

**F. GENERAL.**

1. Confidentiality: 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.

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

3. Rejection of Proposals: The City reserves the right, in its sole discretion, to reject any and all proposals, in part or as a whole, to waive technical defects, to select the proposal(s) deemed most advantageous to the City, and to elect not to proceed with the process set forth in this RFP.

4. Duration of Prices: The price proposal submitted is irrevocable for a period of 90 days from the proposal due date.

5. Acceptance of Terms and Conditions: By submitting a proposal, a Respondent accepts the terms and conditions set forth in this RFP. 6. 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), as amended.

#### **SECTION IV - EVALUATION CRITERIA AND SELECTION PROCESS.**

A grant contract award will be made on the basis of a recommendation made by an evaluation panel composed of City staff and authorized by formal action of the Takoma Park City Council. The evaluation panel may request interviews and conduct negotiations with any or all respondents to this RFP before making a recommendation. Proposals will be evaluated on the following criteria:

1. Program Design (80 points) including:

a. Project understanding, approach, and methodology used in performing the scope of services of the project described in this RFP.

b. Knowledge and experience in implementing inclusive youth and teen general tutoring services.

c. Project provides innovative recreation and leisure programs and activities.

d. Need for and impact of proposed programs and activities.

e. Recreation programs have specific, measurable, and achievable objectives and performance measures.

f. Offers a variety of topic areas for participants (English, Math, Science, Reading & Comprehension, etc.).

2. Experience and Qualifications (10 points).

a. Respondent has demonstrated history and experience with general tutoring services.

b. Past projects completed on time and on budget.

c. References.

d. Qualifications and experience of key personnel to be assigned to this project.

3. Cost (10 points).

- a. Higher priority will be given to cost effective programs.
- b. Reasonableness of costs in relation to project and program plans.
- c. Price proposal within City's grant funding limits

**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."

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

The proposal due date is **September 30, 2022, by 12 p.m.** 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. 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.

#### 4. Payment

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

#### 5. 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

#### 6. 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.

#### 7. 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

#### 8. Changes in RFP 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.

#### 9. 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.

#### 10. 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 mandatory living wage rate, payable by a contractor to employees under the City's living wage law, is **\$15.65 per hour for July 1, 2022, through June 30, 2023**. 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. The City's living wage law (Takoma Park Code section 7.08.150 et. seq.) and notice of adjustments to the living wage rate can be found on the City's website ([www.takomaparkmd.gov](http://www.takomaparkmd.gov) under services/bids-contracts).

#### 11. 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.

#### 12. 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

### 13. 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.

	<b>INSURANCE REQUIREMENTS</b>		
	<b>Contract Dollar Values</b>		
	Up to \$50,000	Up to \$100,000	Up to \$1,000,000
Workers Compensation (for contractors with employees)			
Bodily Injury by			
Accident (each)	\$100,000	\$100,000	\$100,000
Disease (policy limits)	\$500,000	\$500,000	\$500,000
Disease (each employee)	\$100,000	\$100,000	\$100,000
Commercial General Liability (minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors and products liability)	\$300,000	\$500,000	\$1,000,000
Minimum Automobile Liability (including owned, hired and non- owned automobiles)			
Bodily Injury			
each person	\$100,000	\$250,000	\$500,000
each occurrence	\$300,000	\$500,000	\$1,000,000
Property Damage - each occurrence	\$300,000	\$300,000	\$300,000
Professional Liability (for professional services contracts only) (for errors, omissions, and negligent acts, per claim and aggregate, with 1-year discovery and \$25,000 maximum deductible)	\$250,000	\$500,000	\$1,000,000

#### 14. 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.

15. Attachments

- a. Certification of Non-Involvement in Nuclear Weapons Industry
- b. Living Wage Requirements Certification
- c. Qualification and Certification Statement
- d. References
- e. Exhibit 1 – Program Proposal

**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 \_\_\_\_\_, 202\_\_.

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

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

Signature

\_\_\_\_\_

Print Name & Title

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

Subscribed and sworn to before me this day of \_\_\_\_\_, 202\_\_. My

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

\_\_\_\_\_

Notary Public

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

**For July 1, 2022, through June 30, 2023, the Living Wage Rate is \$15.65 per hour.**

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

**CITY OF TAKOMA PARK**

**REFERENCES**

Respondent shall furnish a representative list of at least three (3) references of recreational programs, classes, services, or activities that Respondent has organized, planned, developed, and/or operated for persons with disabilities. 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 Respondent to furnish the services and the Respondent 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 Respondent is properly qualified to carry out the obligations of the contract and deliver the services herein.

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

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

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

E-Mail: \_\_\_\_\_ Contract Value/Completion Date: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_ Contract Value/Completion Date: \_\_\_\_\_

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

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

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

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

E-Mail: \_\_\_\_\_ Contract Value/Completion Date: \_\_\_\_\_

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

**EXHIBIT 1**

PROGRAM PROPOSAL (Please submit one per class, activity or program title)

Legal Name of Respondent: \_\_\_\_\_ Activity

or Program Title: \_\_\_\_\_

Activity or Program Description (please describe as if for publication): \_\_\_\_\_

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Activity or Program Facilities and/or Equipment Needed: \_\_\_\_\_

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Targeted Population for Activity or Program (i.e., age, grade, disability): \_\_\_\_\_

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Day and Time Preferences and Length of Activity or Program (for example, 1½ hour class, 2x week for 8 weeks summer session): \_\_\_\_\_

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Proposed Fee Structure for the Activity or Program, if any (i.e., amount of class or program registration fee, how fees will be charged and paid, and any supplemental costs): \_\_\_\_\_

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Activity or Program Materials Needed (specify whether the materials will be purchased by participant from instructor or from a merchant and the approximate cost or included in the activity or program fee). \_\_\_\_\_

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Please provide any further information regarding this activity or program: \_\_\_\_\_