



**City of Takoma Park, Maryland
Request for Bids
RFB HCD# 2017-08-08**

Learning Management System for Landlord Certification Program

The City of Takoma Park seeks an enterprise-level Learning Management System to support its instructional and ongoing technical assistance mission for landlords who own and manage rental property in the City through the Landlord Certification Program.

Request for Bids documents are available online at <http://www.takomaparkmd.gov>

ISSUANCE DATE: Tuesday, August 8, 2017

PUBLICATION DATE: Tuesday, August 8, 2017

SUBMISSION DEADLINE: Wednesday, August 30, 2017 – 12:00 NOON

INQUIRIES: Ashley Johnson-Hare, Community Development Manager
301. 891.7222, ashleyjh@takomaparkmd.gov
City of Takoma Park
Housing and Community Development Department
7500 Maple Avenue, 3rd Floor
Takoma Park, Maryland 20912

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PURPOSE AND BACKGROUND

The City of Takoma Park (the City) is seeking a qualified and experienced company to provide a web-based learning management system (LMS). The LMS will be utilized to certify owners and management agents of rental property in the City as a part of the Landlord Certification Program. The LMS will replace the City's existing Landlord Certification in-person training and provide a means for online testing.

Takoma Park Municipal Code, Chapter 6.08.040(B) I, requires the certification of all owners of rental housing properties – or their registered property management agents—to be certified by the City prior to the issuance of a rental housing license. Currently, certification may be obtained in two ways: 1) by attending one of the quarterly 90-minute seminars conducted by the City of Takoma Park's Housing and Community Development Department or 2) by successfully completing a written exam. The certification process is designed to provide landlords and their agents with a working knowledge of the laws governing the management, operations, maintenance, and sale of rental housing in Takoma Park.

A Landlord Certification is valid for a period of three (3) years and must be renewed before a rental housing license may be issued. There are approximately 635 rental licensed rental properties within the City. There are about 4,500 units of housing.

SCOPE OF SERVICES & DELIVERABLES

The desired Learning Management System should include the following features. Bids should indicate the level of inclusion and implementation of the following items:

- A. Communication
 - Manual and scheduled announcements
 - Customizable notifications in suite and via email

- B. Content Management
 - Ability to search content
 - Ability to associate outcomes with assignments
 - Ability for administrators to assign courses to users
 - Ability to poll and survey users
 - Ability to link to calendar with course due dates

- C. Course Building and Administration
 - Exam security tools
 - A/V recording capability

- D. Examinations and Gradebook
 - Exam statistics
 - Consistent grading processes

- Random order capacity
- Attendance tracking

E. Blended Learning

- Ability for administrators to create and manage user groups

F. ADA Requirements

- Compliance with the following legislation and regulations:
 - Title II of the Americans with Disabilities Act and its amendments
 - Section 504 of the Rehabilitation Act of 1973
 - Compliance with Section 508 of the Rehabilitation Act
- Integration of or ability to integrate closed captioning for video and audio.

Software should be web-based, requiring no software installation.

Users will participate in the presentation of several online training modules presented as a slideshows, video clips, pictures, or other similar media.

Users will be tested on the knowledge presented. If a passing score is not obtained, users must repeat module and answer different questions until receiving a passing score.

Upon completion of all modules, users will receive a Landlord Certification certificate in PDF or Word format. The City will also be notified and receive a copy of the certificate.

The City will have the ability to design and update training modules as needed, including the end of module testing. The City will also have the ability to monitor training to see who attempted the Landlord Certification course, when they took the course, and if they were able to successfully complete the training.

BID REQUIREMENTS

Bid submissions must include the following information to be considered.

1. Bidder Contact Information (Form A)
2. Production information including
 - Intended Users and Target Market
 - Listing of Product Features with description of their functionality as it relates to the specific tasks identified in the scope of work
 - Content Creation and Customization Options
 - Customer Service and Support
 - Technology requirements
3. Available Plans and Pricing Information

4. Reference List
5. Certification of Non-Involvement in the Nuclear Weapons Industry (Form B)
6. Living Wage Requirements Certification (Form C)
7. Metropolitan Council of Governments Rider Clause (Form D)

The City reserves the right to disregard any incomplete bid responses.

DEADLINE FOR SUBMISSION OF BIDS

Deadline for the submission of bids is 12:00 p.m. on Wednesday, August 30, 2017.

Bids must be submitted electronically to housing@takomaparkmd.gov. The email subject line shall read "RFB #HCD 2017-08-08" with the bid attached as a PDF.

A confirmation email will be sent within 24 hours of the receipt of the email. If no confirmation is received within that time frame or before the deadline date and time, please contact Ashley Johnson-Hare at 301-891-7222 or by email at ashleyjh@takomaparkmd.gov to confirm that the bid was received. All submittals received after the closing date and time will be returned unopened.

All bids become the property of the City and will be a matter of public record. Submitted bids must remain valid for a period of 90 calendar days after the Bid Due Date.

EVALUATION AND SELECTION PROCESS

The following criteria will be used to evaluation bid submissions:

- A. Extent to which product features respond to the scope of services
- B. Ease of implementation
- C. Cost of services

While cost is a factor in evaluating the bids it is not the sole deciding factor.

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

CITY OF TAKOMA PARK, MARYLAND
GENERAL CONDITIONS OF CONTRACT

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the City is true and correct and can be relied upon by the City in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the City to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The City may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the City access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. CHANGES

Within the general scope of the contract work, the City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. In such cases, the contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. The contractor shall not proceed with these changes (either additions or deletions) without a Change Order or Contract Amendment being signed by both the City and the contractor and the Order or Amendment stating, as applicable, the change in the work and an estimate of the time and/or cost involved in the change. Any claim of the contractor for an adjustment in time or money due to change must be made in writing within 30 days from the date the City notified the contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" articles of these General Conditions. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

3. CONTRACT ADMINISTRATION

A. The contract administrator is the City's representative for purposes of the contract and is authorized to:

- (1) serve as liaison between the City and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
- (7) approve or reject invoices for payment;
- (8) recommend contract modifications or terminations; and
- (9) issue notices to proceed and task and purchase orders.

B. The contract administrator is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the City's contractual rights.

4. DISPUTES

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

B. A decision by the City Manager or his or her designee under the disputes procedure set forth in these General Conditions shall be a condition precedent to suit being filed by any party. For purposes of any litigation involving this Contract, exclusive venue and jurisdiction shall be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County. Both parties waive trial by jury in any action on all matters arising out of this Contract.

5. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data used in the performance of, or developed as a result of, this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract.

6. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

8. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the City's Request for Proposals or other written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the City's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the City and to the City's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the City of the goods, services, or construction.

D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, City and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are

used, rebuilt, or demonstrator models are unacceptable, unless specifically requested or approved by the City in the contract documents or specifications.

9. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

10. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) arising out of, incident to, or caused by reason of the contractor's negligence, malfeasance or failure to perform any contractual obligations. The contractor must indemnify and hold the City harmless from any loss, cost, damage, and other expenses, including attorney's fees and litigation expenses, arising out of, incident to, or caused by the contractor's negligence, malfeasance or failure to perform any of its contractual obligations. If requested by the City, the contractor must defend the City in any action or suit brought against the City arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence or malfeasance of any agent, subcontractor or employee of the contractor is deemed to be the negligence or malfeasance of the contractor. For the purposes of this paragraph, City includes its commissions, departments, agencies, agents, officials, and employees.

11. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the City.

12. INSPECTIONS

The City has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

13. INSURANCE

Prior to contract execution by the City, the contractor must obtain at its own cost and expense the insurance specified below or in an attachment to the contract or these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland. Contractor must keep this insurance in full force and effect during the term of this contract, including all modifications, renewals, and extensions of this contract. Unless expressly provided otherwise, the below Insurance Requirements apply to the contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the City, the contractor must provide a copy of any and all insurance policies to the City. The contractor's insurance must be primary. The City of Takoma Park, Maryland, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the City of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The City Manager, or his or her designee, may waive the requirements of this section, in whole or in part.

Subcontractors. If contractor uses subcontractors or affiliates with another entity to perform any part of the contract work, then contractor shall include all subcontractors or affiliated entities as insured under its policies or shall furnish separate Certificates of Insurance for each subcontractor or affiliate entity. All coverages for subcontractors or affiliate entities shall be subject to all of the requirements stated herein.

INSURANCE REQUIREMENTS

Contract Dollar Values

	<u>Up to \$50,000</u>	<u>Up to \$100,000</u>	<u>Up to \$1,000,000</u>
Workers Compensation (for contractors with employees)			
Bodily Injury by Accident (each)	\$100,000	\$100,000	\$100,000
Disease (policy limits)	\$500,000	\$500,000	\$500,000
Disease (each employee)	\$100,000	\$100,000	\$100,000
Commercial General Liability (minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors and products liability)	\$300,000	\$500,000	\$1,000,000
Minimum Automobile Liability (including owned, hired and non- owned automobiles)			
Bodily Injury each person	\$100,000	\$250,000	\$500,000
each occurrence	\$300,000	\$500,000	\$1,000,000
Property Damage - each occurrence	\$300,000	\$300,000	\$300,000
Professional Liability (for professional services contracts only) (for errors, omissions, and negligent acts, per claim and aggregate, with 1-year discovery and \$25,000 maximum deductible)	\$250,000	\$500,000	\$1,000,000
<u>Certificate Holder</u> City of Takoma Park (Contract # _____) 7500 Maple Avenue, Takoma Park, MD 20912			

14. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the City in any approval, authorization, or license related to its use; and indemnify and hold harmless the City related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the City from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the City, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

15. NON-CONVICTION OF BRIBERY; WARRANTIES

Contractor warrants and represents to its best knowledge: that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services and work product awarded, and to be performed under this contract; that any proposal upon which this contract was based was made without any connection with or common interest in the profits with any undisclosed persons or entity; that this contract is fair and made without

collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that none of its officers, directors, or partners or employees directly involved in obtaining contracts or performing any part of the contract work has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

16. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with all applicable City, county, state, and federal laws and regulations regarding employment discrimination. The contractor assures the City that it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, disability, sexual orientation, and gender identity.

17. PAYMENTS

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

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. The contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the City that authorizes the contractor to perform work for the next contract term.

18. TERMINATION FOR DEFAULT

A. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the City may terminate the contract, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason or reasons for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in an invoice or other verification required to obtain payment under the contract or other dishonesty on a material matter relating to the performance of services under this contract.

2. Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this contract, failure to satisfactorily perform any part of the contract work or to comply with any provision of this contract, as determined by the City's contract administrator in his or her sole discretion, including:

- a) Failing to commence work when notified.
- b) Abandoning the work. Visual inspection by the City's contract administrator will serve as evidence of abandonment.
- c) Subcontracting any part of work without the City's prior approval.
- d) Receiving two written warnings of unsatisfactory or incomplete work or any other violation of the terms of the contract.
- e) Failing to adhere to the required specifications for the contract work.

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

4. Contractor being adjudged bankrupt or making a general assignment for the benefit of creditor or if a receiver shall be appointed on account of contractor's insolvency.

5. Failure to adhere to the terms of applicable city, county, state, and federal laws, ordinances, regulations, or stated public policy pertaining to the subject matter and performance of the contract, including but not limited to the following: the payment of all applicable taxes and withholding, compliance with equal opportunity employment and labor laws, and/or failure to obtain and/or comply with the terms and conditions of any required permits.

B. In the event of a default, the City shall provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the City's written notice. However, if the City determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the City may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the City for additional costs that foreseeably would be incurred by the City, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

19. TERMINATION FOR CONVENIENCE

This contract may be terminated by the City, in whole or in part, upon written notice to the contractor, when the City determines this to be in its best interest. The termination for convenience is effective on the date specified in the City's written notice or, if the notice does not specify an effective date, then five (5) days after notice of termination is given by the City. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

20. TIME

Time is of the essence.

21. WORK UNDER THE CONTRACT

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

THESE GENERAL CONDITIONS OF CONTRACT MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE TAKOMA PARK CITY ATTORNEY OFFICE.

[Version 5.3.16.]

**City of Takoma Park
RFB HCD# 2017-08-08**

Learning Management System for Landlord Certification Program

BIDDER CONTACT INFORMATION

Company Name: _____

Mailing Address: _____

Web Site: _____

Federal Tax ID#: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax Number: _____

E-mail Address: _____

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has signed this Certification this ____ day of _____, 20____.

Contractor Name: _____
By: _____(SEAL)
Signature

Print Name & Title

State of _____, County of _____:

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My commission expires:_____

LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.200.B)

Business Name: _____
 Address: _____
 City, State, Zip Code: _____
 Phone Number: _____ Fax Number: _____
 E-Mail: _____

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City’s living wage requirements, unless exempt under Section 7.08.190 (see item B below):

Contact Name: _____
 Title: _____
 Phone Number: _____ Fax Number: _____
 E-Mail: _____

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

A. Living Wage Requirements Compliance

_____ This Contractor as a “covered employer” will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code, Section 7.08.180 et. seq.*, amended by Ordinance No. 2013-26). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

B. Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because it is:

_____ The total value of the contract for services (based on the bid or proposal being submitted under this procurement solicitation) is less than \$20,000.00.

_____ A public entity.

_____ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501c(3) of the Internal Revenue Code.

_____ A contract procured through an emergency procurement, sole source procurement, or cooperative procurement.

_____ A contract for electricity, telephone, cable television, water, sewer or similar service delivered by a regulated public utility.

_____ A contract for the purchase or lease of goods, equipment or vehicles.

_____ A contractor who is prohibited from complying with the City's living wage requirements by the terms of an applicable federal or state program, contract, or grant requirement.
(Must specify the law and/or furnish a copy of the contract or grant.)

C. Living Wage Requirements Reduction.

_____ This Contractor provides health insurance to the employees who will provide services to the City under the City contract and it desires to reduce its hourly rate paid under the living wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. This Contractor certifies that the per employee hourly cost of the employer's share of the premium for that health insurance is \$_____.

(Must submit supporting documentation showing the employee labor category of all employee(s) who will perform measurable work under the City contract, the hourly wage the Contractor pays for that employee labor category, the name of the health insurance provider and plan name, and the employer's share of the monthly health insurance premium.)

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.200.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park, will comply with all applicable requirements of the City's living wage law.

Authorized corporate, partner,
member or proprietor signature: _____

Print name: _____

Title of authorized person: _____

Date: _____

Metropolitan Washington Council of Governments

Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS COMMITTEE.

- A. If authorized by the Bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contracts) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of our bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with-the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a- jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction
- F. The issuing jurisdiction shall not be held liable for any costs or damages, incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia
_____	_____	Alexandria Public Schools
_____	_____	Arlington County, Virginia
_____	_____	Arlington County Public Schools
_____	_____	Bowie, Maryland
_____	_____	College Park, Maryland
_____	_____	Culpepper County, Virginia
_____	_____	District of Columbia
_____	_____	District of Columbia Public Schools
_____	_____	District of Columbia Water & Sewer Authority

____ ____ Fairfax, Virginia
____ ____ Fairfax County, Virginia
____ ____ Fairfax County Water Authority
____ ____ Falls Church, Virginia
____ ____ Fauquier County Schools & Government, Virginia
____ ____ Frederick County, Maryland
____ ____ Frederick County Public Schools
____ ____ Gaithersburg, Maryland
____ ____ Greenbelt, Maryland
____ ____ Herndon, Virginia
____ ____ Loudoun County, Virginia
____ ____ Manassas, Virginia
____ ____ Maryland-National Capital Park & Planning Commission
____ ____ Metropolitan Washington Airports Authority
____ ____ Metropolitan Washington Council of Governments
____ ____ Montgomery College
____ ____ Montgomery County, Maryland
____ ____ Montgomery County Public Schools
____ ____ Prince George's County, Maryland
____ ____ Prince George's County Public Schools
____ ____ Prince William County, Virginia
____ ____ Prince William County Public Schools
____ ____ Prince William County Service Authority
____ ____ Rockville, Maryland
____ ____ Stafford County, Virginia
____ ____ Takoma Park, Maryland
____ ____ Vienna, Virginia
____ ____ Washington Metropolitan Area Transit Authority
____ ____ Washington Suburban Sanitary Commission