



**REQUEST FOR PROPOSALS**  
**CITY OF TAKOMA PARK WITH ASSISTANCE FROM**  
**THE MARYLAND CLEAN ENERGY CENTER**

**CONTRACT FOR SERVICES**  
**ROOFTOP SOLAR INSTALLATION**

RFP Issuance Date: Monday, May 5, 2025

Proposal Submission Deadline: 12:00 p.m., Friday, May 30, 2025

For inquiries, please contact:

Limunga Mingo, Procurement Program Manager  
Maryland Clean Energy Center  
5000 College Avenue, Suite 31010  
College Park, MD 20740

Phone: (301) 314-6087

Email: [limingo@mdcleanenergy.org](mailto:limingo@mdcleanenergy.org)



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## NOTICE TO POTENTIAL RESPONDENTS

- Proposals For:** Contract for Services for Rooftop Solar Installation
- Issuing Entity:** City of Takoma Park, with assistance from the Maryland Clean Energy Center
- Publication Date:** Request for Proposal documents will be available beginning Monday, May 5, 2025. Bid packages may be obtained from the Maryland Clean Energy Center (MCEC) website at <https://www.mdcleanenergy.org/programs/procurement-and-technical-assistance/>
- Deadline:** Proposals are due no later than 12:00 p.m. on Friday, May 30, 2025
- Scope of Work:** The City of Takoma Park Maryland (the "City") is seeking a qualified and experienced firm to install a 64.8 kW rooftop solar system at the city's new library as specified in the Public Facilities Solar Grant (the "Grant") from the Maryland Energy Administration ("MEA"), of which the City is a recipient.
- Pre-Proposal Conference:** A pre-submittal conference will be held virtually via Zoom on Tuesday, May 13, 2025 from 11:00 AM – 12:00 PM. To register, click on the following link: [Pre-Proposal Conference Registration](#). For assistance with registration, please send an email to [limingo@mdcleanenergy.org](mailto:limingo@mdcleanenergy.org)
- RFP Contact:** Limunga Mingo, Procurement Program Manager  
Maryland Clean Energy Center  
5000 College Avenue, Suite 31010  
College Park, MD 20740  
Email: [limingo@mdcleanenergy.org](mailto:limingo@mdcleanenergy.org)  
Phone: (301) 314-6087



## **PURPOSE AND SCOPE OF WORK**

### **Rooftop Solar Installation**

#### **Purpose**

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting proposals to meet the specified requirements for the installation of a 64kW solar system on top of the new Takoma Park library. The intent is for the City to own the system.

#### **Background**

The City is committed to the reduction of greenhouse gas and has purchased 100% green power for its municipal operations since 2004, including electricity for all municipal buildings, streetlights, and operations. Over the years, the city has installed 12 public electric vehicle charging stations, solar photovoltaics (PV) on all suitable municipal rooftops, and hosted solar co-ops, helping to increase both residential and commercial rooftop solar PV by over 40% in the last 5 years.

The current State of Maryland greenhouse gas (GHG) emissions reductions goals formalized via the Climate Solutions Now Act ("CSNA") require a 60% GHG reduction by 2031, and net-zero emissions by 2045. Transitioning to Solar Energy is a primary strategy for reducing carbon emissions. Maryland continues to experience growth in solar transition. This growth is supported by technological advancements, state and federal incentives, as well as public and private sector incentives.

The City is the recipient of a Public Facilities Solar Grant Program grant (the "Grant") from the Maryland Energy Administration ("MEA") for the design, development and procurement of a 64.8 kW-dc rooftop solar PV array, attached as Appendix 1 and incorporated herein. The city's long-term vision is that the investment in this solar project will both save money on electricity production cost and provide a positive cash flow over the life of the asset.

MCEC and the City are parties to a Memorandum of Understanding (MOU) under which MCEC provides technical and advisory support to assist the City with the development of clean energy projects. Pursuant to this MOU, a Task Order was executed through which MCEC agreed to support the City's Department of Public Works in the development and procurement of a solar photovoltaic generation project by recommending a vendor to complete the scope of services outlined in this RFP. As part of this effort, MCEC is providing technical expertise and guidance to help ensure that the selected bid aligns with the City's clean energy and sustainability goals.



## Scope of Services

Through this RFP, the City seeks to procure the services of a qualified vendor(s), herein after referred to as ("Contractor") with expertise in solar system development. Specifically, by October 27, 2025, the Contractor shall complete the installation and commissioning of a 64.8 kW solar rooftop panel as specified in the Grant.

## Required Services

The following shall be required of the Contractor to install a 64.8 kW rooftop solar at the City's new library:

- Source and procure all necessary equipment and components
- Install all electrical components and coordinate with utility provider for interconnection
- Perform testing and quality control
- Provide training for city personnel
- System design and engineering.

Contractor shall furnish all necessary labor, materials, and standard business equipment needed to complete the work. All work will require review and acceptance by the City. The selected site has been assessed for its solar rooftop potential, and details are provided in Appendix 1.

The Contractor will act to protect the City's interests, keeping any and all work specified herein under fiscal control, on schedule and providing total quality assurance management driving towards the desired outcomes.

The City seeks to own the project and associated assets, including but not limited to: RECs and/or other environmental attributes, tax credits and Federal, State or other grants and aid.

In order to receive the full 30% base elective pay commensurate with pre-IRA levels, the Contractor must submit a proposal that meets the state of Maryland's prevailing wage and apprenticeship requirements. The proposal must meet domestic requirements in compliance with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

Overall experience with similar projects and clients is paramount. Offerors should specifically demonstrate experience implementing large scale solar energy projects, with a focus on:

- Public sector experience
- Solar Project Design and Implementation
- Solar Energy Generation and Distribution, Including Storage
- Grid Interconnection



## Management and Qualifications

1. Describe your organizational structure.
2. Briefly discuss your firm's overall experience, including experience with public-and-private -sector clients. In particular, describe any services you have completed of similar nature to that requested herein.
3. Describe any technical knowledge or related expertise which may be of benefit to the City. Provide a project organization and management description that describes the unique capabilities of your firm and the individuals assigned as consultants related to the proposed Scope of Work.
4. Provide the names of personnel in the firm who will be assigned to the City's account and their experience in performing services similar to those requested in this RFP. Include resumes for all employees proposed to be involved on the City's account. Include a description of each employee's function in the company, title, office address, and number of years of service with the firm and other relevant past experience. Describe the availability of the lead person(s) for consultation with Program Administrators, including his or her ability to meet with Program Administrators. (Resumes may be included as an appendix.)
5. Describe your firm's experience and expertise working with public entities and local municipalities, particularly agencies, authorities, and instrumentalities of the State of Maryland.
6. Briefly describe the services you expect to provide to the City. Indicate whether your firm is prepared to render the services enumerated in this RFP using its own resources. Discuss the approach your firm would take to meet the requirements of this RFP, including: a specific time line of milestones for measurable outcomes; expectations for City staff, stakeholder engagement, and delivery of reports.
7. Discuss fully any conflicts of interest, actual or perceived, which might arise in connection with your firm's involvement with the City. If conflicts do or might exist, describe how your firm would resolve them.
  - 7.1 No employee or officer of the City, or his or her immediate family member, shall be permitted to any share or part of this contract or to any benefit that may arise from this contract.
8. Identify any litigation or administrative proceedings to which you are a party and which would either materially impair your ability to perform the services enumerated herein and for which this RFP was issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.



9. Identify the employees that have been the subject of any investigation or disciplinary action by any Maryland ethical or regulatory authority. Describe briefly how any matter was resolved or whether it remains unresolved.
10. Identify if your firm or any employee has ever been disbarred or suspended by any agency of the U.S. Government or the State of Maryland.
11. Indicate the address of the office through which the City's account will be primarily serviced, and any anticipated travel or other such costs.
12. Provide three client references. The list must include references related to projects: (i) On which the proposed principal consultant played a lead role; and (ii) For which the services provided were similar to the services expected to be provided under this RFP. The City reserves the right to contact any previous client whether or not provided as a reference.
13. Provide any other information that you believe would make your firm's representation of the City superior to other firms' representation, including descriptions of your firm's role in recommending innovative or unique ideas or concepts.

## **Cost**

This project is funded by the Public Facilities Solar Grant, attached as Appendix 1 for reference.

Offerors should:

1. Delineate all cost elements anticipated to be associated with this work. The rates will include all expenses. Fees will be applicable for the term of a future contract between the City and the winning Offeror(s), and all extensions of the contract(s).
2. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate you from other Offerors and make your firm's services more cost effective for the City.
3. Provide a detailed breakdown of the cost components and assumptions used in setting the fees in the proposal.



## **SUBMISSION REQUIREMENTS**

### **Rooftop Solar Installation**

In order to be eligible for consideration, responses must be received by no later than 12:00 PM Friday, May 30, 2025. Offerors must email responses to [imingo@mdcleanenergy.org](mailto:imingo@mdcleanenergy.org). Receipt of submission is considered complete upon Offeror's receipt of confirmation email from MCEC. Any response received after the submission deadline, no matter what the reason, will be deemed unacceptable. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.

Submission requirements are based on the City of Takoma Park's policies and procedures. Proposals should be submitted electronically as a PDF attachment and must include the following information to be considered complete:

1. Cover Letter. A transmittal letter from a principal officer of the firm offering the proposal and certifying that the proposal and fee schedule will remain in effect for ninety (90) days after the due date. The letter should include the RFP number, and provide the name and address of the firm, and contact information for the officer. The letter must be signed by an individual authorized to bind the Offeror to all statements, including services and prices, contained in the proposal. The transmittal letter should also indicate that, if selected, the Offeror will execute a contract with the City.
2. Cost Estimate and Fee Schedule – Estimated cost to complete the identified scope of services. Submission should reflect the amount of time, level of personnel and hourly rates of all individuals assigned to the contract. All non-labor costs and other expenses are to be included within the lump sum cost estimate.
3. Staff Qualifications - Resumes of key staff to be assigned to the project with information on their professional qualifications.
4. References. Provide a reference list of three recent projects (within the last five years) with similar scope of services.
5. Qualification and Certification Statement – Appendix 4
6. Certification of Non-Involvement in the Nuclear Weapons Industry – Appendix 5
7. Living Wage Requirements Certification – Appendix 6
8. Metropolitan Council of Governments Rider Clause – Appendix 7





Prior to the execution of the anticipated Contract for Services, the selected firm shall provide a Certificate of Insurance naming the City of Takoma Park, Maryland as additionally insured. Failure to provide such certification will result in the cancellation of any contract.



## **EVALUATION AND SELECTION PROCESS**

### **Rooftop Solar Installation**

A selection committee consisting of Maryland Clean Energy Center (MCEC) staff will review the Proposals to determine if they each meet the requirements of this RFP. Following this review, MCEC, to assist the City, may develop a short list of Offerors who will be eligible for further consideration and will be asked to interview with and/or make oral presentations to the selection committee. Following any presentations or, if the selection committee believes that it has sufficient information based upon its review of the Proposals without presentations, the selection committee will recommend an Offeror to the City for approval. MCEC's recommendation, and any final City approval, will be based upon the determination of the selection committee and the City, in their sole judgment, as to which Proposal would provide the City with the most advantageous and comprehensive combination of technical expertise, reputation, and price.

The award will be made on the basis of a recommendation made by MCEC. The panel will evaluate proposals in accordance with the requirements provided in this Request for Proposals.

The proposals will be evaluated based on the following criteria:

1. Responsiveness, project understanding, technical and managerial approach and methodology utilized in performing the scope of services for this project
2. Demonstration of a history of completing projects similar in size and scale on time and on budget
3. Qualifications and experience of key personnel assigned to this project
4. Client references
5. Value proposition
6. Proposed costs.

While cost is a factor in evaluation the proposals, it is not the sole deciding factor as the City is seeking to enter into a contract with the most capable organization at the best value.



## **QUESTIONS AND INQUIRIES**

### **Rooftop Solar Installation**

All questions and inquiries must be submitted via email to Limunga Mingo at the following email address: [limingo@mdcleanenergy.org](mailto:limingo@mdcleanenergy.org). Questions must be submitted in writing by email and received by 5:00 PM EST Friday, May 16, 2025. Oral questions will not be accepted. If a question or inquiry pertains to a specific section of the RFP, the page and section number(s) must be referenced.



## **GENERAL CONDITIONS**

### **Rooftop Solar Installation**

The General Conditions set out below apply to all formal solicitations for the City of Takoma Park, Maryland. Bidders 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.”

#### Receipt of Proposals

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

Properly marked proposals attached as a PDF, that are received prior to the specified time of the Opening will be kept unopened until the bid Opening date and time. No liability shall be attached to the City or appointed City representative for the premature opening of an improperly addressed or improperly identified bid.

#### Opening of Proposals

Bid opening will be held at 5:00 pm on Friday, May 30 in the offices of the City of Takoma Park’s Office of Public Works Department.

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

#### Award or Rejection of Proposals

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

The City reserves the right to personally interview bidders and to inspect the bidder’s place of business, inventory, vehicles, supplies and equipment, contact references and inspect past projects prior to making a bid award. The City also reserves the right, in its sole discretion, to reject the proposal of a bidder who has previously failed to satisfactorily perform or to timely complete a contract of a similar nature (whether for the City or for a different jurisdiction or entity) or a proposal of a bidder who, upon investigation, is not in position to perform the contract.



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

#### Changes in Specifications

The City may, during the proposal period, advise prospective respondents by bulletin or addenda of changes in information contained in the Request for Proposals. All such changes shall be deemed a part of the RFP, and shall become part of the information contained in the RFP as originally issued.

#### Subcontractors

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

#### Compliance with Specifications

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

#### Payment

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

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

#### Indemnification and Insurance

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



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

<u>Coverage</u>	<u>Amount or Limits</u>
Workers Compensation (for bidders with employees)	MD Statutory Limits
Commercial General Liability <i>(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)</i>	\$1,000,000
Minimum Automobile Liability <i>(Including owned, hired and non-owned automobiles.)</i>	
Bodily injury, each occurrence	\$300,000
Bodily injury, each person	\$100,000
Property damage, each occurrence	\$300,000
Professional Liability	\$1,000,000
<i>(For errors, omission, and negligent acts, per claim and Aggregate, with one-year discovery period and maximum deductible of \$25,000)</i>	

Bidder's Certification of Noninvolvement in the Nuclear Weapons Industry

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



### Living Wage Requirement

This Request for Proposals is subject to the City of Takoma Park's living wage requirement for service contracts. The "Living Wage Requirements Certification" attached as Appendix 7 must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the Living Wage Requirements Certification, then your proposal is unacceptable under City of Takoma Park law and will be rejected.

The current mandatory living wage rate, payable by a contractor and any subcontractor to employees under the City's living wage law, is \$17.60 per hour through June 30, 2025. 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 § et. seq. (Ordinance No. 2013-26) is available at the same website.

### Rejection of Proposals

The City has the right, in its sole and absolute discretion, to reject any and all proposals in the best interests of the City, to accept or reject any part of any proposal, to waive any technical or formal defect therein, and to elect not to proceed with the process set forth in this Request for Proposals.

### Conflict of Interest

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



## **APPENDICES**

### **Rooftop Solar Installation**

Appendix 1	Takoma Park Grant Application
Appendix 2	Bid/Proposal Affidavit
Appendix 3	Sample Form of Contract
Appendix 4	Qualification and Certification Statement
Appendix 5	Certification of Non-Involvement in the Nuclear Weapons Industry
Appendix 6	Living Wage Requirements Certification
Appendix 7	Metropolitan Council of Governments Rider Clause





**/ Project documentation**

# **Takoma Park Library Solar (Grant Application)**

MLEDTECH LLC  
6700 ALEXANDER BELL DR. SUITE 200  
COLUMBIA, MD 21046  
Tel.: 877 588 6935  
E-Mail: [fyang@mledtech.com](mailto:fyang@mledtech.com)  
Internet: [www.mledtech.com](http://www.mledtech.com)

**Project number:** ---  
**Location:** United States / Takoma Park  
**Date:** 2/27/2024

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MLEDTECH LLC • 6700 ALEXANDER BELL DR. SUITE 200 • COLUMBIA, MD 21046

Takoma Park City

MLEDTECH LLC  
6700 ALEXANDER BELL DR. SUITE 200  
COLUMBIA, MD 21046

Tel.: 877 588 6935  
E-Mail: [fyang@mledtech.com](mailto:fyang@mledtech.com)  
Internet: [www.mledtech.com](http://www.mledtech.com)

**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---

**Location:** United States / Takoma Park  
**Grid voltage:** 480V (277V / 480V)

### System overview

**162 x Talesun Solar Co. Ltd. TP7F54M-400 BISTAR Fullblack (03/2022) (Building 1: Area 1)**  
Azimuth angle: -37 °, Tilt angle: 10 °, Mounting type: Roof, Peak power: 64.80 kWp

 **2 x SMA STP 30-US-50**

### PV design data

Total number of PV modules:	<b>162</b>	Energy usability factor:	<b>99.9 %</b>
Peak power:	<b>64.80 kWp</b>	Performance ratio*:	<b>87.4 %</b>
Number of PV inverters:	<b>2</b>	Spec. energy yield*:	<b>1438 kWh/kWp</b>
Nominal AC power of the PV inverters:	<b>60.00 kW</b>	Line losses (in % of PV energy):	<b>---</b>
AC active power:	<b>60.00 kW</b>	Unbalanced load:	<b>0.00 VA</b>
Active power ratio:	<b>92.6 %</b>	CO <sub>2</sub> reduction after 25 years:	<b>772 t</b>
Annual energy yield*:	<b>93,156 kWh</b>		

\*Important: The yield values displayed are estimates. They are determined mathematically. SMA Solar Technology AG accepts no responsibility for the real yield value which can deviate from the yield values displayed here. Reasons for deviations are various external conditions, such as soiling of the PV modules or fluctuations in the efficiency of the PV modules.

# Your energy system at a glance

**/ Project:** Takoma Park Library Solar (Grant Application)



MLEDTECH LLC  
6700 ALEXANDER BELL DR. SUITE 200  
COLUMBIA, MD 21046  
Tel.: 877 588 6935  
E-Mail: fyang@mledtech.com  
Internet: www.mledtech.com

**Project number:** ---

**Location:** United States / Takoma Park

**Date:** 2/27/2024

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## / Energy system

### PV system

#### PV inverter

2 x SMA STP 30-US-50

#### PV arrays

162 x Talesun Solar Co. Ltd. TP7F54M-400 BISTAR Fullblack

### Additional components

#### Energy management

1 x SUNNY PORTAL powered by ennexOS

### System size

#### PV system

64.80 kWp

## / Benefits



**0.153 USD**

Electricity production cost  
over 25 year(s)



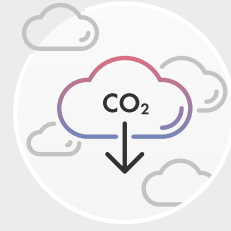
**8.2 a**

Expected amortization  
period



**12.80 %**

Annual return (IRR)



**772 t**

CO<sub>2</sub> reduction after 25  
years

**Feed-in tariff after 25 year(s): 0 USD**

# Inverter designs

**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---  
**Location:** United States / Takoma Park

**Ambient temperature:**  
 Annual extreme low temperature: 12 °F  
 Average high Temperature: 81 °F  
 Annual extreme high temperature: 100 °F

## / Subproject Subproject 1

### 2 x SMA STP 30-US-50 (PV system section 1)

Peak power:	64.80 kWp
Total number of PV modules:	162
Number of PV inverters:	2
Max. DC power (cos φ = 1):	30.61 kW
Max. AC active power (cos φ = 1):	30.00 kW
Grid voltage:	480V (277V / 480V)
Nominal power ratio:	94 %
Dimensioning factor:	108 %
Displacement power factor cos φ:	1
Full load hours:	1552.6 h



### PV design data

#### Input A: Building 1: Area 1

48 x Talesun Solar Co. Ltd. TP7F54M-400 BISTAR Fullblack (03/2022), Azimuth angle: -37 °, Tilt angle: 10 °, Mounting type: Roof

#### Input B: Building 1: Area 1

24 x Talesun Solar Co. Ltd. TP7F54M-400 BISTAR Fullblack (03/2022), Azimuth angle: -37 °, Tilt angle: 10 °, Mounting type: Roof

#### Input C: Building 1: Area 1

9 x Talesun Solar Co. Ltd. TP7F54M-400 BISTAR Fullblack (03/2022), Azimuth angle: -37 °, Tilt angle: 10 °, Mounting type: Roof

	Input A:	Input B:	Input C:
Number of strings:	2	1	1
PV modules:	24	24	9
Peak power (input):	19.20 kWp	9.60 kWp	3.60 kWp
Inverter min. DC voltage (Grid voltage 277 V):	150 V	150 V	150 V
PV typical voltage:	✓ 685 V	✓ 685 V	✓ 257 V
Min. PV voltage:	646 V	646 V	242 V
Max. DC voltage (PV module):	1000 V	1000 V	1000 V
Max. PV voltage (Voc @Tmin):	✓ 972 V	✓ 972 V	✓ 365 V
Inverter max. operating input current per MPPT:	24 A	24 A	24 A
Max. MPP current of PV array:	✓ 25.8 A	✓ 12.9 A	✓ 12.9 A
Inverter max. input short-circuit current per MPPT:	37.5 A	37.5 A	37.5 A
PV max. circuit current (Isc × 1,25)	✓ 34.5 A	✓ 17.2 A	✓ 17.2 A
<b>PV systems with an inverter generating capacity of 100 kW or greater</b>			
Max. PV voltage (NEC690.7(A)(3) <sup>1</sup> ):	✓ 968 V	✓ 968 V	✓ 363 V
PV max. circuit current (NEC 690.8(A)(1)(2) <sup>1</sup> )	✓ 28.2 A	✓ 14.1 A	✓ 14.1 A

**PV/Inverter compatible**

You get this inverter including SMA ShadeFix. SMA ShadeFix is a patented inverter software that automatically optimizes the yield of PV systems in any situation. Even under shading conditions.

# Cable sizing

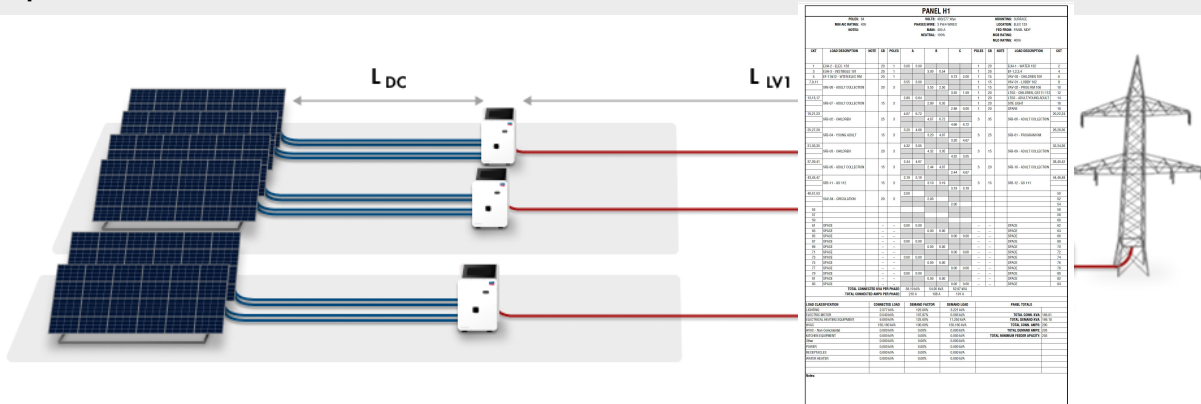
**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---

**Location:** United States / Takoma Park

## Overview

	✓ DC	✓ LV	✓ Total
Power loss at nominal operation	173.89 W	160.75 W	334.65 W
Rel. power loss at rated nominal operation	0.26 %	0.27 %	0.53 %
Total cable length	524.93 ft.	65.62 ft.	590.55 ft.
Cable cross-sections	#12 AWG	#8 AWG	#12 AWG #8 AWG

## Graphic



## Cables DC

	Cable material	Single length	Cross section	Voltage drop	Rel. power loss
Subproject 1					
2 x SMA STP 30-US-50 PV system section 1	A Copper	32.81 ft.	#12 AWG	1.5 V	0.22 %
	B Copper	32.81 ft.	#12 AWG	1.5 V	0.22 %
	C Copper	32.81 ft.	#12 AWG	1.5 V	0.58 %

## Cables LV1

	Cable material	Single length	Cross section	Cable resistance	Rel. power loss
Subproject 1					
2 x SMA STP 30-US-50 PV system section 1	Copper	32.81 ft.	#8 AWG	R: 6.852 mΩ XL: 0.750 mΩ	0.27 %



# Design energy management

**Project:** Takoma Park Library Solar (Grant Application)

**Location:** United States / Takoma Park

**Project number:** ---

## PV system

### Subproject 1



2 x SMA STP 30-US-50  
PV system section 1

## System Monitoring

### External



SUNNY PORTAL powered by  
ennexOS

Sunny Portal powered by ennexOS is the new online portal for professionally monitoring and managing PV systems on the basis of our ennexOS platform

## Information



### General



The maximum communication range for Bluetooth® Wireless Technology in free-field conditions and for Speedwire (SMA Ethernet) is 100 m.

# Information

**Project:** Takoma Park Library Solar (Grant Application)

**Location:** United States / Takoma Park

**Project number:** ---

✔ **Takoma Park Library Solar (Grant Application)**

✔ **Subproject 1**

✔ **2 x SMA STP 30-US-50 (PV system section 1)**

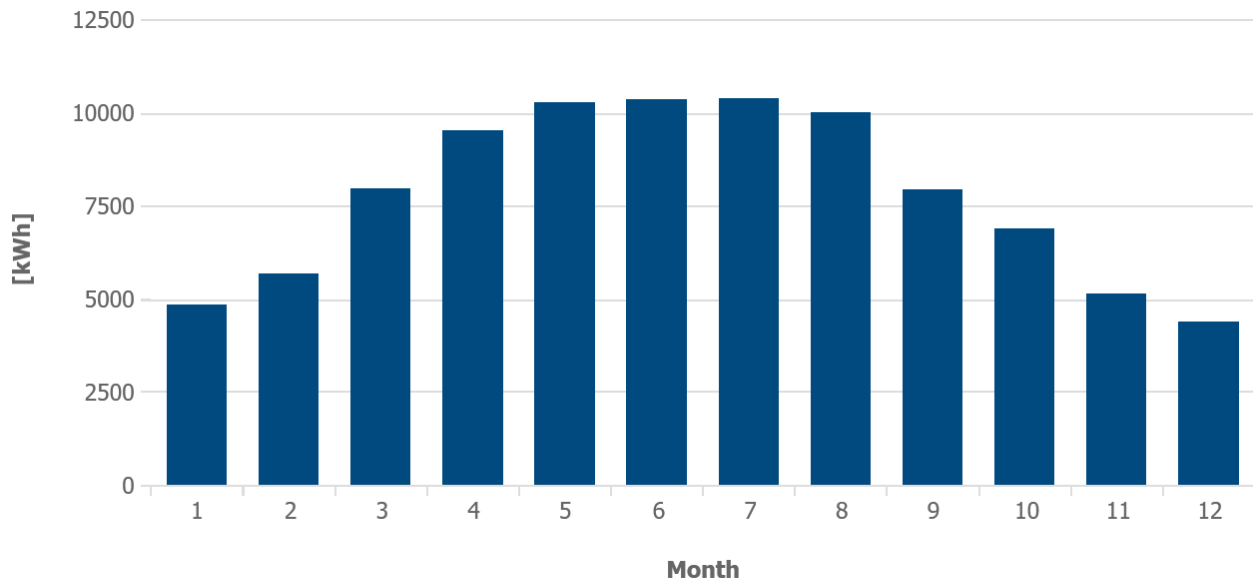
- i** You get this inverter including SMA ShadeFix. SMA ShadeFix is a patented inverter software that automatically optimizes the yield of PV systems in any situation. Even under shading conditions.

# Monthly values

**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---

**Location:** United States / Takoma Park

## / Energy yield



Month	Energy yield [kWh]	Performance ratio
1	4824 (5.2 %)	90 %
2	5669 (6.1 %)	90 %
3	7935 (8.5 %)	89 %
4	9491 (10.2 %)	88 %
5	10260 (11.0 %)	87 %
6	10321 (11.1 %)	86 %
7	10370 (11.1 %)	86 %
8	9996 (10.7 %)	86 %
9	7916 (8.5 %)	87 %
10	6861 (7.4 %)	87 %
11	5130 (5.5 %)	88 %
12	4385 (4.7 %)	89 %

# Profitability analysis

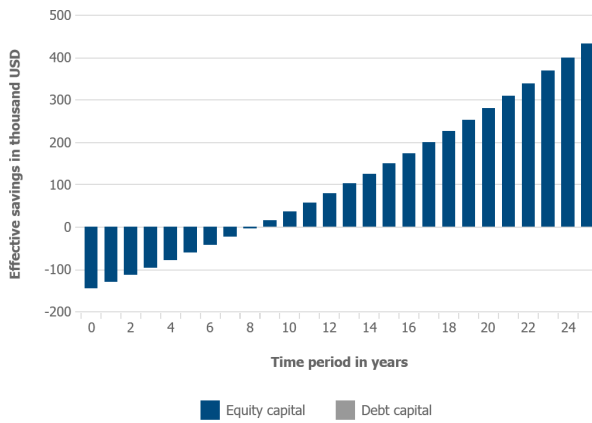
**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---

**Location:** United States / Takoma Park

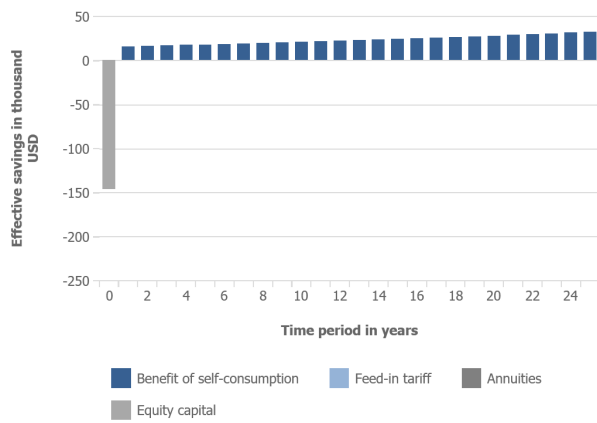
## / Details

Feed-in tariff after 25 year(s)	<b>0 USD</b>
Expected amortization period	<b>8.2 a</b>
Electricity production cost over 25 year(s)	<b>0.153 USD/kWh</b>
Annual return (IRR)	<b>12.80 %</b>
Total investment	<b>145,800.00 USD</b>

**Cumulative savings**



**Effective savings**



# Profitability analysis

**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---

**Location:** United States / Takoma Park

## / Financing

The currency is **USD**

The equity ratio is **100 %**

The debt ratio is **0 %**

The grant amount is **0.00 USD**

The inflation rate is **3.00 %**

The analysis period of profitability is **25 Years**

## / Electricity purchase costs and feed-in tariff

The electricity purchase price is **0.17000 USD/kWh**

The basic price is **0.00 USD/Month.**

Special tariffs are not taken into account

The annual rate of electricity price increase is **3.0 %**

The feed-in tariff is **0.10000 USD/kWh**

The duration of the feed-in tariff is **20 Years**

Deduction or feed-in tariff in case of self-consumption is **0.00000 USD/kWh**

The selling price on expiration of the remuneration period is **0.00000 USD/kWh.**

# Cost estimate (non binding)

**Project:** Takoma Park Library Solar (Grant Application)

**Location:** United States / Takoma Park

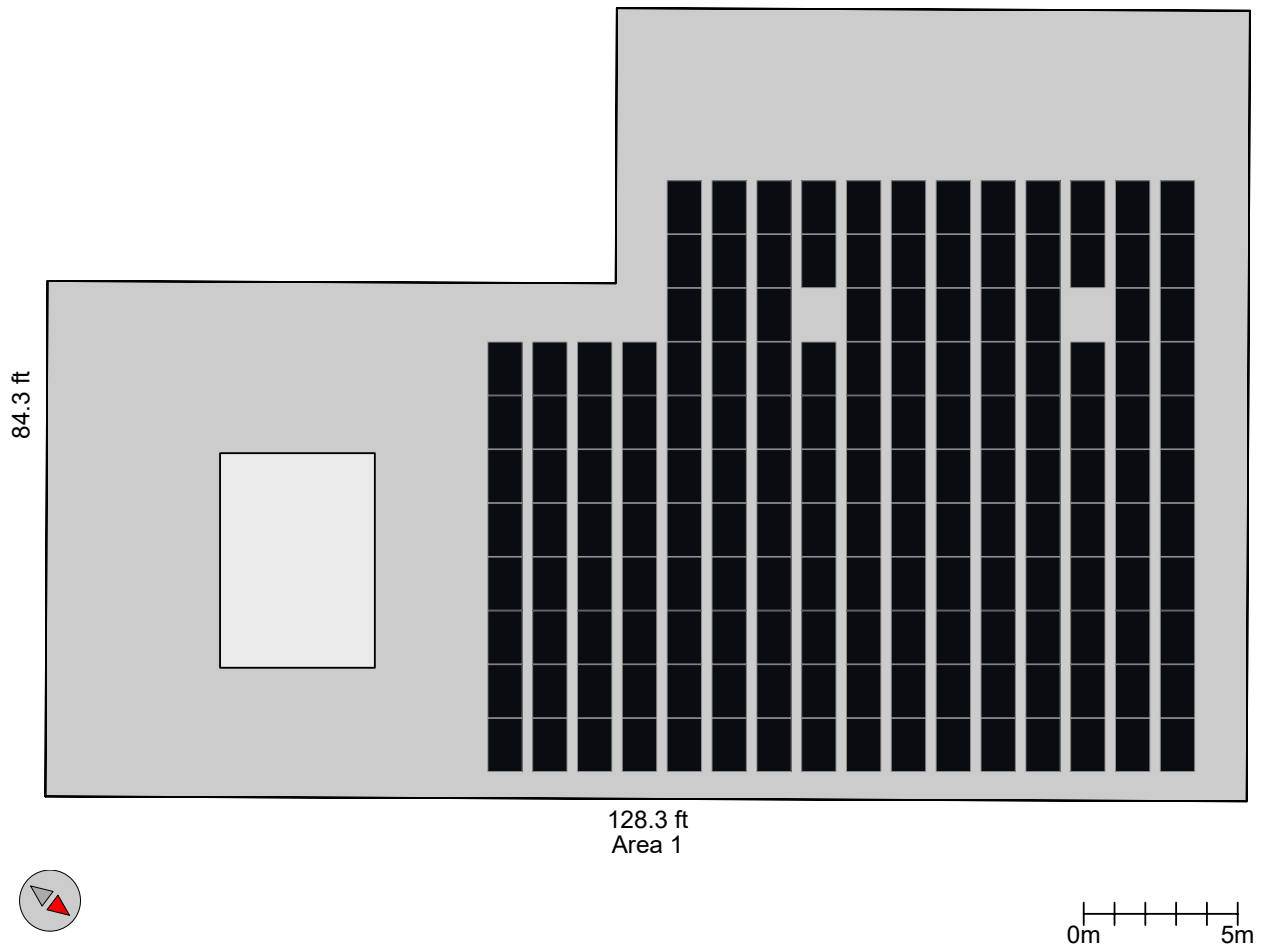
**Project number:** ---

<b>Project costs</b>		
PV system	2,250.00 USD/kWp x 64.80 kWp	145,800.00 USD
Other costs		---
<b>Total investment</b>		<b>145,800.00 USD</b>
<b>Fixed cost</b>		
Annual fixed costs (as percentage of capital expenditure)	0.00 % of investment costs	0.00 USD

# Roof plan - Subproject 1 - Building 1

**Project:** Takoma Park Library Solar (Grant Application)  
**Project number:** ---

**Location:** United States / Takoma Park



## APPENDIX 2: BID/PROPOSAL AFFIDAVIT

### BID/PROPOSAL AFFIDAVIT

#### A. AUTHORITY

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

#### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

#### B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal



submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

## B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

## C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;  
or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

#### I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person,

partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

#### K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

#### L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

#### N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

## APPENDIX 3: SAMPLE FORM OF CONTRACT

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

[CONTRACTOR]  
CITY OF TAKOMA PARK, MARYLAND

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

### RECITALS

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

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

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

### TERMS

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

#### SECTION 1. SCOPE OF SERVICES

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

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

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



## SECTION 2. PERIOD OF PERFORMANCE

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

2.2. By agreement of the Parties, this Agreement may be renewed or extended for up to \_\_\_\_\_ (\_\_\_\_) additional one-year terms following the expiration of the initial term of this Agreement. Continuation of Contractor's performance under this Agreement beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this Agreement. If funds are not appropriated and encumbered to support continued Contractor's performance in a subsequent fiscal period, Contractor's performance must end, without further cost to the City, upon the receipt of notice from the City. Contractor acknowledges that the City Manager has no obligation to recommend, and the City Council has no obligation to appropriate, funds for this Agreement in subsequent fiscal years. Furthermore, the City has no obligation to encumber funds to this Agreement in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, Contractor must not undertake any performance under this Agreement until Contractor receives a purchase order or contract amendment from the City that authorizes Contractor to perform work for any subsequent term of this Agreement. **[Only retain this clause if renewal or extension is permitted.]**

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

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

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

## SECTION 3. FEE FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

5.2. Any claim of Contractor for an adjustment in time or money due to change must be made in writing within thirty (30) days from the date the City notified Contractor of the change, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under Section 11 of this Agreement. Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this Section.

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

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

## SECTION 6. NOTICES

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

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

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

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

## SECTION 7. CONTRACT ADMINISTRATION

7.1. For Contractor. \_\_\_\_\_ is Contractor's Authorized Representative for this Agreement. Contractor's Authorized Representative shall act on behalf of Contractor on all matters pertaining to this Agreement. All matters and correspondence to Contractor pertaining to this Agreement shall be directed to the attention of Contractor's Authorized Representative. Contractor's Authorized Representative shall not be changed without prior written notice to and the agreement of the City.

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

contract, interpret ambiguities in the language of this Agreement, or waive any of the City's rights hereunder. The City's Contract Administrator is authorized to:

- 7.2.1. Serve as liaison between the City and Contractor;
- 7.2.2. Give direction to Contractor to ensure satisfactory and complete performance;
- 7.2.3. Monitor and inspect Contractor's performance to ensure acceptable timeliness and quality;
- 7.2.4. Serve as records custodian for this Agreement, including wage and prevailing wage requirements;
- 7.2.5. Accept or reject Contractor's performance;
- 7.2.6. Furnish timely written notice of Contractor's performance failures to the City Council, City Manager, and/or City Attorney, as appropriate;
- 7.2.7. Approve or reject invoices for payment;
- 7.2.8. Recommend modifications or terminations of this Agreement; and
- 7.2.9. Issue notices to proceed and task and purchase orders.

## **SECTION 8. TERMINATION**

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

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

- 8.2.1.** Any fraudulent representation in an invoice or other verification required to obtain payment under this Agreement or other dishonesty on a material matter relating to the performance of services under this Agreement; and
- 8.2.2.** Non-performance, incomplete service or performance, failure to make satisfactory progress in the prosecution of this Agreement, failure to satisfactorily perform any part of the work required under this Agreement or to comply with any provision of this Agreement, as determined by the City's Contract Administrator in his or her sole discretion, including:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.4.** This Agreement is subject to the living wage requirements under *The City of Takoma Park Code*, hereinafter referred to as the "Code," Sections 7.08.150–7.08.210. Contractor and any subcontractor retained or employed on Contractor's behalf agree to pay each employee assigned to perform services under this Agreement a living wage, subject to exemptions from coverage for particular contracts set forth in Code Section 7.08.160 and for particular employees as set forth in Code Section 7.08.180(F). The current living wage is Fifteen US Dollars and Forty Cents (\$15.40) per hour through June 30, 2022. The living wage rate is adjusted on July 1st of each year to reflect the most current Montgomery County living wage rate and said adjustments shall be applicable to this Agreement unless otherwise exempt. Contractor's Living Wage Requirements Certification is attached hereto and incorporated herein as part of this Agreement.

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

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

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

## **SECTION 10. INDEMNIFICATION**

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

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

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

## **SECTION 11. DISPUTES**

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

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

## **SECTION 12. INSURANCE**

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

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

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

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

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



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

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

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

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

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

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

## **SECTION 13. SET OFF**

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

## **SECTION 14. APPLICABLE LAW**

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

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

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

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

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

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

## **SECTION 16. MISCELLANEOUS**

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

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

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

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

**16.5.** This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written

or oral. Notwithstanding any provisions to the contrary in any contract terms or conditions unilaterally supplied by Contractor, the terms of this Agreement supersede Contractor's terms and conditions, in the event of any inconsistency.

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

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

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

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

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

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

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

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

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

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

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

Witness:

[Contractor]:

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

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

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

Witness:

City of Takoma Park:

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

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

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

Approved as to form and  
legal sufficiency:

\_\_\_\_\_ day of \_\_\_\_\_, 2024

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

**APPENDIX 4:**

**QUALIFICATION AND CERTIFICATION STATEMENT**

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

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

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

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

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

**AUTHORIZED REPRESENTATIVE**

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

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

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

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

**ORGANIZATIONAL STRUCTURE**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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\_\_\_\_\_ 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:

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\_\_\_\_\_ 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:

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\_\_\_\_\_ G.1. A limited liability company organized under the laws of \_\_\_\_\_  
(insert jurisdiction name).

\_\_\_\_\_ G.2. The foreign limited liability company is authorized and in good standing to do business in the State of Maryland.

\_\_\_\_\_ G.3. List the foreign limited liability company name and the names of all members:

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\_\_\_\_\_ H. Other (explain):

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**CERTIFICATION**

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

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

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

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

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

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

**APPENDIX 5:**

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



## APPENDIX 6:

### **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: \_\_\_\_\_

## APPENDIX 7:

### 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

