



REQUEST FOR PROPOSALS

RFP # RD-2026-7-20

CONTRACT FOR SERVICES

Vending Machine Services

RFP Issuance Date: July 20, 2026

Proposal Submission Deadline: 12:00 p.m., Friday, August 14, 2026

For technical information, please contact:
Christopher Parker
City of Takoma Park
7500 Maple Avenue, Takoma Park, MD 20912
Phone: 301-891-7290
E-mail: Christopherp@takomaparkmd.gov

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NOTICE TO POTENTIAL RESPONDENTS

**REQUEST FOR PROPOSALS
RFP # RD-2026-7-20**

**CONTRACT FOR SERVICES
VENDING MACHINE SERVICES**

Proposals For: Vending Machine Services for City of Takoma Park Facilities

Publication Date: July 20, 2026

Deadline: Proposals are due no later than 12:00 p.m. on Friday, August 14, 2026.

Scope of Work: The City of Takoma Park is accepting proposals from vending machine companies to provide Vending Machine Services for the City of Takoma Park and its facilities. We invite your organization to submit a detailed proposal to us by August 14, 2026 for consideration. A description of our organization, the services needed, and other pertinent information follows:

Contact: Christopher Parker, Recreation Manager,
Takoma Park Recreation Department
7500 Maple Avenue, Takoma Park, MD 20912
Phone 301-891-7290
Email: Christopherp@takomaparkmd.gov

Information: Questions regarding this solicitation shall be submitted by email to the City no later than the deadline identified in the RFP Timeline. Responses to substantive questions will be issued by written addendum and distributed to all known prospective proposers. The City reserves the right to reject any or all proposals, waive minor informalities or irregularities, request clarification of proposal information, and accept the proposal determined to be in the best interest of the City.

RFP Timeline

The following schedule represents the anticipated procurement timeline for this Request for Proposals (RFP). The City reserves the right to modify any dates or milestones as necessary to serve the best interests of the City. Any changes to the schedule will be communicated through a written addendum.

Milestone	Date
RFP Issued	Monday, July 20, 2026
Deadline for Questions	Friday, July 31, 2026
Responses to Questions Issued	Wednesday, August 5, 2026
Proposal Submission Deadline	Friday, August 14, 2026 – 12:00 p.m.
Proposal Evaluation Period	August 17–21, 2026
Interviews (if necessary)	August 24–26, 2026
Notice of Intent to Award	Friday, August 28, 2026
Contract Finalization / Execution	August 31 – September 4, 2026
Vendor Mobilization / Installation	September 8–18, 2026
Vending Services Begin	Monday, September 21, 2026

*The City of Takoma Park reserves the right to revise this schedule at its sole discretion. Any modifications to the procurement schedule will be issued through a formal addendum and made available to all known prospective proposers.

SCOPE OF SERVICES

The City of Takoma Park Recreation Department seeks to enter into a contract with a qualified Contractor to furnish, install, stock, maintain, service, and manage vending machines at designated City facilities. The Contractor shall provide high-quality vending services that meet applicable health, safety, and operational standards while ensuring reliable service for City staff and visitors. Contractor will install the following types of vending machines at the below addresses:

- o Snack (non-perishable)
- o Drink (Bottle or Can)
- o Combination (snack and drink) if space is limited

Facility	Address	Snack	Beverage	Combination
Takoma Park Community Center	7500 Maple Ave Takoma Park, MD 20912	✓	✓	
Takoma Park Recreation Center	7315 New Hampshire Ave Takoma Park, MD 20912			✓
Takoma Park Public Works	31 Oswego Ave Takoma Park, MD 20912	✓	✓	

Contractor Responsibilities

- Furnish, install, own, operate, and maintain all vending equipment.
- Provide fresh, high-quality food and beverage products.
- Keep machines clean, sanitary, and in good operating condition.
- Provide preventive maintenance and repairs at no additional cost to the City.
- Monitor machine temperatures and comply with the Maryland Retail Food Code.
- Restock products on a routine schedule sufficient to minimize outages.
- Maintain records of service calls, repairs, refunds, and maintenance activities.
- Respond to service requests within 24 hours during normal business hours.

Equipment Requirements

- ENERGY STAR® certified equipment when available or equivalent energy-efficient equipment.
- Equipment compatible with existing utilities and facility layouts.
- Cash acceptance plus credit/debit and mobile payment capability where available.
- Installation completed within the timeframe established by the executed contract.

Healthy Product Requirements

At least fifty percent (50%) of stocked food and beverage products shall consist of healthy choice options. Healthy products should generally meet recognized healthy vending

standards. The Contractor shall identify qualifying healthy products in its proposal. Example products are included in Exhibit A.

Annual Audit

Machines shall be subject to an annual audit by the City. The audit may include inspection of machine cleanliness, operating condition, stocking levels, product freshness, pricing, payment functionality, temperature compliance, and overall compliance with this contract. The Contractor shall correct any identified deficiencies within the timeframe established by the City.

Revenue Reporting

The Contractor shall retain seventy-five percent (75%) of gross vending revenue and the City shall receive twenty-five percent (25%). The City's share shall be remitted monthly within thirty (30) days after the close of each reporting period together with a detailed sales report by machine location. Payments shall be made via check or electronic funds transfer in accordance with City procedures. All checks shall be made payable to the City of Takoma Park.

One Hundred (100%) percent of the machines shall be capable of handling \$1.00 bills (validator/ bill acceptor). Contractor may change (with prior approval from the City) the type of machines in each location as long as the selection of product meets or exceeds existing offerings listed below. Inability to supply new machines as requested shall be considered breach of contract and grounds for termination.

The Contractor warrants and represents that the equipment, when delivered, shall meet or exceed all applicable standards and requirements of the Maryland Occupational Safety & Health Act and Maryland Retail Food Code.

All equipment to be supplied with a three-wire grounded power cord and wired with approved plugs.

Machine malfunctions: Contractor shall provide machine maintenance and repair service between the hours of 9:00 a.m. and 5:00 p.m. Monday - Friday. Service technicians shall arrive promptly at the site of any machine reported as malfunctioning **within twenty-four (24) hours of malfunction notification**. A copy of the work order noting the cause and remedy of the malfunction is to be provided to the assigned City Staff.

Contractor shall maintain a log of all City inquiries, including requests for addition or removal of machines, service problems and requests for refunds. Requests for service are to be responded to **within 24 hours after receipt of request by phone and followed up in a written request**.

Machines shall be subject to periodic inspections by City of Takoma Park staff. Any deficiencies identified during an inspection shall be corrected within the timeframe specified by the City based on the nature and severity of the deficiency. Unless otherwise directed by the City, corrective actions shall generally be completed as follows:

- a. Health, safety, or operational issues (including inoperable machines, refrigeration failures, broken glass, or payment system malfunctions): within forty-eight (48) hours.
- b. Product compliance issues (including failure to maintain the required healthy snack or beverage selection, expired products, or pricing discrepancies): within five (5) business days.
- c. Cosmetic or non-critical maintenance issues: within thirty (30) calendar days.

SUBMISSION REQUIREMENTS

The respondent shall submit one original proposal. All proposals submitted must provide complete information as indicated in this request. The submission may also include any other information that the Contractor wishes to include for evaluation and consideration by the City as part of the proposal.

Questions regarding this request for proposals should be directed to Christopher Parker, Recreation Manager. Proposals shall be emailed to Christopherp@takomaparkmd.gov. The email subject line shall read "RFP **RD-2026-7-20**". The proposal document shall be a PDF attachment. (The City will make reasonable efforts to acknowledge receipt of proposals via email. If a confirmation is not received, Contractors are encouraged to contact Christopher Parker at christopherp@takomaparkmd.gov or 301-891-7290 to verify receipt.)

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

Submission Requirements (Revised)

To be considered responsive, each proposal shall include the information listed below. The City reserves the right to reject proposals that are incomplete or fail to address these minimum requirements.

1. Cover Letter

Provide a cover letter signed by an authorized representative certifying that the

proposal shall remain valid for ninety (90) days following the proposal due date. Include the RFP number and the primary contact information.

2. Company Qualifications

Describe the firm's history, qualifications, years in business, and experience providing vending machine services for municipalities, schools, government agencies, or similar facilities.

3. References

Provide at least three (3) references for comparable vending service contracts completed within the past five (5) years, including contact information and a brief description of the work performed.

4. Operations and Staffing

Describe staffing levels, service technicians, customer service procedures, restocking schedules, and management structure.

5. Product Information

Provide an initial product list identifying each snack and beverage, package size, proposed selling price, and identify which products qualify as healthy choices.

6. Equipment Information

Submit manufacturer literature or specifications for all proposed vending equipment, including payment methods, energy efficiency features, security features, and remote monitoring capabilities, if available.

7. Equipment Specifications and Temperature Documentation

Submit manufacturer specifications for each proposed vending machine, including normal operating temperature ranges. If available, include sample temperature monitoring or audit reports for the equipment proposed for this contract.

8. Restocking Schedule

Submit a proposed replenishment schedule identifying the anticipated frequency of product restocking for each City location.

9. Maintenance and Service Plan

Describe preventive maintenance procedures, repair response times, refund procedures, and customer service processes.

10. Implementation Plan

Submit a proposed schedule for equipment delivery, installation, testing, and anticipated service commencement.

11. Financial Proposal

Describe the proposed pricing structure, acknowledge the required revenue-sharing arrangement, and identify any assumptions associated with the proposal.

12. Safety and Regulatory Compliance

Describe compliance with all applicable federal, state, and local health, safety, food service, and accessibility requirements.

13. Innovative Solutions (Optional)

Proposers are encouraged to describe innovative vending technologies, sustainability initiatives, healthy vending enhancements, or other value-added services that may benefit the City.

14. Required Forms

Include the following completed forms with the proposal:

- Qualification and Certification Statement
- Certification of Non-Involvement in the Nuclear Weapons Industry
- Living Wage Requirements Certification
- Metropolitan Washington Council of Governments Rider Clause

Pre-Award Requirement

Prior to execution of the contract, the selected Contractor shall provide a Certificate of Insurance naming the City of Takoma Park as an additional insured and meeting all insurance requirements identified in this Request for Proposals.

EVALUATION CRITERIA

The City of Takoma Park will evaluate proposals using a best-value approach. Evaluation will be based on the proposer's demonstrated ability to provide reliable, high-quality vending services that best meet the needs of the City. The City reserves the right to request additional information, conduct interviews, or negotiate with one or more proposers prior to making a final award.

Evaluation Criterion	Description
Experience and Qualifications	Demonstrated experience providing vending machine services for municipalities, government agencies, schools, or similar facilities, including references and past performance.
Project Understanding and Approach	Demonstrated understanding of the City's requirements, implementation approach, operational plan, and ability to successfully perform the work.
Equipment and Product Offerings	Quality, functionality, energy efficiency, payment options, product variety, healthy food offerings, and overall suitability of the proposed vending equipment.
Maintenance and Customer Service	Preventive maintenance program, response times, replenishment schedule, customer service procedures, and overall service plan.
Financial Proposal	Overall value to the City, including pricing, revenue-sharing, and any additional benefits offered.
Innovation and Added Value	Innovative technologies, sustainability initiatives, enhanced customer experience, or other value-added services proposed.

Additional Evaluation Information

The City may verify references, request clarifications, conduct interviews, inspect comparable installations, or request product demonstrations as part of the evaluation process. The City reserves the right to reject any or all proposals, waive minor informalities, and make an award that is determined to be in the best interest of the City.

GENERAL CONDITIONS

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

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 12:00 p.m. on Monday, July 20, 2026 in the offices of the City of Takoma Park’s Recreation 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 firm or individual. The City reserves the right, in its sole discretion, to: 1) accept a proposal in part or as a whole; 2) reject any or all proposals; 3) re-advertise the Request for Proposals; 4) waive any required information set forth in this Request for Proposals; 5) select a bid and make a contract award which best serves the most effective and efficient performance of the contract services and the interests of the City; and/or 6) reject any and all proposals that comply with these Request for Proposals specifications, or to accept a higher bid proposal that complies, provided that, in the judgment of the City, the services or items offered under the higher bid proposal have additional values or functions justifying the difference in price.

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

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

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

Changes in Specifications

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

Subcontractors

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

Compliance with Specifications

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

Payment

The vendor shall provide a monthly sales report and remit the City's agreed-upon revenue share within thirty (30) days of the end of each reporting period. Payment shall be accompanied by documentation supporting sales totals.

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

Indemnification and Insurance

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

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

<u>Coverage</u>	<u>Amount or Limits</u>
Workers Compensation (for bidders with employees)	
Bodily injury Accident (each)	\$100,000
Disease (policy limits)	\$500,000
Disease (each employee)	\$100,000
Commercial General Liability	\$1,000,000
(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)	
Minimum Automobile Liability	
(Including owned, hired and non-owned automobiles.)	
Bodily injury, each occurrence	\$1,000,000
Bodily injury, each person	\$500,000
Property damage, each occurrence	\$300,000
Professional Liability (for professional services contracts)	\$1,000,000.00
(For errors, omission, and negligent acts, per claim and Aggregate, with one-year	

discovery period and maximum deductible of \$25,000)

Bidder's Certification of Noninvolvement in the Nuclear Weapons Industry

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

Living Wage Requirement

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

The current mandatory living wage rate, payable by a contractor and any subcontractor to employees under the City's living wage law, is \$18.55 per hour through June 30, 2027. 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). Also, the City's living wage law—Takoma Park Code § 7.08.150 et. seq. is available at the same website.

Rejection of Proposals

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

Conflict of Interest

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

QUALIFICATION AND CERTIFICATION STATEMENT

NAME OF ENTITY	
Business Address	
Telephone Number	Fax
Web Site	
AUTHORIZED REPRESENTATIVE	
Name	Title
Telephone Number (Office)	(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 of (insert jurisdiction)

- ☐ B.2. The foreign corporation is registered or qualified and in good standing to do business in the State of Maryland.
- ☐ B.3. List the name of the corporation and the names and titles of the corporation's directors and officers:
- ☐ C. A sole proprietor doing business under his/her individual name. Individual name:

- ☐ D. A sole proprietor doing business under a trade or business name (for example, John Doe t/a Doe Masonry). List individual name and the trade or business name:
- ☐ E. A partnership. List the type of partnership and the names of all general partners:
- ☐ F.1. A limited liability company organized under the laws of the State of Maryland and authorized and in good standing to do business in the State of Maryland.
- ☐ F.2 List the limited liability company name and the names of all members:
- ☐ G.1 A limited liability company organized under the laws of

(insert jurisdiction name).
- ☐ G.2. The foreign limited liability company is authorized and in good standing to do business in the State of Maryland.

- ☐ G.3. List the foreign limited liability company name and the names of all members:
- ☐ H. Other (explain):

CERTIFICATION

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

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

Respondent Name (print): _____

Title: _____

By: _____
(Signature) (Date)

CERTIFICATION OF NON-INVOLVEMENT IN THE NUCLEAR WEAPONS INDUSTRY

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

A “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 and sealed this instrument this day of _____, 2026.

Name of Firm _____

By _____

Signature _____

Print Name and Title _____

State of _____, County of _____

Subscribed and sworn to before me this day of _____, 2026.

Notary Public _____

My commission expires _____

Failure to complete this Certification will cause your bid to be considered non-responsive.

LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.170.B)

Business Name:	
Street Address	
City, State, Zip	
Phone Number	Fax Number
E-Mail	
Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.160 (see item B below):	
Contact Name	
Title	
Phone Number	Fax Number
E-Mail	

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

☐ **Living Wage Requirements Compliance**

This Contractor is a covered employer will comply with the requirements of the City of Takoma Park Living Wage Law (*Takoma Park Code, Section 7.08.150 et. seq.*). Contractor and its subcontractors will pay all employees who are not exempt from the wage requirements and who perform measurable work for the City related to any contract for services with the City, the living wage requirements in effect at the time of the City contract. The bid price submitted under this procurement solicitation includes sufficient funds to meet the living wage requirements.

Exemption Status (if applicable)

This Contractor is exempt from the living wage requirements because:

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.

It is a public entity.

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

☐ 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.)

☐ **Living Wage Requirements Reduction**

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

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

Contractor Certification and Signature

Contractor submits this certification in accordance with *Takoma Park Code* section 7.08.170.B. Contractor certifies, under penalties of perjury, that all of the statements and representations made in this Living Wage Requirements Certification are true and correct. Contractor and any of its subcontractors that perform services under the resultant contract with the City of Takoma Park, will comply with all applicable requirements of the City's living wage law.

Authorized corporate, partner, member or proprietor signature
Print name
Title of authorized person

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.
- G. In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES	NO	JURISDICTION
☐		Alexandria, Virginia
		Alexandria Public Schools
		Arlington County, Virginia
		Arlington County Public Schools
		Bowie, Maryland
		College Park, Maryland
		Culpepper County, Virginia
		District of Columbia
		District of Columbia Public Schools
	☐	District of Columbia Water & Sewer Authority



Fairfax, Virginia
Fairfax County, Virginia
Fairfax County Water Authority

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

Exhibit A – Example Healthy Products

The products listed below are examples of healthy vending options from the City's 2022 approved RFP. Equivalent products meeting similar nutritional standards may also be proposed.

Frito Sun Chips Original & Harvest Cheddar – 1 oz.
Smartfood White Cheddar Popcorn – 1 oz.
Snyder Olde Tyme Pretzels – 1.58 oz.
Snyder Fat Free Thin Pretzels – 1.5 oz.
Reduced Fat Sunshine Cheez-It – 1.5 oz.
Good Health Natural Foods Veggie Stix – 1.0 oz.
Frito Baked Lays (Regular/BBQ/Sour Cream & Onion) – 1.25 oz.
Dole Fruit Cups (Peaches/Pineapple/Tropical Fruit) – 7.0 oz.
Welch's Fruit Snacks (Assorted Flavors) – 2.25 oz.
Quaker Oatmeal To Go – 1.4 oz.
Rice Krispies Treat – 1.3 oz.
Chex Mix (Traditional, Sweet/Salty, Muddy Buddies) – 1.7 oz.
Sensible Portions Garden Veggie Snacks – 1.0 oz.
Terra Vegetable/Sweet Potato Chips – 1.0 oz.
Eat Smart Veggie Crisps – 1.25 oz.
Austin Zoo Animal Cookies – 2.125 oz.
Kar's Energy Mix – 2.25 oz.
Wheat Thins Veggie Crisps – 1.75 oz.
Nature Valley Granola Bars – 1.5 oz.
Nature Valley Sweet & Salty Bars – 1.2 oz.
Kettle Chips 40% Less Fat (Original & BBQ) – 1.25 oz.
Planters Lightly Salted Peanuts – 1.0 oz.
Salted Cashews – 1.0 oz.
Nutri-Grain Bars (Strawberry/Apple) – 1.3 oz.
Nutri-Grain Chewy Granola Bars – 1.3 oz.
SnackWell's Crème Sandwich Cookies – 1.7 oz.
Combos Baked Snacks – 1.5 oz.
Cape Cod Kettle Cooked 40% Reduced Fat – 1.5 oz.
Kashi Hummus Crisps (Caramelized Onion or Sun-Dried Tomato) – 1.0 oz.
Sun-Maid Bite Size Oatmeal Raisin Apple Cookies – 2.0 oz.
Herr's Sweet Potato Chips – 1.0 oz.
Herr's Baked Potato Crisps Cheddar & Sour Cream – 1.0 oz.
Clif Bars (Chocolate Chip / Peanut Butter Crunch) – 2.4 oz.
Glaceau Vitamin Water – 20 oz.
Honest Organic Beverages – 16.9 oz.

Exhibit B – Sample Contract

CONTRACT FOR VENDING SERVICES [COMPANY NAME] CITY OF TAKOMA PARK, MARYLAND

THIS AGREEMENT, hereinafter referred to as “Agreement,” is made this 1st day of August 2026, 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 **[COMPANY NAME]**, an instructor, located at 510 Dennis Ave Silver Spring, MD 20901, hereinafter referred to as “Contractor,” and both collectively referred to hereinafter as “the Parties.”

RECITALS

WHEREAS, the City recognizes the importance of providing safe, reliable, and convenient vending machine services that offer quality food and beverage options for residents, visitors, employees, and patrons of City facilities;

WHEREAS, on July 20, 2026, the City issued a Request for Proposals ("RFP") RFP # RD-2026-7-20 under which it sought to identify a contractor to provide vending machine services for the City and its facilities; can you make this vending specific?

WHEREAS, Contractor wishes to provide said services to the City.

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

- o . During the term of this Agreement. Contractor agrees that it will have the following responsibilities with respect to the Project:
- o Contractor agrees to place vending machines at the following locations: Takoma Park Community Center (7500 Maple Avenue), Takoma Park Recreation Center (7315 New Hampshire Avenue), Takoma Park Public Works Building (42 Oswego Avenue).
- o . Vendor will abide by the "Scope of Work" listed in RFP # RD-2026-7-20. Vendor will follow the USDA Smart Snack Guidelines and have a product range that will

allow for traditional and healthier more sensible snack offerings. A wide variety of branded/easily identifiable healthy sensible snacks for our customers is expected.

- o Construction of the Library and renovations to the Community Center may impact the ability of the Community Center to have vending machines and could result in the relocation of the machines in the Community Center or their removal from the Community Center during construction. This anticipated responsibility would be at the expense of the contractor.
- o 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.
 - The City reserves the right to temporarily suspend, relocate, or restrict vending machine services due to emergencies, facility closures, construction, maintenance activities, special events, or other operational needs. The City will endeavor to provide the Vendor with as much advance notice as reasonably possible of any such suspension, relocation, or restriction. Vending services may be unavailable during periods when City facilities are closed, including but not limited to the following City-observed holidays:
 - Labor Day (September 7, 2026)
 - Veteran's Day (November 11, 2026)
 - Thanksgiving (November 26–30, 2026)
 - Christmas (December 24, 2026 – ½ Day & December 25, 2026)
 - New Year's Day (December 31, 2026 & January 1, 2027)
 - Martin Luther King Jr. Birthday (January 17 & 18, 2027)
 - President's Day (February 14 & 15, 2027)
 - Memorial Day (May 30–31, 2027)
 - Juneteenth (June 19, 2027)
 - Independence Day (July 4–5, 2027)
 - Labor Day (September 5–6, 2027)
 - Veteran's Day (November 11, 2027)
 - Thanksgiving (November 25–28, 2027)
 - Christmas (December 24, 2027 – ½ Day & December 25, 2027)
 - New Year's Day (December 31, 2027 & January 1, 2028)
 - Martin Luther King Jr. Birthday (January 17, 2028)
 - President's Day (February 21, 2028)
 - Memorial Day (May 29, 2028)
 - Juneteenth National Independence Day (June 19, 2028)
 - Independence Day (July 4, 2028)

- o 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

1. The effective term for this Agreement is for one (1) year, commencing upon the execution of this Agreement.
2. By agreement of the Parties, this Agreement may be renewed or extended for up to two (2) additional one-year terms following the expiration of the initial term of this Agreement. 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.
3. Time is of the essence and a critical factor in the successful execution of the terms of this Agreement.
4. 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

- H. The Contractor shall retain seventy-five percent (75%) profit from the three (3) vending locations that they install in the City of Takoma Park (Community Center, Public Works & Recreation Center).
- I. The Contractor shall make monthly payments of twenty-five percent (25%) of the gross proceeds to the City by the 15th of the month for any proceeds generated during the preceding month, as required under Section 3.1.

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 by reference into and made a part of this Agreement and are listed in the order of their legal precedence in the event of a conflict: (i) the City's Request for Proposals, RFP No. RD-2026-7-20, for Vending Machine Services; (ii) the Contractor's proposal submitted in response to RFP No. RD-2026-7-20; (iii) the Contractor's Living Wage Requirements Certification; and (iv) the Contractor's Certification of Non-Involvement in the Nuclear Weapons Industry. In the event of a conflict between this Agreement and any incorporated document, 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 the 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: [Company Name]
123 Main St
Silver Spring, MD 20901
Telephone: 301-555-5555
E-Mail: [company email]

If to the City: Chris Parker, Recreation Manager
7500 Maple Avenue
Takoma Park, MD. 20912
Telephone: 301-891-7282
Email: christopherp@takomaparkmd.gov

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

- For Contractor. [Company Name] 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.

- For the City. Chris Parker 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 the 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:

- Serve as liaison between the City and Contractor;

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

SECTION 8. TERMINATION

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.

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.

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.

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.

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.

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

- 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.

- 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.

- 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.

- 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 Eighteen US Dollars and Fifty Cents (\$18.55) per hour through June 30, 2027. 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.

- 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.
- 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.
- 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

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.

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, 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 one hundred thousand Dollars (\$100,000) for bodily injury and property damage per occurrence including contractual liability, premises and operations, and independent contractors and products liability.

12.1.2. Workers' compensation insurance with coverage limits of at least one hundred thousand Dollars (\$100,000) per bodily injury by accident and coverage for disease of at least one hundred thousand Dollars (\$100,000) per employee and at least five hundred thousand Dollars (\$500,000) in the aggregate.

Unless waived in writing by the City, the Certificate shall bear and endorsement in words exactly as follows:

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

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

☐ 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.

☐ 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

Not applicable to Instructors

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 neutral, 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: _____
[Company Name] Date

Witness:

City of Takoma Park:

By: _____

By: _____
City of Takoma Park Date
Deputy City Manager

Approved as to form and
legal sufficiency:

_____ day of _____, 2026

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

**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: _____
Signature

Print Name & Title

State of _____, County of _____:

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

Notary Public

My commission expires: _____

LIVING WAGE REQUIREMENTS CERTIFICATION
(Takoma Park Code, section 7.08.170.B)

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

Please specify the contact name and information of the individual designated by your business to monitor your compliance with the City's living wage requirements, unless exempt under Section 7.08.160 (see item B below):

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

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

A. Living Wage Requirements Compliance

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

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

Contractor Name: _____

By: _____
Signature

Print Name & Title

State of _____, County of _____:

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

Notary Public

My commission expires: _____