City of Gaithersburg

31 South Summit Avenue
Gaithersburg, Maryland 20877

Request for Grant Proposals

No. 2015-014

Vocational Coaching

Solicitation Issued:	January 07, 2015
Proposal Submissions Due:	February 02, 2015 Time: 4:00 PM
Submissions Received By:	Wes Rhodes, Procurement Manager City of Gaithersburg 3rd Floor Division of Procurement 31 South Summit Avenue Gaithersburg, Maryland 20877

MAYOR
Sidney A. Katz

COUNCIL MEMBERS
Jud Ashman
Cathy Drzyzgula
Henry Marraffa, Jr.
Michael Sesma
Ryan Spiegel

CITY MANAGER
Tony Tomasello

SECTION 1 - INTRODUCTION AND NOTICES TO APPLICANTS

1.1. INTRODUCTION

The City of Gaithersburg, Maryland, (hereinafter the "City") is accepting sealed Proposals from qualified nonprofits to provide vocational coaching to eligible individuals residing in the City.

1.2. CITY'S LIABILITY

This is a Request for Grant Proposals only, it is not a contract (hereinafter "Solicitation"). The City shall assume no obligation to pay or reimburse any Person for any costs, fees, or expenses incurred in preparation of a response to this Solicitation, or for any meetings or travel costs related to such response.

The City reserves the right to reject any or all Proposals in part or in full and/or to waive any technicalities or informalities as best may serve the interests of the City. The City is under no obligation to any Person under this Solicitation until a contract is executed for the Services described herein.

1.3. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Applicant of the requirements and terms and conditions specified herein.

1.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The City is the sole entity with the authority to issue and/or distribute any Solicitation documents. Any and all Solicitation documents obtained from any source other than the City may be incomplete and/or incorrect. The City shall assume no responsibility for any error, omission and/or misinterpretation resulting from the reliance or use of any Solicitation documents not both issued by and distributed by the City.

1.5. RESTRICTED DISCUSSIONS

The Applicant is strictly prohibited from discussing this Solicitation or any part thereof with any agent, employee and/or representative of the City except as expressly authorized herein. The City may, in its sole discretion, reject the Proposal submitted by any Applicant who is in violation of this provision.

1.6. STATE OF MARYLAND BID AND CONTRACT REQUIREMENTS

A. Bidding Requirements
The Applicant must be qualified to bid in the State of Maryland in accordance with §16-202 and §16- 203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B. Contract Requirements
To enter into a contract with the City, the Applicant must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations.

1.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact Wes Rhodes, Procurement Manager, at 301-258-6320.

~ END OF SECTION 1 ~

SECTION 2 - DEFINITIONS

Activity: "Activity" means actions taken to achieve the provision of the Services to City residents as required by this Solicitation.

Agency: "Agency" means agency and/or organization.

Agencies: "Agencies" mean agencies and/or organizations.

Adopted Budget: "Adopted Budget" means the City's Proposed FY16 Budget, which is adopted by the Mayor and City Council of the City.

Applicant: "Applicant" means any Person submitting a Proposal in response to this Solicitation.

Awardee: "Awardee" means any Applicant awarded a Contract.

City Manager: "City Manager" means the City Manager of the City.

City Resident: "City Resident" means a person residing within the corporate limits of the City as listed on the City's street listing of addresses.

COMAR: "COMAR" means Code of Maryland Annotated Regulations.

Contract: "Contract" means any agreement awarded pursuant to this Solicitation.

Corporate Citizenship: "Corporate Citizenship" means an Agency: (a) that is in good standing and licensed to operate in the State of Maryland; (b) that works in collaboration with City government and area nonprofits to ensure efficient use of monies and quality services; and (c) whose operations, employees and customer relations incorporate the principles of CHARACTER COUNTS! (Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship) in their work.

Financial Wellness: "Financial Wellness" means program and educational opportunities and support in the areas of financial counseling, credit repair, job skill development and placement, and access to financial support programs such as Bank On Gaithersburg, VITA, and income support programs offered with the goal of supporting City residents in their work towards self-sufficiency.

HIPPA: "HIPPA" means Health Insurance Portability and Accountability Act.

M&CC: "M&CC" means the Mayor and City Council of the City.

Measurable Program Outputs and Outcomes: "Measureable Program Outputs and Outcomes" means direct products of program activity measured in terms of the volume of work accomplished (outputs) and measurable benefits and changes for individuals or populations during or after participating in program activities (outcomes).

Partner Organization: "Partner Organization" means any and all Agencies acting as a partner to the Applicant to fulfill the required scope of work.

Person: "Person" means any agency, association, company, corporation, firm, individual, joint venture, Limited Liability Company, limited partnership, organization, partnership, sole proprietorship, or any other form of entity or association recognized at law.

Procurement Webpage: "Procurement Webpage" means http://www.gaithersburgmd.gov/government/procurement/current-bids.

Proposal: "Proposal" means the offer submitted to the City by an Applicant in response to this Solicitation.

Proposed Budget: "Proposed Budget" means the City's Proposed FY16 Budget.

Services: "Services" mean the Scope of Services under this Solicitation and the Contract.

~ END OF SECTION 2 ~

SECTION 3 - SOLICITATION SCHEDULE AND QUESTIONS

3.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation; applicable times are according to Eastern Standard Time (EDT/EST). The City reserves the right to modify this schedule to include additional events and/or extensions to dates and/or times. Any modification to the schedule will be communicated by addendum or amendment and posted on the City's Procurement Webpage.

EVENT	DATE
A. Solicitation Issued on:	January 7, 2015
B. Pre-Submission Meeting (Mandatory) on: ➥ **Location** City of Gaithersburg Activity Center at Bohrer Park 506 South Frederick Avenue Gaithersburg, Maryland 20877	January 15, 2015 at 1:00 p.m.
C. Applicant Questions Due in Writing by:	January 20, 2015 by 12:00 p.m.
D. City's Answers to Applicant Questions Issued by:	January 23, 2015
E. Proposals Due on: ➥ **Submitted To** Wes Rhodes, Procurement Manager City of Gaithersburg 3rd Floor Division of Procurement 31 South Summit Avenue Gaithersburg, Maryland 20877	February 2, 2015 by 4:00 p.m.

3.2. APPLICANT QUESTIONS

All questions regarding this Solicitation shall be submitted in writing to Maureen Herndon, Division Manager, by the date and time specified hereinabove. Questions shall be submitted by the following methods:

➥ **By Email**
mherndon@gaithersburgmd.gov

➥ **By Mail**
City of Gaithersburg
Community Services
31 South Summit Avenue
Gaithersburg, Maryland 20877

3.3. ANSWERS TO APPLICANT QUESTIONS

The City's answers to Applicant questions will be posted by addendum on the City's Procurement Webpage on the date specified hereinabove.

~ END OF SECTION 3 ~

SECTION 4 - GENERAL TERMS AND CONDITIONS

The terms and conditions herein apply to this Solicitation and are not subject to change. These terms and conditions shall survive this Solicitation and shall be incorporated into the Contract.

4.1. HEADINGS

Any and all of the headings of the sections, subsections and/or paragraphs contained in any of the Solicitation Documents are for reference purposes only and shall not in any way affect the meaning or interpretation of any of the same.

4.2. ACCEPTANCE AND REJECTION OF PROPOSALS

The City reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the City. The City may reject the Proposal of any Applicant in arrears or in default to the City on any contract, debt, or other obligation.

4.3. ACCURATE INFORMATION

The Applicant certifies that all information provided, or to be provided, to the City is true and correct and may be relied upon by the City in awarding the Contract. Any false and/or misleading information is cause for the City to reject the Applicant's Proposal or to terminate the Contract if awarded to the Applicant. Such rejection or termination shall relieve the City of any direct or consequential damages or costs incurred by the Applicant.

4.4. ADDENDUMS AND AMENDMENTS

In the event any addendums and/or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated and/or modified in any such addendums and/or amendments. Verbal or written statements and/or answers to questions not posted on the City's Procurement Webpage relative to this Solicitation shall not be considered valid or enforceable. It is the responsibility of the Applicant to inquire about and obtain any and all addendums and/or amendments issued, all of which shall be published on the City's Procurement Webpage.

4.5. ALTERNATE PROPOSALS

The Applicant is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and be removed from consideration.

4.6. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Closing Deadline of this Solicitation; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the City by an Applicant of its intent to withdraw its Proposal. Proposals may only be withdrawn by submitting notice in writing at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

4.7. CONFIDENTIALITY

A. The City agrees, to the extent permitted by law and in accordance with the terms and conditions set forth in this Solicitation, to hold all confidential information and material belonging to the Applicant in strictest confidence. The Applicant shall specify in writing to the City the information and/or material which the Applicant deems to be a trade

secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.

B. The Awardee agrees that all knowledge and information that the Awardee may receive from the City or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, which are included or referenced in Title 4 of the General Provisions Article of the Annotated Code of Maryland, shall not be directly or indirectly disclosed by the Awardee to any person whatsoever unless authorized to do so by the City Manager. This confidentiality provision shall also apply to any information, activity, or record designated to the Awardee by the City as being "confidential" or "privileged".

4.8. CONTRACT AWARD

A. It is the intent of the City to award the Contract to one (1) Applicant; however, the City reserves the right, in its sole discretion, to award the Contract to multiple Applicants in whole or in part. If for any reason, through no fault of the City, the Contract is not executed within 30 days' notice of award, the City may withdraw the award and award to the Applicant with the next highest rated Proposal.

B. In the event the City receives only one (1) Proposal in response to this Solicitation, the City reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Applicant that submitted the Proposal.

4.9. SOLICITATION DOCUMENTS

The Applicant is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Applicant shall make an inquiry as to such meaning and/or intent in accordance with the provisions specified in Section 3.2 of this Solicitation. The failure of the Applicant to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Applicant of its obligations hereunder. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Applicant fully understands the Services under this Solicitation and the Contract.

4.10. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior consent of the City and may be cause for the Proposal to be rejected as non-responsive.

4.11. INTEREST IN MORE THAN ONE BID AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by an Applicant under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Applicant has interest in more than one (1) Proposal for this Solicitation, both as the Applicant and as a subcontractor for another Applicant, shall result in the rejection of all Proposals in which the Applicant has interest and shall disqualify the Applicant from responding to a reissuance of this Solicitation, if any. In addition, the City may reject all Proposals if reasonable cause exists for believing that collusion exists among Applicants.

4.12. LATE PROPOSALS

It is the responsibility of the Applicant to ensure the delivery of its Proposal by the date and time and to the person and location specified in Section 3.1 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive.

The City assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Closing Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

4.13. MODIFICATIONS TO PROPOSALS

The Applicant may only modify its Proposal in accordance with and subject to the following:

A. The City shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.

B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.

C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

4.14. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

4.15. OPTIONAL GOODS OR SERVICES

The City reserves the right to request and evaluate optional goods and/or services which may be in the best interests of the City, and may negotiate the price of such goods and/or services with the successful Applicant or with another Applicant, whichever is determined to be the most advantageous to the City. While pricing for optional goods and/or services may be requested in this Solicitation, the City is under no obligation to consider such optional goods and/or services when selecting the successful Applicant unless otherwise stated.

4.16. SOLICITATION PROTEST

A. Any protest of this Solicitation shall be in writing to the City Attorney. The provisions of COMAR Title 21.01.03.01A(7), State Procurement Regulations, do not apply to municipalities and are not applicable to this Solicitation. Protests of alleged improprieties in this Solicitation shall be filed before prior to the Closing Deadline.

B. Any written protest shall, at a minimum: (i) include the name, address, telephone number, and if available, email address of the Person making the protest; (ii) include the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) include any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

4.17. USE OF BROKER

The Applicant warrants that no person or selling agency has been employed or retained to solicit and/or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Applicant for the purpose of securing business. For violation of this provision, the City shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the City, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

4.18. INSURANCE

A. The Awardee shall at all times during the term of the Contract carry and maintain in full force and effect, at its expense, commercial general liability insurance in an amount no less than One Million Dollars ($1,000,000).

B. Prior to the execution of the Contract, the Awardee shall provide the City with a certificate of insurance, which: (i) shall evidence the above policy and name the City as an additional insured; and (ii) shall contain a provision that requires the Awardee's insurer to provide the City with a written notice of any cancellation or adverse material change in the insurance, and that such cancellation or adverse material change shall not be effective with respect to the City for thirty (30) days after such written notice is given.

C. The Awardee acknowledges and agrees that its failure to provide the City with a certificate of insurance and/or the failure by the City to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Awardee shall hold the City harmless from any liability arising as a result of any such failure(s).

4.19. ACCOUNTING SYSTEM AND AUDIT

A. The Awardee certifies its accounting system conforms to Generally Accepted Accounting Principles (GAAP) and is sufficient to comply with its budgetary and financial obligations under the Contract. In addition, the Awardee acknowledges and agrees to the following:

I. The Awardee: (i) shall maintain any and all necessary source documentation, accounting records and supporting documentation in such a manner that will provide for a separation between direct and indirect costs; and (ii) shall enforce sufficient internal controls as dictated by GAAP to properly account for expenses incurred under the Contract.

II. The Awardee: (i) shall allow the City to examine and/or obtain copies of the Awardee's records to determine and verify compliance with the terms and conditions of the Contract; (ii) shall grant the City access to such records at all reasonable times during the Contract term and for a period of five (5) years thereafter; and (iii) shall make such records available for examination and/or to obtain copies by any and all Federal, State and/or County authorities if the Contract is supported to any extent with any funds of the same.

B. The Awardee shall include a similar provision in any and all subcontracts.

4.20. ASSIGNMENT OF THE CONTRACT

The City's rights under the Contract are personal to the Awardee. It is mutually understood and agreed that the Awardee shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the City; however, in no case shall such consent relieve the Awardee from its obligations under the Contract, or change the terms and conditions of the Contract.

4.21. CONTRACT DISPUTES

All disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between the City and the Awardee, must be decided under procedures A-D listed below. Pending final resolution of a dispute, the Awardee shall proceed

diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the City and the Awardee after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by the City Manager or designee ("City Manager").

B. The City Manager must give the Awardee not less than three (3) working days to submit documentation and written reasons supporting the Awardee's position in the dispute. The City Manager may consider any other information or written submissions from City employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The City Attorney may participate in the hearings to protect the City's interest.

C. The City Manager must render a decision, in writing, stating reasons for such decision and provide copies to the Awardee and the City Attorney. If the decision is mailed to the Awardee, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Awardee.

D. The City Manager's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator appointed by the American Arbitration Association.

4.22. <u>DISSEMINATION OF DATA</u>

The Awardee shall not release any information related to the Services under the Contract or publish any reports or documents related to the Services without the prior written approval of the City. The Awardee shall include a similar provision in all subcontracts.

4.23. <u>ETHICS LAWS AND REQUIREMENTS</u>

The Awardee shall comply with the financial disclosure and conflict of interest and lobbying provisions of the City's ethics laws, which may be found on the City's website at: http://www.gaithersburgmd.gov/government/city-code.

4.24. <u>GOVERNING LAW</u>

The Contract shall be construed in accordance with the laws and regulations of the Federal Government, State of Maryland, and the City. For purposes of litigation involving the Contract, exclusive venue and jurisdiction shall be in the Circuit Court of Maryland for Montgomery County, District Court of Maryland for Montgomery County or the United States District Court of Maryland.

4.25. <u>IMMIGRATION REFORM AND CONTROL ACT</u>

The Awardee shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Awardee shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

4.26. <u>INCONSISTENT PROVISIONS</u>

A. Notwithstanding any provisions to the contrary in the terms and conditions of any

contract supplied by the Awardee, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency.

B. In the event of inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions of this Solicitation.

4.27. INDEMNIFICATION

The Awardee shall indemnify and hold harmless the City, its officials, employees and agents from the following:

A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Awardee, its employees, agents or subcontractors; and

B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Awardee, its employees, agents or subcontractors. The Awardee shall, upon completion of the Services, provide the City with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

4.28. INDEPENDENT AWARDEE STATUS/PERSONNEL

The Awardee shall perform the Contract as an independent contractor and shall not be considered an agent or employee of the City nor shall any of the employees or agents of the Awardee be considered subagents or employees of the City.

4.29. NON-DISCRIMINATION REQUIREMENTS

A. The Awardee acknowledges and agrees that during the term of the Contract it shall:

I. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.

II. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

III. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Awardee agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Awardee fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion

of the City be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Awardee against the City or its officials or employees, and the Awardee may be declared ineligible for further contracts with the City.

B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Awardee shall permit access to their books, records and accounts. In the event the City Manager concludes, on the basis of such investigation, that the Awardee has failed to comply with these nondiscrimination clauses, the City Manager may invoke the remedies hereinabove set out.

4.30. PAYMENT TERMS, TAXES AND INVOICES

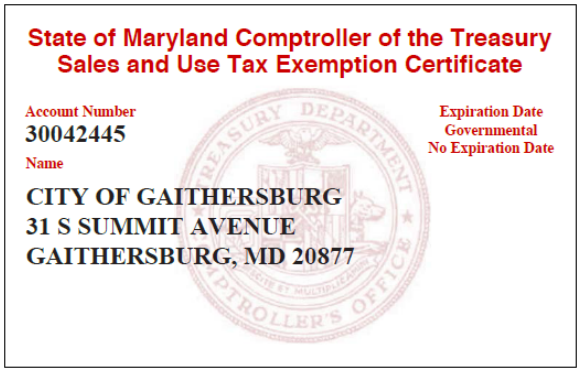
The City shall only pay original proper invoices issued in accordance with the following:

A. Payment Terms

The City's standard terms of payment are net thirty (30) days; however, this does not preclude the Awardee from providing a prompt payment discount for the payment of invoices in less than thirty (30) days. Payments considered past-due may be subject to incurred interest not to exceed one percent (1%) per month.

B. Taxes

The City is exempt from sales and use taxes. The Awardee shall exclude such taxes from all forms of requests for payments issued to the City; the City shall not be liable for or pay or reimburse the Awardee for any such taxes. A copy of the City's Sales and Use Tax Exemption Certificate is provided below.


State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate

Account Number
30042445

Expiration Date
Governmental
No Expiration Date

Name
CITY OF GAITHERSBURG
31 S SUMMIT AVENUE
GAITHERSBURG, MD 20877

C. Invoices

Original invoices shall include at a minimum, the Awardee's name, address, telephone and fax numbers, and if applicable, email address and corresponding purchase order number. Invoices shall be submitted to:

City of Gaithersburg
Accounts Payable Division
31 South Summit Avenue
Gaithersburg, Maryland 20877

4.31. RECORDS

The Awardee shall retain any and all records and documents relating to the Services under the Contract for a minimum of five (5) years following payment of the Awardee's final undisputed proper invoice for the complete rendered Services.

The Awardee shall make available to the City, State of Maryland and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

The Awardee shall include similar provisions in all subcontracts.

4.32. TERMINATION

A. Termination for Cause

If through any cause, the Awardee fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Awardee violates any of the provisions of the Contract, the City may upon written notice to the Awardee, terminate the right of the Awardee to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Awardee liable for any damages caused the City by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In the event of such termination, any completed Services performed by the Awardee under the Contract shall, at the option of the City, become its property and the Awardee shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Awardee, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Awardee, and the City may withhold any payments to the Awardee for the purpose of setoff until such time as the amount of damages due the City from the Awardee is determined. The Awardee shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract for such delay.

B. Termination for Convenience

The City may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Awardee for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Awardee or its subcontractors or suppliers. Failure of the Awardee to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the City for lost profits in conjunction with a termination for convenience.

The Awardee expressly waives any damages, delay damages, or indirect costs which may arise from the City's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

The City shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the City may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the City. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 4 ~

SECTION 5 - BACKGROUND AND SCOPE OF SERVICES

5.1. BACKGROUND INFORMATION

The City's annual budget provides funds to support nonprofits in addressing needs in the areas of Health, Mental Health, Emergency Assistance, Food and Nutrition, Homeless/Housing Services and Workforce Development/Financial Wellness. The City strongly encourages collaboration amongst agencies to foster comprehensive, coordinated/cost effective service delivery to City residents.

5.2. GRANT AWARD INFORMATION

The City anticipates awarding one or more Contracts for the activities to be conducted in FY16 (July 1, 2015 – June 30, 2016). The term of the Contract shall be for a period of one (1) year, commencing on July 1, 2015 and terminating on June 30, 2016.

5.3. ACTIVITY GOALS

The goal of this Solicitation is to provide City residents, including those with limited English language proficiency who are unemployed or underemployed, with one-on-one and group vocational coaching within the municipal boundaries of the City.

5.4. ACTIVITY REQUIREMENTS

The Applicant shall provide all of the Services listed below:

A. Provide comprehensive and coordinated group and individualized vocational coaching to 40 unduplicated City residents with limited English language proficiency and 40 unduplicated City residents with English language proficiency including:

   I. Individualized skills assessment and employment search skill development (ESOL and English literacy, resume writing, individual and group career counseling and follow-up, including training on how to maintain employment)

   II. Vocational education workshops

   III. Training and education program access and financial support (i.e. GED, ESOL, educational scholarships, certification program fees, computer classes and/or supplies supporting vocational education)

   IV. Coordination with the City in support of its Section 3 Plan, to ensure that low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low and extremely low income City residents, have full access to job opportunities created through HUD-assisted programs.

B. Work collaboratively in a culturally competent environment to serve eligible residents in the City inclusive of a diverse population.

C. Create and distribute promotional materials for outreach and recruitment efforts.

D. Recruit, hire, train and employ qualified staff to deliver one-on-one and group counseling, literacy services, and vocational coaching to eligible City residents who are both proficient and non-proficient English speakers.

E. Assist in the distribution of resource materials including information addressing:

   I. Shelter (emergency, transitional and permanent housing) programs

   II. Affordable housing assistance

III. Addiction treatment programs

IV. Health programs

V. Mental health counseling

VI. Job training and counseling and financial literacy programs including Bank On Gaithersburg and VITA

VII. Foreclosure prevention counseling

VIII. Eviction prevention and utility assistance

IX. Resource information and referral (aging & disability services, food, clothing, health, mental health, furniture, employment, ESOL classes, immigration, and transportation)

X. Food and nutrition programs

XI. Collaborative health/mental health initiatives

XII. Housing resources and programs

XIII. Services offered by Montgomery County Department of Health and Human Services

F. Document records of all client Services so that unduplicated demographic and outcome information can be reported.

G. Secure all client information in accordance with HIPPA and COMAR regulations to ensure confidentiality.

H. Ensure that regular reporting as required by the Contract is submitted to the City accurately and in a timely manner.

I. Participate in quarterly Gaithersburg Coalition of Providers meetings and twice yearly workforce development/financial wellness coordination meetings including Café Montgomery and Bank On Gaithersburg Partner meetings.

5.5. <u>MINIMUM QUALIFICATIONS</u>

Agencies are strongly encouraged to formally collaborate with other Agencies to jointly apply. If more than one Agency is applying, a lead Agency shall need to be selected from the team of Agencies to collect all quarterly and annually required data from any Partner Organization and compile a consolidated report to be submitted quarterly to the City as required by the Contract.

The Applicant must meet all of the following minimum selection criteria:

A. Familiarity with and knowledgeable of social services and educational resources currently available for City residents.

B. Demonstration of the establishment of collaborative partnerships. Demonstrated experience of nonprofit(s) in providing the Services herein.

C. Ability of the lead Agency to fulfill the role of contract monitor, facilitating Service integration, fostering effective communication and collaboration amongst partners, achieving programmatic outcomes, and fulfilling contractual meeting and reporting requirements of all subcontractors/partners.

D. Demonstration of ability to fulfill the Services (i.e. service goals, program design and implementation, staffing plan, defined outcomes, and evaluation).

E. Demonstration of the financial integrity and sustainability of nonprofit(s) involved in providing the Services herein.

F. Demonstration of cultural and linguistic competency, service equitability and accessibility to all qualified City residents.

G. Ability of nonprofit(s) to provide professional/clinical supervision.

H. Completeness of the Applicant's Proposal.

I. Presence in the City and commitment to demonstrating good Corporate Citizenship.

J. Be a registered 501(c)(3) organization.

~ END OF SECTION 5 ~

SECTION 6 - EVALUATION, CRITERIA & BASIS FOR AWARD

This section describes the evaluation process and criteria for awarding the Contract.

6.1. BASIS FOR AWARD

The intent of the City is to award the Contract to the responsible Applicant whose Proposal, conforming to this Solicitation, is most advantageous to the City, price and other factors considered.

6.2. SELECTION COMMITTEE

The Community Advisory Committee (hereinafter "CAC") shall serve as the selection committee (hereinafter "Selection Committee") under this Solicitation, which shall:

A. Review, evaluate and score each Proposal;
B. Conduct interviews and negotiations, if applicable; and
C. Select and recommend the Awardee for the Contract.

6.3. EVALUATION PROCESS

Each Proposal received and accepted by the City will: (i) be reviewed to determine the responsiveness of the Proposal; (ii) be evaluated to determine the responsibility of the respective Applicant to provide the Services under the Contract; and (iii) be scored based on the responsibility of the Applicant. Notwithstanding any instructions and/or requirements set forth in any other section of this Solicitation, any and all Proposals lacking any of the criteria and/or requirements established herein is cause for the Proposals to be deemed non-responsive and be removed from consideration.

The following is the anticipated evaluation process for this Solicitation; however, the City reserves the right, in its sole discretion, to modify the process as best may serve the interests of the City.

A. Opening of Proposals

The City's Procurement Manager will open each Proposal received and accepted by the City.

B. Initial Review

The Procurement Manager will perform an initial review of each Proposal to determine the responsiveness of the Proposal to the instructions and requirements set forth in this Solicitation. Following the initial review, the Procurement Manager will distribute the responsive Proposals to the Selection Committee to be reviewed, evaluated and scored. In the event the Procurement Manager determines a Proposal is nonresponsive, the Proposal will be retained by the Procurement Manager and will not be distributed to the Selection Committee.

The initial review shall confirm the following:

I. The Proposal was submitted in accordance with the instructions specified in this Solicitation; and

II. The Proposal contains all required forms and documents, and that all such forms and documents are completed in their entirety and, where applicable, are signed and notarized.

C. Evaluation by the Selection Committee

The Selection Committee will evaluate and subsequently score each responsive Proposal on the evaluation criteria herein to confirm the Proposal meets or exceeds the minimum

requirements of this Solicitation, and to determine the ability of the respective Applicant to provide the Services under the Contract.

The Selection Committee may ask questions of a clarifying nature, and/or make reasonable investigation as deemed proper and necessary to determine the responsibility of the Applicant. Upon request by the Selection Committee, the Applicant shall provide the City with any and all information and/or data requested in order to substantiate the qualifications and abilities of the Applicant. The submission of a Proposal shall constitute acknowledgement and agreement by the Applicant to surrender any information and/or data requested by the Selection Committee for such purposes.

The City reserves the right in its sole discretion to reject any Proposal if the Applicant fails to provide any of the information and/or data requested, or if the information and/or data submitted fails to substantiate the qualifications and abilities of the Applicant to provide the Services under the Contract.

D. <u>Tentative Contract Award</u>

Following interviews, if any, the Selection Committee shall make a recommendation of tentative award to the City Manager, which shall be contingent on approval by the City Manager and the subsequent incorporation of funds in the City's Proposed Budget.

E. <u>Formulation and Coordination</u>

Once the recommendation of tentative award is approved by the City Manager, the Selection Committee may request meetings with the Applicant to formulate plans and/or to facilitate coordination prior to the formal award of the Contract. In the event the Selection Committee determines the Applicant is unable to fulfill its obligations under the Contract, or that it is in the City's best interest to withdraw the tentative award of the Contract, the Selection Committee may withdraw said tentative award with the approval of the City Manager.

F. <u>Formal Contract Award</u>

Subject to the provisions for the Tentative Contract Award hereinabove, the City Manager will present, by-way-of the Proposed Budget, the recommendation of tentative award to the M&CC for consideration. The formal award of the Contract shall be contingent on the appropriation of funds for the Contract and the adoption of the Proposed Budget by the M&CC.

G. <u>Contract Execution</u>

Following the July 1, 2015 effective date of the Adopted Budget, the Awardee shall be required to sign the Contract.

6.4. <u>EVALUATION CRITERIA</u>

The Selection Committee shall evaluate each Proposal on the following criteria:

~ Continued on Next Page ~

Evaluation Criteria	Maximum Points
A. Organizational Capacity and Partnership Capacity: ➥ Team members' demonstrated experience ➥ Ability to provide professional supervision ➥ Cultural/linguistic competency and accessibility ➥ Service accessibility for City residents	**25**
B. Project Design: ➥ Services to be provided ➥ Staffing and implementation plan ➥ Ability to fulfill scope of service ➥ Approach to identify and serve City residents ➥ Meets or exceeds specified unduplicated number of service recipients and/or households	**44**
C. Programmatic Outcomes/Evaluation: ➥ Program measurable outcomes ➥ Data collection procedures ➥ Evaluation activities ➥ Appropriateness of outcomes and measures	**15**
D. Budget: ➥ Reasonable and realistic program costs ➥ Availability of other resources ➥ Financial strength and sustainability ➥ Partial and reduced finding plans	**16**
TOTAL POSSIBLE POINTS:	**100**

~ END OF SECTION 6 ~

SECTION 7 - PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

7.1. PROPOSAL FORMAT

In order to provide each Applicant with an equal opportunity for consideration, adherence to a standardized Proposal format is required. Any Proposal submitted outside of the required format is cause for the Proposal to be rejected as non-responsive.

All Proposals: shall be submitted in 12 point Times New Roman font with one (1) inch margins; and shall contain the information and be organized as follows:

A. Part A. Cover Letter

Part A shall contain a Cover Letter which shall: (i) be a maximum of one (1) page; (ii) contain a brief listing of the composition of the collaboration, if applicable; (iii) respond to the requirements of this Solicitation; (iv) state the Applicant and any and all Partner Organizations, if applicable; and (v) state the City's funds requested by each Partner Organization.

B. Part B. Application

Part B shall contain the Application, attached hereto as Attachment A, and the Staffing Plan and Capabilities Chart, attached hereto as Attachment B, both of which shall be completed legibly and in their entirety.

C. Part C. Budget Table(s)

Part C shall contain: (i) one (1) budget table for this activity; and (ii) if applicable, one (1) budget table for each Partner Organization, and one (1) combined budget table of all Partner Organization(s). All budget tables shall be formatted to mirror that of the budget table attached hereto as Attachment C. Note that while the attached form is fillable, it does not have formulas to calculate totals. Submission of similarly formatted budgets in Excel format is acceptable.

D. Part D. Required Forms and Documents

Part D shall contain the following documents and forms, all of which shall be organized into subsections as follows:

I. Subsection 1.D. Collaborative Partnership Agreements

This subsection shall include collaborative partnership agreements for each Partner Organization (if applicable). Provide a copy of an executed agreement, which describes the roles and responsibilities of all parties under the agreement. If the Proposal does not include Partner Organizations, please indicate on one (1) sheet of paper.

II. Subsection 2.D. Board of Directors and Key Staff

This subsection shall include information pertaining to the board of directors and key staff of the Applicant, and of each Partner Organization (if applicable). Provide a list of board members, key staff, responsibilities and affiliations.

III. Subsection 3.D. Financial Information

This subsection shall include financial information pertaining to the Applicant, and to each Partner Organization (if applicable). Provide the following financial documents:

(a) The most recent audit or financial statement. If a recent audit or financial statement is not available, please provide the most recent IRS Form 990 tax return.

(b) One (1) copy of the current IRS determination letter indicating 501(c)(3) tax exempt status.

IV. Subsection 4.D. Public Relations Materials
This subsection shall include public relations material pertaining to the Applicant, and to each Partner Organization (if applicable). Provide one (1) copy of all existing public relations materials related to THIS activity.

V. Subsection 5.D. City Procurement Forms
This subsection: (i) pertains to the Applicant only; and (ii) shall include the following forms, attached hereto as Attachment D all of which shall be completed in their entirety, be signed by the Applicant, and be notarized (when applicable):

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose Form (Requires Notary)
- Conflict of Interest Certification Form (Requires Notary)
- Litigation and Lien Information Form
- Proposal Submission Certification Form (Requires Notary)

The failure by any Applicant to include any of the information hereinabove, in its Proposal, is cause for the Proposal to be rejected as non-responsive.

7.2. PROPOSAL SUBMISSION INSTRUCTIONS

All Proposals shall be submitted in accordance with and subject to the following:

A. All Proposals shall be submitted: (i) by the date and time specified in Section 3.1 of this Solicitation; and (ii) in a sealed envelope clearly labeled:

- RFP No. 2015-014
- FY16 Grant – Vocational Coaching

B. All Proposals shall include the following:

- Two complete (2) paper original Proposals (Parts A through D);
- 12 paper copies of Parts A, B and C of the Proposal; and
- One (1) identical electronic copy, on one (1) CD or flash drive, of either one of the complete original paper Proposals (Parts A through D).

C. Submitting Proposals by facsimile or e-mail is strictly prohibited and proposals submitted as such shall be rejected without consideration. The City assumes no responsibility for delays or errors in delivery; postmarking by the due date shall not substitute for actual receipt. Proposals submitted not in compliance with any of the above provisions shall be rejected as non-responsive.

~ END OF SECTION 7 ~

SECTION 8 - ATTACHMENTS

8.1. ATTACHMENTS

The following documents and forms are attached hereto:

A. **Attachment A:** Application

B. **Attachment B:** Staffing Plan and Capabilities Chart

C. **Attachment C:** Budget Table

D. **Attachment D:** City Procurement Forms

- Addendum and Amendment Acknowledgement Form
- Affidavit of Qualification to Propose Form (Requires Notary)
- Conflict of Interest Certification Form (Requires Notary)
- Litigation and Lien Information Form
- Proposal Submission Certification Form (Requires Notary)

~ END OF SECTION 8 ~

ATTACHMENT A

Application

City of Gaithersburg
Nonprofit Grant Application
Fiscal Year 2016 (July 1, 2015 - June 30, 2016)

Please select the activity this Application is addressing. *If applying for more than one activity area, a separate Application is needed for each one.*

- ◯ Emergency & Self-sufficiency Assistance
- ◯ Food and Nutrition Assistance
- ◯ Financial Wellness Education & Coaching
- ◯ Health & Mental Health Assistance
- ◯ Housing Stabilization for Families
- ◯ Housing Stabilization for Singles
- ◯ Vocational Coaching for Proficient & Non-proficient English Speakers
- ◯ Youth Mental Health Assistance

Organization: Collaborative proposals are strongly encouraged. If more than one organization is jointly applying for this grant, list the main/lead organization below and all other organizations in response to questions 8 and 9.

Organization Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Website URL: _____

Activity Name: _____

Name of Contact: _____

Title: _____

Phone Number: _____ FAX Number: _____

E-Mail: _____

Total Activity Budget: _____ Dollar Amount Being Requested: _____

Number of City* Households (unduplicated) to be Served: _____ **AND/OR** Number of City* Individuals (unduplicated) to be Served: _____

*Gaithersburg residents are defined as individuals who reside within the corporate limits of the City of Gaithersburg. Street addresses must be verified using the approved City of Gaithersburg Street Listing.

****

*We, the undersigned**, authorize the submission of this application to the City of Gaithersburg and confirm that the information contained herein is accurate and can be verified as such. We understand and agree that if the requested grant is awarded, the disbursement of grant funds will be subject to all grant conditions established in a contract executed by all parties.*

Executive Director's Name: _____ Board President's Name: _____

Executive Director's Signature: Board President's Signature:

_____ _____

Date: _____ Date: _____

**If the agency does not have an Executive Director, please provide the names, titles and signatures for the Board President and one additional Board Officer.

A. Have you ever received City of Gaithersburg funds before? ◯ Yes / ◯ No If "yes", for what and in what year?

B. Is your Activity required to comply with privacy regulations under HIPAA or otherwise? ◯ Yes / ◯ No

If "yes", then by signing this Application you understand and agree that you will be solely responsible for developing, implementing and obtaining from all of your clients a signed authorization that will enable you to use or disclose personal client information in order to obtain payment from your funders, in order to verify service utilization and for other operational purposes.

****

1. What is your agency's/organization's mission and experience in the area of service for which you are applying. Also, include mission and experience statements for each of your formal collaborators. (use additional sheets if more space is needed)

2. Detail the needed services your team will provide. Include a description of the target recipients, eligibility requirements, and the specific steps and time line for implementing the services. (space continued on next page)

Question #2 continued. Use additional sheets if more space is needed.

3. **Complete the staffing plan and capabilities chart attached.** Be sure to show defined roles and responsibilities and include collaborative partners and volunteers.

4. Specify your plan to recruit City of Gaithersburg residents and/or households into THIS activity. Include an overview and specific steps. (use additional sheets if more space is needed)

5. Specify how City of Gaithersburg dollars will be used (i.e. staff salaries, rent, supplies, etc.). Use additional sheets if more space is needed.

6. Describe how you will comply with the cultural competency requirement as described in the scope of services (use additional sheets if more space is needed).

7. List your proposed **specific measurable** outcomes and measures. Identify and describe the method to be used to evaluate this specific activity's outcome measures. Explain why each is an appropriate evaluation measure. Use additional sheets if more space is needed.

8. Collaborations: List all organizations that are collaborating with you on THIS activity.

Organization Name	Formal or Informal Collaboration

9. If the collaboration is "formal", will the organization(s) receive a portion of the contracted funds? If so, how much, and describe the details of the nature of the collaboration such as the services they will be providing. (use additional sheets if more space is needed)

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

Organization Name: _____ **Dollar Amount Being Requested:** _____

Details of the Collaboration

10. Program Location(s): Where and when will THIS activity be delivered? (use additional sheets if more space is needed)

Location	Hours and Days of Operation

11. Provide the estimated *unduplicated* count of total residents and/or households to be served by **THIS** City of Gaithersburg activity during FY16.

Number of City of Gaithersburg Residents: _____ AND/OR Number of City of Gaithersburg Households: _____

12. Specify how a reduction in City funds requested would affect **THIS** activity?

13. Does your organization have a regular representative attending the Gaithersburg Coalition of Providers quarterly meetings?

Yes / No

14. **Budget:** Using the format of the budget table (separate document), submit the budget for **THIS** entire activity. Please submit one budget table for the main/lead organization plus one budget table for each formal collaborative partner plus one combined budget table for all partners together. Please note that the "contract maintenance fee" if applicable for the main/lead organization, may not exceed 10%.

ATTACHMENT B

Staffing Plan and Capabilities Chart

Staffing Plan and Capabilities Chart

Agency/ Organization: _____

Use as many charts as necessary. Attach additional sheets if you need more space for "Capabilities/Qualifications" and/or "Funding Sources". If this chart is not applicable, please explain why:

Name	Specific Roles and Responsibilities	Capabilities/Qualifications (i.e. bilingual, professional licenses)	Paid (P), Paid Collaborative Partner (PCP) or Volunteer (V)	Number of Hours Devoted to this Activity at this Location/Total Number of Hours (i.e. 10/40)	Hourly Rate	List all Funding Source(s) & Number of Hours Paid For by Each Source

Agency/ Organization:

Name	Specific Roles and Responsibilities	Capabilities/Qualifications (i.e. bilingual, professional licenses)	Paid (P), Paid Collaborative Partner (PCP) or Volunteer (V)	Number of Hours Devoted to this Activity at this Location/Total Number of Hours (i.e. 10/40)	Hourly Rate	List all Funding Source(s) & Number of Hours Paid For by Each Source

ATTACHMENT C

Budget Table

Program Name:		Activity Name:		
Organization Name:		Date:		
EXPENSE CATEGORIES	**Activity Annualized Salary or Expenses**	**Amount Requested from City for Activity**	**Other Funds for Activity (e.g. Mont. Co., United Way) [1] List Contributors Below**	**Activity Total**
Personnel Expenses				
	$	$	$	$
	$	$	$	$
	$	$	$	$
Sub -Total Salaries:	$	$	$	$
Fringe Benefits (%):	$	$	$	$
Sub-Total Personnel Costs:	$	$	$	$
Operating Expenses				
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
	$	$	$	$
Sub-Total Operating Costs:	$	$	$	$
Total Costs (Personnel + Operating):	$	$	$	$
[2] Contract Maintenance Fee (%):	$	$	$	$
TOTAL (Total Costs + Contract Maintenance Fee):	$	$	$	$

[1] Financial Contributors to Activity:	
➥ **Example:** United Way	
Montgomery County	
Church of XXXXXX	

[2] If you are the main/lead organization responsible for administering the grant, you may may include a category called "contract maintenance fee", if applicable, not to exceed 10%.

EXAMPLE OF SALARY CALCULATIONS:
Program Manager is paid at an annual rate of $61,818 ($29.72/hr). Program considers 1,784 hours of the standard work year (2080 hrs.) as productive work hours (annual leave, sick leave, and holidays are considered non-productive hours). The time staff take for holidays/leave are paid via the fringe benefit account. To get the cost of each position, the pay rate is divided by 2080 and then multiplied 1784, the productive work hours.

Program vs. Activity:
Program = providing housing stabilization for homeless families and/or singles Activity = providing housing stabilization for **Gaithersburg** homeless families and/or singles
Program = providing emergency and supplemental food and nutrition assistance to Montgomery County families/individuals Activity = providing emergency and supplemental food and nutrition assistance to **City of Gaithersburg** residents
Program = providing health and mental health services to adults Activity = providing health and mental health services to **City of Gaithersburg** residents (adults)
Program = providing mental health services to youth Activity = providing mental health services to **City of Gaithersburg** residents (youth)
Program = providing emergency and self-sufficiency assistance to Montgomery County families/individuals Activity = providing emergency and self-sufficiency assistance to **City of Gaithersburg** residents
Program = providing financial wellness education and coaching to individuals/households Activity = providing financial wellness education and coaching to City of Gaithersburg residents/households
Program = providing vocational counseling to Proficient and non-Proficient English speakers Activity = providing vocational counseling to **City of Gaithersburg** Proficient and non-Proficient English speakers

ATTACHMENT D

City Procurement Forms

City of Gaithersburg

Addendum and Amendment Acknowledgment

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal.

Name of Entity: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

2. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

3. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

4. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

5. ☐ Addendum / ☐ Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Proposal.

_____ _____ _____

Signature Title Date

_____

Printed Name

City of Gaithersburg

Affidavit of Qualification to Propose

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors – indicate with "N/A"

I HEREBY AFFIRM THAT:

1. I am the _____ (*Title*) and the duly authorized representative of the entity _____ (*Name of Entity*) and that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

*2. The entity _____ is either a Maryland corporation or is a foreign corporation properly registered with the Maryland State Department of Assessments and Taxation, in compliance with the State of Maryland Code of Regulations, Title 21, State Procurement Regulations.

3. Except as described in Paragraph five (5) below, neither I nor the above entity, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of Maryland or any municipality, county, bi-county, or multi-county agency, or subdivision of the State of Maryland have been convicted of, or have pleaded nolo contendere to a charge of, or have, during the course of an official investigation or other proceeding, admitted in writing or under oath, acts of omissions which constitute bribery, attempted bribery, or conspiracy to bribe, whether or not in furtherance of obtaining a contract with a public body, under the provisions Md. Code Ann., State Finance and Procurement Article, §16-202 (1995 Repl. Vol.) and Article 27 of the Annotated Code of Maryland or under the laws of any local, state or the federal government (conduct prior to July 2, 1977 is not required to be reported).

4. List any conviction, plea, or admission described in paragraph three (3) above, with the date, court, official, or administrative body; the individuals involved and their position with the entity; and the sentence or disposition, if any. Otherwise, state "none" as appropriate.

_____

_____

5. Neither I nor the above entity, nor to the best of my knowledge an officer, partner, controlling stockholder or principal of the Offeror, or any other person substantially involved in the Offeror's contracting activities has: (1) been convicted under the laws of the State of Maryland, another state or the United States of: (i) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, except as provided in Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland; or (ii) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (2) been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state or the United States; (3) been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of proposals for public or private contracts; (4) been convicted of a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to private contract; (4) been convicted of a

violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland; (5) been convicted of a conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described herein; (6) been found civilly liable under an antitrust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of proposals for public or private contracts.

6. Offeror hereby declares that this Proposal is made without any connection or collusion with any person, entity or corporation making a Proposal for the same work; that pursuant to this affidavit; that the attached specifications and any drawings referred to herein have been carefully examined and are understood; that careful examination has been made as is necessary to become informed as to the character and extent of the work required; and, that if this Proposal is accepted, this Offeror will contract to do, for the price stated in the Proposal, all of the work described in the specifications, drawings and contract conditions.

7. I acknowledge that this affidavit is to be furnished to the City Manager or designee for the City of Gaithersburg, Maryland. I further acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Gaithersburg may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____

Signature Witness

_____

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

City of Gaithersburg

Proposal Submission Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Contact Person: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

PROPOSAL SUBMISSION CERTIFICATION

The response to Solicitation No. _____ as submitted includes this Proposal Submission Certification Form and the Affidavit of Qualification to Propose Form, Conflict of Interest Certification Form, and Litigation and Lien Information Form. I, the undersigned, hereby attest to the truth and completeness of the information and responses provided and certify that my entity has met the minimum selection criteria as outlined in the Solicitation document.

_____ _____

Signature Witness

_____

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

City of Gaithersburg

Offeror References

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal.

Name of Entity: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

OFFEROR REFERENCES

1. Organization Information

Name: _____

Address: _____

_____

Contact Name: _____ Phone #: _____

Description of Work: _____

_____

2. Organization Information

Name: _____

Address: _____

_____

Contact Name: _____ Phone #: _____

Description of Work: _____

_____

3. Organization Information

Name: _____

Address: _____

_____

Contact Name: _____ Phone #: _____

Description of Work: _____

_____

City of Gaithersburg

Conflict of Interest Certification

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

*Does not apply to individuals or sole proprietors – indicate with "N/A"

Name of Entity: _____

* Federal ID No: _____

Contact Person: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

(P) _____ (C) _____

Email Address: _____

Email Address: _____

CONFLICT OF INTEREST CERTIFICATION

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee, agent or elected official of the City of Gaithersburg, or member of a commission, board or corporation controlled or appointed by the Mayor and Council of the City of Gaithersburg has received or has been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration directly or indirectly related to this contract. Upon request by the City Manager or designee, or other authorized agent, as a prerequisite to payment pursuant to the terms of a contract awarded pursuant to this Proposal submission, will furnish to the City, under oath, answers to any interrogatories and comply with any request to review documents related to a possible conflict of interest as herein embodied.

I HEREBY CERTIFY, on behalf of _____ that no
Name of Entity
employee or agent of _____ is a member, employee,
Name of Entity
or elected official of the City of Gaithersburg of any agency, commission, or board of the City of Gaithersburg or is the spouse or any other relative of any of the foregoing. If unable to so certify, the details of any such relationship with the City of Gaithersburg are as follows:

_____

_____

_____

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

_____ _____

Signature Witness

_____

Date

NOTARY ATTESTATION

State of: _____

County of: _____

I hereby certify that on this _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for the State of _____ and County aforesaid, personally appeared _____, known to me to be the person whose name is subscribed to this instrument and acknowledged that same was executed for the purposes contained therein.

Witness my hand and Notarial seal: _____

My Commission expires: _____

Notary Public: _____

Printed Name

City of Gaithersburg

Litigation and Lien Information

Solicitation No. _____

Please complete this form in its entirety and include it with your Proposal. For the purpose of completing this form, "entity" means an individual, sole proprietor, partnership, corporation, limited liability corporation (LLC), company, or association.

Name of Entity: _____

Street Address: _____

_____

City, State & Zip Code: _____, _____ _____

Telephone Numbers: (P) _____ (F) _____

LITIGATION INFORMATION

Is your entity currently involved in any litigation or had a litigation claim(s) within the previous twenty-four (24) month period?

☐ Yes / ☐ No

If yes, please provide a detailed list including case number, jurisdiction, status and brief summary of such litigation.

Case Number	Jurisdiction	Status	Summary

LIENS

Does your entity have any outstanding mechanics liens?

☐ Yes / ☐ No

If yes, please explain: _____

_____

Does your entity have any outstanding tax liens?

☐ Yes / ☐ No:

If yes, please explain: _____

_____

_____ _____ _____

Signature Title Date

_____

Printed Name