



**CITY OF COLLEGE PARK, MARYLAND**

**REQUEST FOR PROPOSALS CP-17-13  
Employee Engagement Survey Consultant**

**Issued by:**

**City of College Park, Maryland  
4500 Knox Road  
College Park, MD 20740**

**Telephone: 240-487-3534**

**Issue Date: June 2, 2017**

**Submittal Due Date: June 23, 2017 at 2:00 p.m.**

**REQUEST FOR PROPOSALS CP-17-13**  
**Employee Engagement Survey Consultant**

**ADVERTISEMENT:**

The City of College Park, Maryland (“City”) requests sealed proposals from qualified consulting firms experienced in developing, conducting and analyzing employee engagement surveys. The City desires to contract with an experienced consulting firm to survey all employees and capture baseline data regarding employee engagement. The preferred proposal would provide a format and training so that City employees can conduct annual engagement surveys and track changes in future years.

Copies of the Request for Proposal (“RFP”) package, including a scope of work, submission requirements, and affidavits, may be downloaded from the City’s website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov). From the home page, click on the Government tab, then Bids & RFP’s. Requests for printed copies should be directed to the Human Resources Department, 4500 Knox Road, College Park, Maryland 20740, Monday- Friday 8:00 a.m.–4:30 p.m. (telephone 240-487-3533).

Proposals in response to this RFP must be submitted in hard copy in a sealed envelope, in accordance with the requirements specified in the RFP. Submissions should be marked **Employee Engagement, RFP CP-17-13** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, June 23, 2017 at 2:00 p.m.**

The City of College Park is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, genetic information, gender identity, disability, or any other legally-protected characteristic.

The City reserves the right to reject any and all proposals when determined to be in its best interest.

The contact person for this solicitation is Jill Clements, telephone 240-487-3534, e-mail: [jclements@collegeparkmd.gov](mailto:jclements@collegeparkmd.gov).

## **GENERAL INFORMATION**

The City of College Park, Maryland, requests proposals from experienced, professional human resources and employee engagement consultants to develop and conduct a comprehensive employee engagement survey, analyze results, and provide reports to the City Manager and for feedback to employee participants (“Project”). The City has never conducted an employee engagement survey.

Responses to this request are due by Friday, June 23, 2017 at 2:00 pm. The City anticipates the project commencing in late August, 2017.

## **PROJECT DESCRIPTION and BACKGROUND INFORMATION**

The City of College Park employs approximately 100 full-time people and a dozen part-time, not including contract police and elected officials. Those positions include 64 non-union titles and 16 union titles.

The project will be done in coordination with the Director of Human Resources, as Project Manager, and the Human Resources Generalist (collectively the HR Department). Whether or not an employee committee is formed to assist with the work will be determined based on discussions with the selected consultant.

## **PROPOSED SCOPE OF SERVICES**

The project is to develop and execute a valid, comprehensive employee engagement survey, analyze and report the results, and develop a work plan from the results.

Key tasks will be to:

1. Develop a communication plan to keep all staff informed throughout the entire project. Consultants will present a kickoff meeting and a wrap up meeting to all staff (at least three separate time slots).
2. Develop and conduct a confidential employee engagement survey that can be updated, conducted and evaluated on a recurring basis. The survey must be available both on line and on paper or telephonically in order to meet the needs of all our employees.
3. Analyze and provide data in useful detail to the City. The data would ideally be identifiable by department provided, however, that the survey shall be designed and conducted to maintain employee confidentiality.
4. Prepare written reports of results to the City Manager and Director of Human Resources.
5. Conduct oral presentations of results to 1) a senior leadership team, and 2) employee participants (at least 3 different time slots).
6. Develop recommendations and a work plan based on the data to improve employee engagement in the City.
7. Provide recommendations for on-going measurement and follow up.

## **SUBMISSION REQUIREMENTS**

Any Proposer shall bear all costs associated with or relating to the preparation and submission of its response including but not limited to preparation, copying, postage, delivery fees, and/or expenses associated with any demonstrations or presentations which may be required by the City or any other costs incurred in connection with or relating to its response.

1. Philosophy and Approach to Project – Describe how the Proposer will work with the City to develop and implement the Project. Outline in detail the steps and processes to be followed from inception to delivery of the Project, including the approach to conducting the survey and analyzing the data, and the statistical techniques to be used. Proposers should provide information that they are capable of providing all services necessary to develop, conduct and analyze the employee engagement survey. Describe how the Proposer will ensure the validity and reliability of the survey instrument, together with confidentiality, anonymity of participants, and data security. Describe how and to what degree your organization provides department-specific feedback for small departments. Indicate whether the survey is customizable and to what degree, and whether it can be administered in a language other than English. Describe any training to be provided.

2. Proposed Team – Describe how the project team will be assembled and indicate whether Proposer will utilize in-house staff or sub-contractors. List the individuals and/or firms that will be part of the Project Management Team. Provide resumes of key team members and information and qualifications of firms proposed, if any.

3. Employee Survey Experience- Provide examples of experience with projects of similar scope and character with emphasis on public sector projects with municipalities or other public institutions. Indicate your capabilities to benchmark within the local government sector. Demonstrate a proven track record of project delivery. Provide a sample of survey questions and provide an estimate of time required for an employee to complete the survey. Include examples of how your clients have used your survey to make organizational improvements.

4. Cost proposal - Provide a fee quote for delivery of the entire Project. Indicate all of the assumptions used in the preparation of this estimate. Include separate itemization and fees to be charged for ongoing support and consultation following the completed survey.

5. Information Regarding the Proposer Form (included in RFP)

6. City Required Non-Collusion and Non-Conviction, Non-Suspension and False Pretenses affidavits (included in RFP)

7. A projected implementation work plan and timeline.

## NO BID BOND IS REQUIRED IN CONNECTION WITH PROPOSAL SUBMITTAL.

The City of College Park is an Equal Opportunity Employer. Discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, genetic information, or physical characteristic is expressly prohibited. All materials submitted in response to this Request for Proposals will become the property of the City of College Park. The City agrees, to the extent permitted by law, to hold in strictest confidence all material and information belonging to the Proposer which it deems to contain confidential business or financial information. A Proposer including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Proposer does not want the information disclosed to the public or used by the City for other than evaluation purposes. The City agrees to keep information so marked as proprietary and confidential except as otherwise required by law. The City agrees to notify the Proposer if a request to review documents is received under the Maryland Public Information Act.

Proposals in response to this RFP must be submitted in hard copy (no electronic submittals accepted) in a sealed envelope containing the name and address of the Proposer, in accordance with the requirements specified in the RFP. Submissions should be marked **Employee Engagement Survey, RFP CP-17-13** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, June 23, 2017 at 2:00 p.m.**

## REVIEW OF QUALIFICATIONS

The City will review all submissions for responsiveness to this RFP. Individuals, firms or teams will be given consideration. The review will consider the experience of the individual, firm, or team; the experience of the individuals proposed to work on the project; work on similar projects; project references; and fee structure. The City will select the most qualified individuals, firms or team to be interviewed for the project. The City may request additional information and reserves the right to reject any or all proposals as is in its best interest. Prior to awarding the contract, the City may conduct interviews with selected Proposers.

## AWARD OF CONTRACT

Proposers may bid only on the entire contract. In determining which proposal is best, the City will take into consideration the price and the experience, qualifications, references, responsibility and current availability of the Proposer to perform the work. The City reserves the right to exercise its sole discretion to best serve the interests of the City. Except where the City exercised the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City.

The successful Proposer shall be required to execute a contract in a form satisfactory to the City, in substantially the same form as attached. The City of College Park reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability on the

part of the City.

## **EXECUTION OF THE CONTRACT**

The successful Proposer must execute the Contract within ten business days after the award and submit such other Documents as required by the Contract Documents and insurance certificates. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the successful Proposer shall fail to execute the contract, the award may be annulled and the contract awarded to the second-highest rated responsible proposer, and such proposer shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City may reject all of the proposals, as its interest may require.

A Proposer may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

## **INVITATIONS TO SUBMIT PROPOSALS AS A COURTESY**

This invitation to submit a proposal may be sent as a courtesy to known interested parties. The receipt of this RFP from the City in no way implies that the recipient is a qualified proposer.

## **INTERPRETATIONS**

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing by Friday, June 9, 2017 at 5:00 pm to Jill Clements, Director of Human Resources, [jclements@collegeparkmd.gov](mailto:jclements@collegeparkmd.gov). The written responses, including any changes to the RFP, become part of the Contract Documents and will be posted on the City website as an addendum by Tuesday, June 13, 2017 at 5:00 pm. It is the responsibility of each proposer to visit the City's website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov) under Government, Bids & RFP's, to obtain any addenda or other information regarding the RFP.

## **CONTRACT TERM**

Work under the contract shall begin on or before August 15, 2017. The date upon which all deliverables under the contract are due shall be determined as part of the proposal process, but the anticipated period for all deliverables is on or before November 15, 2017.

## **MODIFICATION OF PROPOSAL DOCUMENTS**

The right is reserved, as the interests of the City may require, to revise or amend proposal specifications prior to the date set for opening proposals and to postpone the date set for opening proposals. Such revisions, amendments and/or postponements will be posted on the City's website.

## **OTHER REQUIREMENTS AND INFORMATION**

### *Liability*

The selected consultant agrees to hold harmless the City of College Park from any and all claims and liability due to the activity of the selected consultant, its subcontractors, agents or employees in the execution of the contract.

### *Insurance*

The selected consultant shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of combined single limit of \$1,000,000 for each occurrence/aggregate) and automobile fleet coverage (combined single limit of \$1,000,000 for each occurrence/aggregate) in addition to a professional errors and omissions policy with limits of not less than \$1,000,000 for each occurrence/aggregate. The selected consultant shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the selected consultant, its agents, servants and employees, or to other causes.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance. The selected consultant shall provide a Certificate of Insurance and additional insured endorsement to the City within ten business days after the award of the contract. The Certificate and endorsement shall demonstrate that the selected consultant has complied with the requirements of this section and be in a form acceptable to the City.

### *General*

It shall be the exclusive obligation of the selected consultant to conform to the terms of the proposal submitted to and approved by the City.

### *Billing*

Invoices shall be submitted monthly, documenting hours worked and describing work performed.

### *Required Certification*

When submitting a proposal, the Proposer certifies for covered contracts as defined in the City Code:

1. Current compliance with the conditions of § 69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
2. Compliance with the conditions of § 69-6 at time of contract award; or

3. Compliance with the conditions of § 69-6 is not required because of allowable exemption; and
4. For all contracts, that the Proposalder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

*Project Manager:*

Jill Clements, Director of Human Resources  
4500 Knox Rd  
College Park, MD 20740  
[jclements@collegeparkmd.gov](mailto:jclements@collegeparkmd.gov)  
240-487-3534

**SPECIAL TERMS AND CONDITIONS:**

- A. Failure to properly and completely provide the information requested may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Proposer shall execute a contract for the above stated compensation.

**TO BE SUBMITTED WITH PROPOSAL**

**Non-Collusion Affidavit**

\_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the

\_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of \_\_\_\_\_,  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Proposal; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

\_\_\_\_\_(SEAL)

To be signed by Proposer, if the Proposer is an Individual; or by a Partner, if the Proposer is a Partnership; or by a duly authorized Officer, if the Proposer is a Corporation.

**TO BE SUBMITTED WITH PROPOSAL**

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES**

I hereby affirm that:

1. I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business 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, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business 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, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business 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, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.
6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best

of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

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

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Date

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Signature

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Printed Name

**REQUEST FOR PROPOSAL CP-17-13**

**TO BE SUBMITTED WITH PROPOSAL**

INFORMATION REGARDING THE PROPOSER

City of College Park

1. Name of Proposer \_\_\_\_\_

(Individual /Firm/Corporation)

Place of Business of Proposer \_\_\_\_\_

Telephone Number (      ) \_\_\_\_\_

2. Is the business incorporated?                      \_\_\_\_\_ Yes                      \_\_\_\_\_ No

Non-Corporation Business

3. If response to item # 2 above is No, list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporate Business Entities Please answer items 4 and 5.

4. List all officers of the corporation, and their business address.

<u>Name</u>	<u>Office</u>	<u>Business address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. List the members of the current Board of Directors, and their business address.

<u>Name</u>	<u>Business Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

6. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Project.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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7. Proposers will answer the following questions: (The word “you” refers any individual, partnership, partner and/or corporation and its’ officers.)

a. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If yes, state where and why \_\_\_\_\_

b. Have you ever been affiliated with some other organization that failed to complete a contract? \_\_\_\_\_  
If yes, state name of individual and reason therefore. \_\_\_\_\_  
\_\_\_\_\_

c. With what other businesses are you affiliated? \_\_\_\_\_

d. Please list all persons who will supervise the work under the Contract? \_\_\_\_\_  
\_\_\_\_\_

e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate.  
\_\_\_\_\_  
\_\_\_\_\_

f. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Provide telephone number(s) for 24 hour a day emergency contact. \_\_\_\_\_  
\_\_\_\_\_

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h. Identify all subcontractors, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Proposer

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

CITY OF COLLEGE PARK  
SAMPLE CONSULTANT AGREEMENT  
EMPLOYEE ENGAGEMENT SURVEY CP-17-13

**THIS CONSULTANT AGREEMENT** (the “Agreement”) is made this \_\_\_\_day of \_\_\_\_\_, 2017, by and between the CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and \_\_\_\_\_ hereinafter referred to as “Consultant,” whose address is \_\_\_\_\_.

**WHEREAS**, Consultant desires to assist the City in developing, conducting and analyzing an employee engagement survey, and providing recommendations and a work plan based on the data to improve employee engagement in the City.

**WHEREAS**, the City desires that Consultant provide such services.

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

1. **Appointment**. The City hereby engages Consultant, as an independent professional consultant and not as an agent or employee of the City, to provide employee engagement consulting services and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services**. Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in

accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

The project is to develop and execute a valid, comprehensive employee engagement survey, analyze and report the results, develop a work plan from the results and train City staff to update, conduct and evaluate the survey. Key tasks will be to:

1. Develop a communication plan to keep all staff informed throughout the entire project. Consultants will present a kickoff meeting and a wrap up meeting to all staff (at least three separate time slots).
2. Develop and conduct a confidential employee engagement survey that can be updated, conducted and evaluated by trained in-house staff. Train specified staff in the methodology used to maintain the system and evaluate the responses. The survey must be available both on line and on paper or telephonically in order to meet the needs of all our employees.
3. Analyze and provide data in useful detail to the City. The data would ideally be identifiable by department provided, however, that the survey shall be designed and conducted to maintain employee confidentiality.
4. Prepare written reports of results to the City Manager.
5. Conduct oral presentations of results to 1) a senior leadership team, and 2) employee participants (at least 3 different time slots).
6. Develop recommendations and a work plan based on the data to improve employee engagement in the City.
7. Provide recommendations for on-going measurement and follow up.

**3. Dates of Work.** The Consultant agrees to commence work on or before August 15, 2017 and shall complete all contract work on or before November 15, 2017. All work shall be performed pursuant to a work schedule submitted by the Consultant. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

**4. Contract Price.** The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed \_\_\_\_\_, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Additional services

related to this project shall be provided by the Consultant on an as- needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by the cost proposal or as otherwise agreed by the parties.

Invoices for payment of services may be submitted on a monthly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City.

Invoices will be paid after approval. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

City Request for Proposal  
Proposal forms submitted by Consultant and attachments thereto;  
Required affidavits and certifications;  
Schedule of Work

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent Consultant of the City, is responsible

for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City of College Park as an additional insured and provide an additional insured endorsement with the exception of workers' compensation and professional errors and omissions.

Comprehensive General Liability Insurance

Combined single liability limit of \$1,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.

Automobile Liability Coverage

Combined single liability limit of \$1,000,000 per occurrence/aggregate

Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance.

All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Copies of the certificates of insurance and additional insured endorsement for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

**8. Indemnification.** The Consultant shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

**9. Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

**10. Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

**11. Subcontracting.** The Consultant may not subcontract any work required under this Agreement without the consent of the City. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers

and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

**12. Accurate Information.** The Consultant certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the proposal and terminate this Agreement.

**13. Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

**14. Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

**15. No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

**16. Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other

equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

**17. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

**18. Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**19. Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

FOR THE CITY:  
Scott Somers, City Manager  
City of College Park

4500 Knox Road  
College Park, MD 20740

FOR THE CONSULTANT

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

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

21. **Enforcement Provisions.** The failure of the City or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State Of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Set-Off.** In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant

against any compensation due the Consultant from the City.

**25. Materials.**

A. Materials produced under this Contract shall be considered Official Products of Work, owned by the City of College Park. With permission from the City the Consultant may share/use these Products with other existing and future clients.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used in the fulfillment of this Contract, remain the property of their authors or owners. Subsequent use of such materials by the City shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in documents that may be given to the Consultant for review remain the property of the City and may not be duplicated or distributed or otherwise published without the express consent of the City. Material provided to the Consultant for review shall be returned to the City upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Contract are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the City. Any copies of such records made during performance of this Contract shall be returned to the City upon the expiration of the Contract.

**26. Non Discrimination.**

The Consultant certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

**27. Equal Benefits.**

A. Consultant must comply with the applicable provisions of § 69-6 of the City Code. If this Agreement is a covered contract, the Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new proposal, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.

C. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Scott Somers, City Manager

WITNESS:

\_\_\_\_\_

CONSULTANT

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

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney