



CITY OF COLLEGE PARK, MARYLAND

**REQUEST FOR QUALIFICATIONS CP-17-05
Real Estate Development Consulting Services**

Issued by:

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

Telephone: 240-487-3538

**Issue Date: August 10, 2016
Submittal Due Date: August 30, 2016 at 4:00 p.m.**

CITY OF COLLEGE PARK, MARYLAND
Request for Qualifications CP-17-05
Real Estate Development Consulting Services

Introduction

The City of College Park, Maryland (the “City”) is seeking sealed-bid proposals from interested and qualified real estate consulting firms or individuals to provide professional advice and assistance on an “as requested” task basis with respect to a range of activities in which the City may participate, including, but not limited to, the evaluation of city assets, acquisition or sale of real property, project feasibility, cost/benefit analysis, public/private partnerships and financing strategies.

City Contact: Ms. Terry Schum, Director of Planning
CITY OF COLLEGE PARK
4500 Knox Road
College Park, MD 20740
Telephone: 240-487-3538
E-mail: tschum@collegeparkmd.gov

Background

The City has approximately 32,000 residents and is home to the University of Maryland with over 27,000 undergraduate students and 9,000 graduate students. New development is occurring citywide but most prominently along the U.S. Route 1(Baltimore Avenue) corridor and near the College Park Metro station. Over \$600 million worth of development is planned or under construction, mostly in the form of mixed-use projects. The University of Maryland has plans for a new off-campus Innovation District to help commercialize the knowledge-based technology taking place on campus. Construction on the Purple Line light rail system will soon begin with 5 stations located in or near the City. The City and University are working together to redevelop a key block in the Downtown area including a new City Hall building and to renovate a nearby city-owned facility for public use. The possible selection of the Greenbelt Station area for the relocation and consolidation of a new FBI headquarters has generated additional interest in all areas of the City.

The City is seeking to retain one or more real estate consulting firms in order to have access to expertise and services on an as-needed basis in relation to the disposition and development of city-owned property as well as other real estate issues and opportunities as they may arise.

Scope of Work

The following is a list of general consultant services that the City is seeking:

1. Assist in economic development and project planning including establishing goals, strategies and implementation budgets.
2. Conduct feasibility analyses for proposed development projects.

3. Develop, study and evaluate project related alternatives, including deal structuring, innovative financing, phasing, risk mitigation, and use of fee developers versus other providers.
4. Provide financial analyses including cost benefit analyses, and rates of return on investments.
5. Assist in valuation of real estate, existing conditions assessment and market analysis.
6. Assist with project meetings, report preparation and other documentation.
7. Engage in development negotiations including review and assessment of real estate proposals.
8. Assist with possible RFPs for developer-related services.
9. Present to community groups and City decision makers.
10. Provide related assistance as needed.

Familiarity with MEDCO and other financing vehicles is a plus, as is prior experience with local government, public private partnership, and joint development. The City may seek assistance with all or some of the work described herein on a task basis. Unit and hourly pricing shall not be increased or decreased regardless of changes in quantity and task based costs shall be based solely on the unit and hourly price quotations.

Invitation to Bid as a Courtesy

This invitation to bid may be sent as a courtesy to known interested parties. The receipt of this request for qualifications from the City of College Park in no way implies that the recipient is a qualified bidder.

Award of Contract

The successful bidder or bidders will be selected by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration the cost as well as the experience, qualifications, references, responsibility, and approach of the respondent. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

The successful bidder shall be required to execute a contract in substantially the form 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 bidder must execute a Contract within ten business days after the award and submit such other Documents as required by the Contract Documents, including insurance certificates and additional insured endorsements. 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 bidder shall fail to execute the contract as herein provided, the award may be annulled and the contract awarded to the second lowest responsive, responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City of College Park may reject all of the bids, as its interest may require.

A bidder 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 may not be considered on any given Contract, and may be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

Modification of Request for Qualifications

The right is reserved, as the interests of the City may require, to revise or amend the Request for Qualifications prior to the date set for opening bids and/or to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which will be posted on the City's website at www.collegeparkmd.gov under the "Government" tab on the homepage, then click "Bids and RFPs".

Other Requirements and Information

- **Liability**

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

- **Insurance**

Additional costs associated with the following insurance requirements may be included in the cost proposal.

The successful bidder 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 \$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate). The successful bidder 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 successful bidder, 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 and shall provide an additional insured endorsement.

The successful bidder shall provide a Certificate of Insurance to the City within ten (10) business days after the award of the Contract and prior to beginning work. The Certificate shall demonstrate that the successful Bidder 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 successful Bidder to comply with the terms of the proposal submitted to and approved by the City.

- **Billing**

Invoices shall be submitted monthly, or as otherwise agreed by the parties, and must be accompanied by any other documentation required by the City.

- **Non Discrimination**

The City of College Park is an Equal Opportunity Employer. Discrimination based on 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 is expressly prohibited. The successful bidder must certify 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. The successful bidder will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to 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.

- **Equal Benefits**

The successful bidder must comply with the applicable provisions of § 69-6 of the City Code. The successful bidder 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. Upon request, the successful bidder shall provide evidence of compliance with the provisions of § 69-6 of the City Code. The failure of the successful bidder to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

Submittal Requirements

To be considered for this contract, the respondent must submit the following information:

- Letter of interest – include a statement referencing experience managing similar projects.
- Resume(s) of key personnel and, if applicable, summary of firm qualifications.

- A schedule of hourly rates for all personnel to be utilized.
- References (minimum of three, of which at least two must be professional, government-related preferred).
- Information Regarding the Bidder.
- Required affidavits.

NO BID BOND IS REQUIRED IN CONNECTION WITH BID SUBMITTAL.

Bidders may submit bids in a sealed envelope containing the Bidder's name and address, marked **Real Estate Development Consulting Services, RFP CP-17-05** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than Tuesday, August 30, 2016 at 4:00 p.m. or via e-mail to tschum@collegeparkmd.gov with the same submittal deadline.

TO BE SUBMITTED WITH BID

CP-17-05
INFORMATION REGARDING THE BIDDER (2 PAGES)

1 .Name: _____
 Individual/partnership/corporation

Address: _____

Phone: _____

E-mail Address: _____

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

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

3. 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.

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

Dated this _____ day of _____, 2016.

Name of Company/Individual

By: _____

TO BE SUBMITTED WITH BID

**RFQ CP-17-05
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 Bid; 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 Bid 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 Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid 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 Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

RFQ CP-17-05
CERTIFICATE OF NON-SUSPENSION

I, _____, do hereby certify
that _____ has not been suspended or
(Name of Consultant)

barred from participation in contract activities with any government.

Signature

Title

Date

RFQ CP-17-05
AFFIDAVIT OF NON-CONVICTION

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 6 below, neither I nor the above firm 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 6 below, neither I nor the above firm 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 6 below, neither I nor the above firm 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 6 below, neither I nor the above firm 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 debarred or suspended under this subtitle
- (6) State “none” or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, 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 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 do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

CITY OF COLLEGE PARK
Request for Qualifications CP-17-05
Real Estate Development Consulting Services
Sample Consultant Agreement

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective this _____ day of _____, 2016, 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 provide to the City economic and financing analysis, real estate evaluation and consulting, and development strategy on an as requested basis; and

WHEREAS, the City desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the forgoing, 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 contractor and not as an agent or employee of the City, to provide economic and financing analysis, real estate evaluation and consulting, and development strategy on an as requested basis 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. Consultant services included as part of this Agreement will include, upon request of the City, provision of advisory services with respect to the following:

11. Assist in economic development and project planning including establishing goals, strategies and implementation budgets.
12. Conduct feasibility analyses for proposed development projects.
13. Develop, study and evaluate project related alternatives, including deal structuring, innovative financing , phasing, risk mitigation, and use of fee developers versus other providers.
14. Provide financial analyses including cost benefit analyses, and rates of return on investments.
15. Assist in valuation of real estate, existing conditions assessment and market analysis.
16. Assist with project meetings, report preparation and other documentation.
17. Engage in development negotiations including review and assessment of real estate proposals.
18. Assist with possible RFPs for developer related services.
19. Present to community groups and City decision makers.
20. Provide related assistance as needed.

All services shall be described in a per task scope of work approved by the City describing the services and a not to exceed cost therefor based on hourly rates stated in this Agreement.

3. Term. The term of this Agreement is three years from the effective date. All work shall be performed at the request of the City. It is understood by the parties hereto that time is of the essence in the completion of the approved services under this contract.

4. Contract Price. The City agrees to pay the Consultant, as consideration for the Consultant’s satisfactory performance of specific tasks approved by the City, based on the following hourly rates, which shall be effective during the entire contract term:

Principal	\$_____
Analyst	\$_____
Research	\$_____
Clerical	\$_____

The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre-approved by the City.

All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc., may be billed to the City as reimbursable expenses, at cost. Consultant must notify the City prior to incurring them if reimbursable costs are expected to exceed \$100.00 per task. The City shall pay the Consultant for approved tasks and expense reimbursement on a monthly basis subject to receipt and approval of an invoice by the City's Finance Director. All services related to this Agreement will be provided by the Consultant on an as-requested basis as directed by the City in writing. Such services shall be billed to the City at hourly rates referenced herein.

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

- Required affidavits and certifications
- Approved task scope of work
- Certificate(s) of Insurance and additional insured endorsement

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 obligations under this Agreement except as set out herein.

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 contractor 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 contractor 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, professional errors and omissions insurance, automobile and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers Compensation, Consultant will name the City of College Park as an additional insured with an additional insured endorsement.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage Automobile insurance for personal injury and property damage each occurrence/ aggregate \$250,000/\$500,000

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

of Workers' Compensation insurance, if applicable. The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement. The City shall be provided with thirty days prior notice of changes that would reduce the coverage available. 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 contract, 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.

11. **Subcontracting.** The Consultant may not subcontract any work approved 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 subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the City to 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
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. Materials.

· A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the City of College Park.

· B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used by Consultant in the fulfillment of this Agreement, 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 owner. 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 Agreement 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 and sub-contractors, 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 Agreement shall be returned to the City upon the expiration of the Agreement.

25. Non-Discrimination. The Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions. Upon request, the Consultant shall provide evidence of compliance with the

provisions of § 69-6 of the City Code. 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: _____
Printed Name: _____
Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney