



## **CITY OF COLLEGE PARK, MARYLAND**

**Request for Proposals CP-17-03  
Consulting Services - Public Safety and Police Services Study**

# **Bid Documents**

**Issued by:**

City of College Park, Maryland  
Department of Public Services  
4601-A Calvert Road  
College Park, MD 20740  
Telephone: 240-487-3570  
FAX: 301-864-7965

**RFP Issue Date: Thursday, August 18, 2016  
Pre-proposal Meeting: Wednesday, August 31, 2016 at 2:00 p.m.  
Proposal Due Date: Monday, September 26, 2016 at 2:00 p.m.**

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Bid Proposals CP-17-03**  
**Consulting Services – Public Safety and Police Services Study**

The City of College Park, Maryland, requests sealed bid proposals from qualified and experienced professionals for the preparation of a police services assessment and identification of alternative measures to improve the effectiveness and efficiency of citywide public safety and police services.

Copies of the Request for Proposals (“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 and RFPs”. Requests for printed copies should be directed to the Finance Department, 4500 Knox Road, College Park, Maryland 20740, Monday-Friday 8:00 a.m.–5:00 p.m. (telephone 240-487-3509, select Option 1).

Proposals in response to this RFP must be submitted in hard copy in a sealed envelope containing the Bidder’s name and address, in accordance with the requirements specified in the RFP. Submissions should be marked **Public Safety and Police Services Study, RFP CP-17-03** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Monday, September 26, 2016 at 2:00 p.m.**, at which time the bids will be opened and publicly read. No bid bond is required to be submitted with this proposal.

A pre-proposal meeting for interested bidders will be held on **Wednesday, August 31, 2016 at 2:00 p.m.** in the Council Chambers, College Park City Hall, 4500 Knox Road, College Park, Maryland. Free parking passes for the pre-proposal meeting are available from the cashier windows in the City Hall lobby. While attendance at the pre-proposal meeting is not mandatory, this is the potential bidder’s opportunity to raise questions or issues of concern regarding the services required by the City.

The City of College Park, Maryland 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, or political affiliation is expressly prohibited.

The City reserves the right to reject any and all proposals based on the best interests of the City. The contact person for this contract is Robert W. Ryan, Director of Public Services, telephone 240-487-3570; FAX 301-864-7965; e-mail: [bryan@collegeparkmd.gov](mailto:bryan@collegeparkmd.gov).

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Bid Proposals CP-17-03**  
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**BACKGROUND**

The City of College Park is located in the northwest portion of Prince George’s County, Maryland. The City encompasses approximately five square miles with an estimated population of 32,000. The University of Maryland College Park campus is located within the corporate limits of the City. Exclusive of University of Maryland facilities, City housing stock consists of approximately 4,500 single-family units and approximately 2,700 multi-family units. An additional 1,200 units of housing development is approved or planned. There are six (6) existing retail centers in the City, consisting of more than 200 stores and comprising approximately one million square feet of space. Existing office centers total approximately three million square feet of space with another two million square feet approved for development. There are two public elementary schools and four private schools located within the City limits.

The City of College Park is the home of the University of Maryland, the flagship campus of the University System of Maryland. The fall 2017 enrollment at University of Maryland includes 27,108 undergraduate students and 9,332 graduate students. The University is a primary economic engine in Prince George’s County and employed 13,791 faculty and staff in fall 2016. The total FY2016 budget for University of Maryland was \$1.96 billion, with Division I NCAA athletic teams, and a major performing arts center. There are days when combined campus events may draw as many as 100,000 people to the campus and City.

Citywide police services are primarily provided by the Prince George’s County Police Department (PGPD) divided into seven districts countywide. College Park is located in District I (Hyattsville), District I encompasses approximately 40 square miles.

In 2004, the City of College Park and Prince George’s County entered into a Police Services Memorandum of Understanding (MOU), establishing a contract police program for the City. A pool of PGPD officers are currently working part-time for the City under this MOU. They are funded to work an equivalent of 8.98 full time employees (FTEs) in fiscal year 2017. These contract police officers are paid directly by the City. The City does not provide vehicles to the contract police officers, but reimburses Prince George’s County for mileage used. These contract police services are designed to supplement the regular police services provided by Prince George’s County. The program is under the control and direction of the Director of Public Services, but is managed on a day-to-day basis by a Prince George’s County Police Lieutenant, working part-time.

In addition, two full time officers work for the City under a 2008 agreement with PGPD. These officers work ten hours per day, four days per week, alternating day and night shifts and are selected and supervised by PGPD District One.

The contract police program, which is staffed by the two full time PGPD officers and 8.98 FTE of part time officers, is intended to provide supplemental police services in the City, including routine patrol of City neighborhoods, focused target area police service and the capability for special police services unique to the College Park community, such as code enforcement support. Such services are intended to be supplemental, and not in place of, regular police services provided by Prince George's County. However, if a contract officer is the closest police officer to a priority call, the contract officer will respond as well as the regular shift beat officer.

The City also receives police services, in defined areas of concurrent jurisdiction, from the University of Maryland Department of Public Safety–Police Division, Maryland-National Capital Park Police, the Maryland State Police, the Maryland Natural Resources Police and the Metro Transit Police. Security services are routinely provided on-site by the U. S. Federal Protective Services on federal property. The Prince George's County Sheriff's Department provides certain police-type functions such as fugitive recovery as well.

The City has installed 54 fixed (CCTV) and Pan/Tilt/Zoom (PTZ) cameras and 14 license plate recognition (LPR) cameras in selected areas of the City. Of these, 27 PTZ and 13 of the LPR cameras are monitored by the UMD Police. The remainder store data on a City server, or on-site and accessible via the internet.

The City does not maintain a 24/7 operations center or call center. Prince George's County Public Safety Communications functions as the primary PSAP. City Public Services code enforcement officers do, however, answer a code enforcement hotline 24/7/365, to receive complaints of violations of City Code. Certain violations, such as noise and loud parties, routinely occur during non-business hours.

In November 2005, the City municipal election included an advisory ballot question, which read as follows: "Should the next City Council consider options for increased citywide policing which may include estimated initial cost on average of \$40 per month (\$480/yr for FY06) per household?" This question lost in three of four election districts of the City, but won overall by a total vote of 51% "for" and 49% "opposed". This Public Safety and Police Services Study should consider this past advisory ballot question and evaluate the effectiveness and efficiency of the City's contract police program as it has evolved since the police services study was conducted in 2007.

## **OVERVIEW OF REQUEST FOR BID PROPOSALS**

The City of College Park, Maryland requests sealed bid proposals from qualified and experienced police services consulting professionals for the preparation and delivery of a study and report which will fully analyze the current level of public safety and police services in the City of College Park from all law enforcement agencies, and other City programs such as security cameras, and will identify all potential alternatives which would improve the effectiveness and efficiency of public safety and police services citywide. The project will consist of a preliminary analysis phase and a final report phase.

## **PROPOSED SCHEDULE**

The anticipated schedule for this project is as follows:

### **CITY OF COLLEGE PARK PROCESS:**

RFP issue date	August 18, 2016
Pre-proposal meeting (attendance not mandatory)	August 31, 2016 at 2:00 p.m.
Proposal due date	September 26, 2006 at 2:00 p.m.
Mayor and Council contract award	October 25, 2016
Contract execution	October 31, 2016

### **SUCCESSFUL BIDDER PROCESS:**

Start analysis	November 1, 2016
Submit written report	May 8, 2017
Present report to Mayor/Council at worksession	May 16, 2017

## **SCOPE OF WORK**

The City requests an analysis of the adequacy of police services currently provided within the City and recommendations of alternatives, from improving current contract and concurrent jurisdiction services, up to and including the establishment of a municipal police department, by which these services can be enhanced.

In addition, this study shall:

1. Assess the effectiveness of the City's investment in security camera systems. These systems are to be evaluated for effective return on investment for crime prevention and case closure.
2. Identify potential means to improve crime prevention and public perception of safety.
3. Determine the potential use of the Prince George's County Public Safety Communications (9-1-1) call center or other options to mobilize City emergency response during City non-business hours.

The analysis shall include estimated related costs and infrastructure needs. Elements of this analysis shall include, but not be limited to, the following:

### **A. Statistical Analysis**

1. Part I and Part II Crime Statistics - An analysis of Part I and Part II crime statistics for the City on a per-capita basis over the last five years and a comparison of these statistics to other communities in the Washington metropolitan area. Criteria for selecting comparable communities should be specified. Statistics for all police agencies providing service to the City shall be included. PGPD District I statistics shall be included for services within City limits.
2. Calls for Service - An analysis of the calls for service within the City over the past five years and a comparison of these statistics to other communities in the Washington metro-

politan area. Criteria for selecting comparable communities should be specified. Use of joint agency data compiled by UMPD for the CMAST project should form the baseline for this analysis. In addition, data from other public safety agencies which serve the City should be assessed. The bidder should demonstrate capability to perform scientific statistical sampling to report and assess this data. Statistics for all police agencies providing service to the City shall be included. PGPD District I statistics shall be included for services within City limits. Data shall be categorized to include emergency and non-emergency service, and self-initiated calls.

3. Response Times - An analysis of response times for the City over the past five years and a comparison of these statistics to other communities in the Washington metropolitan area. Criteria for selecting comparable communities should be specified. Should this information be unobtainable, bidder should demonstrate capability to perform scientific statistical sampling to report and project this performance. Statistics for all police agencies providing service to the City shall be included. PGPD District I statistics shall be included for services within City limits.

## **B. Community Attitudes**

1. Citizen Perspectives - An analysis of citizen perspectives by a scientifically valid random survey or face-to-face focus groups concerning public safety within the City, including citizen perspectives as to how police services could be improved and enhanced, and citizen feelings of safety living in the City. Other perspectives may be a part of this survey as well. Also, any available past members of the City's Neighborhood Watch Steering Committee and College Park Neighborhood Watch coordinators, and past members of the Committee to Improve Police Services, which were citizen committees concerned with public safety issues in the City, should be interviewed regarding public safety in the community. The results of past resident surveys pertaining to public safety shall be included in this assessment. Identify potential means to improve public perception of safety.
2. Merchant Perspectives - An analysis of merchant perspectives by a scientifically valid random survey or face-to-face focus groups concerning public safety within the City, including merchant perspectives as to how police services could be improved and enhanced and the merchants' beliefs concerning the security of their business establishment in the City. In addition to the Downtown College Park Management Authority (DCPMA), other business districts shall be evaluated separately and in total. Identify potential means to improve crime prevention and merchant perception of safety
3. Community Demographics - An analysis of community demographics, especially predictable change for the near-term future. For example, condensed housing development may have led to more calls for service than stand-alone residences. Elementary school population trends can predict the number of secondary school students in the future. Criminology assessments have identified that the number of males in an age 15 to 25 cohort are directly related to the number of future crimes. The significance of this and similar demographics in a college town should be determined by the bidder.

## C. Program Review

1. Resource Allocation - A comprehensive analysis of the allocation of police resources as deployed by all agencies in the City as well as cost effectiveness of the City's security camera program with respect to crime prevention and case closure. This analysis should include an examination of county-wide prioritization policies as they affect deployment of police resources assigned to the City and areas contiguous to the City. A statistical analysis of allocation per patrol cars assigned to the City, including, but not limited to, a statistically significant sample of calls for service categorized by response location, time of day, and duration of calls by patrol cars assigned to patrol beats which include the City on calls outside the City limits shall be included. Recommendations should be provided as to whether any adjustment to the number or deployment of City contract police officers or the security camera system is warranted and what the cost implications of such adjustments would be for each potential alternative for enhancing police services and ways in which to improve crime prevention.
2. Evaluation Criteria - Development of recommendations and objective criteria by which the City should evaluate the provision of police services in the City on an ongoing basis.
3. Adequacy of Service - An analysis of the adequacy of police services within the City and recommendations as to how the provision of police services can be improved and what costs would be incurred to implement these improvements. As part of this analysis, the City's contract police program should be evaluated to determine what improvements can be made to this program. The analysis should identify community expectations, especially for any proposed new municipal police force, or significant increase in the City contract police officer program, which would directly affect required resources.
4. Structural Change - An analysis of whether any structural change should occur in the provision of police and any overlapping services, such as City Code Enforcement services within the City and an analysis of the costs associated with implementing such a change. The analysis should identify community expectations which would directly affect the resources needed for such a change.
5. Special Programs/Events - An analysis of special programs and police resources allocated within the City for such special assignments as crime prevention, traffic enforcement, civil disorder and sports events task force/joint operations, "party patrol" task force operations, police/code enforcement joint operations and recommendations as to how these programs can be improved and enhanced. The analysis shall also identify preparedness of community/police resources for significant, predictable, critical events including credible catastrophic events in the national capital region. The analysis should identify community expectations, especially for any proposed new municipal police force, which would directly affect the resources provided by the County, and City resources needed to manage such events.

6. Future Development - Analyze future development approved for the City and determine the impact future development might have on the need for police services in the short- and long-term future.

**D. Communication**

1. City/County and City/Residents - An analysis of ways in which communication regarding public safety issues can be improved in the following areas:
  - a. between the City, County police, and other police agencies
  - b. between the City and its residents, e.g. for crime alerts and prevention
2. Citizen Involvement - Analysis of the levels of citizen involvement in public safety activities such as Neighborhood Watch, etc. and recommendations on ways to enhance citizen involvement, including public awareness of most effective methods of reporting crime and suspicious activity.
3. Emergency Response. - Analysis of the potential use of Prince George's County Public Safety Communications (9-1-1) call center and other options to mobilize City emergency response during City non-business hours.

**E. Bidder's Recommendations**

Bidders are encouraged to recommend additional areas on which the City may wish to focus in conducting the Public Safety and Police Services Study of the City.

**F. Final Report**

Upon completion of the study, Bidder will present a final report to the Mayor and Council at a public meeting. The final report shall include as appendices all information, including, but not limited to, research and surveys upon which the bidder has relied.

**G. Progress Reports**

The Bidder shall keep the Contact Person informed on a regular basis (no less frequently than every 2 weeks) as to their progress in completing the study.

## **PROPOSAL SUBMISSION REQUIREMENTS**

Proposals in response to this RFP must be submitted in hard copy (no electronic submittals accepted) in a sealed envelope containing the Bidder's name and address, in accordance with the requirements specified in the RFP. The submittal shall include a signed original and three copies of all required documents and affidavits. Submittals should be marked **Public Safety and Police Services Study, RFP CP-17-03**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740, no later than **Monday, September 26, 2016 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly.

**NO BID BOND IS REQUIRED TO BE SUBMITTED WITH THIS PROPOSAL.**

Proposals will become the sole property of the City of College Park. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Sections of the submitted proposal marked "Confidential" will be respected as such by the City.

Submission of a proposal indicates acceptance by the bidder of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the engagement agreement between the City and the firm selected.

It is the obligation of the bidder to be aware of all factors relevant to the study which include, but are not limited to, the following:

1. Physical characteristics and conditions in the City
2. Demographic characteristics of the City
3. Police statistical characteristics of the City for the past five years from all agencies serving within incorporated City limits
4. Planning growth projections for the City for the short- and long-term future.

Proposals must provide the following information:

1. Bid Proposal Form, to include total cost of the study
2. A completed "Information Regarding the Bidder" form
3. All required Affidavits
4. Timetable for the number of days to complete the study and present the results, if different from proposed schedule
5. Resumes and hourly rates for key personnel.

## **REVIEW OF QUALIFICATIONS AND EVALUATION CRITERIA**

City staff 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 Bidder, the experience of the individuals proposed to work on the project, responsiveness to the request for pro-

posals, work on similar projects, project references and fee structure. The City may request additional information from bidders.

The City reserves the right to waive technicalities or irregularities in proposals and to reject any and all proposals or any part thereof. The City also reserves the right to award the contract to the Bidder that the City, in its sole discretion, determines to best serve the public interest in the furtherance of its objectives.

### **SELECTION PROCESS**

The City of College Park will review all submitted proposals and may request a verbal presentation from one or more selected bidders. Following proposal review, a staff recommendation will be made to Mayor and Council for contract award. Mayor and Council are expected to make a contract award at a regular meeting in November 2016.

Following contract award and prior to commencement of work, an engagement agreement will be executed between the parties in a form substantially similar to the Sample Consultant Agreement attached and acceptable to the City Attorney. The engagement agreement will incorporate this Request for Proposals and the submitted proposal by reference.

### **OTHER REQUIREMENTS AND INFORMATION**

#### **A. RFP Distribution**

The City may distribute copies of this Request for Proposals to firms that have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

#### **B. Hold Harmless**

The Bidder shall indemnify and hold harmless the City of College Park, 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 this contract, including attorneys' fees, whether caused by actions or omissions on the part of the bidder, its agents, servants and employees, or for other causes.

#### **C. Insurance**

During the entire term of the engagement, bidder shall maintain the following insurance coverage: comprehensive general liability insurance, automobile liability insurance and professional errors and omissions insurance with limits of not less than those set forth below. By submission of a proposal, bidder hereby certifies that they are in compliance with applicable requirements.

1. Comprehensive General Liability Insurance
  - a. Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate; and
  - b. Property damage liability insurance with limits of \$500,000 each occurrence/aggregate

2. Professional Liability (Errors and Omissions) Insurance  
Bidder shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate.
3. Automobile Liability Coverage Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate
4. Workers' Compensation

Bidder shall comply with the requirements of the State of Maryland for the provision of workers' compensation insurance. By submission of a proposal, bidder hereby certifies that they are in compliance with applicable requirements.

All insurance shall include completed operations and contractual liability coverage. On each policy, with the exception of the workers compensation and professional errors and omissions, the City of College Park shall be named as an additional insured with an additional insured endorsement. Provision of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the engagement agreement, or for which bidder may be liable by law or otherwise.

**D. Invoices**

Invoices shall be submitted no more frequently than monthly, documenting hours worked and describing work performed.

**E. Contact Person**

The contact person for this contract is Robert W. Ryan, Director of Public Services, City of College Park, 4601A Calvert Road, College Park, Maryland 20740, telephone 240-487-3570, FAX 301-864-7965, e-mail: [bryan@collegeparkmd.gov](mailto:bryan@collegeparkmd.gov). Questions concerning this Request for Proposals should be directed to the named contact person.

**F. Equal Opportunity Employer**

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, or political affiliation is expressly prohibited.



**SPECIAL TERMS AND CONDITIONS:**

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
  
- A. 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 Bidder shall execute a contract for the above stated compensation.
  
- B. In submitting this bid, the Bidder certifies that the Bidder:
  - 1. Currently complies 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. Will comply with the conditions of §69-6 at time of contract award; or
  - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
  
- D. In submitting this bid, the Bidder certifies that the Bidder 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.

Name of Bidder: \_\_\_\_\_

Name of Individual Authorized to Bind the Bidder \_\_\_\_\_

Signature: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

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

How did you learn about this RFP?	
<input type="checkbox"/> City Staff	<input type="checkbox"/> eMaryland Marketplace
<input type="checkbox"/> findrfp.com	<input type="checkbox"/> Other (please specify): _____

TO BE SUBMITTED WITH BID

**RFP CP-17-03**  
**INFORMATION REGARDING THE BIDDER**

(This information may be submitted in a substitute  
format if responses correspond to question numbers.)

1. Name of Bidder: \_\_\_\_\_  
(Individual/Firm/Corporation)

Bidder's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal ID Number (EIN): \_\_\_\_\_

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

Non-Corporate Business

3. If response to question #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 Entity Please answer questions 4 and 5

4. List the names of all officers of the corporation, their business and residence addresses and the date of which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Residence and Business Address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the names of all members of the current Board of Directors, and their business and residence addresses.

<u>Name</u>	<u>Business Address</u>	<u>Residence 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 bid work and in which your recommendations are being used to better manage police services.

<u>For Whom Performed</u>	<u>Contract Amount</u>	<u>Date Completed</u>	<u>Contact's Name and Telephone Number</u>

7. Bidder must answer the following questions: (The word “you” refers to an individual, partnership, partner and/or corporation and its officers.)

a. Have you ever failed to complete any contract awarded to you?  Yes  No  
If yes, state where and why. \_\_\_\_\_

b. Have you ever been affiliated with an organization that failed to complete a contract?  
 Yes  No  
If yes, state name of organization and circumstances. \_\_\_\_\_

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

d. Please list all persons who will supervise the work on this study? \_\_\_\_\_

- e. Identify all personnel who will be employed to perform the work described in the Contract Documents and list each person’s hourly rate.

\_\_\_\_\_

- f. Please provide at least three 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. Identify all subcontractors that you intend to use in performing work under this Contract, and specify the work each is expected to perform.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Name of Bidder

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

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

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

TO BE SUBMITTED WITH BID

**RFP CP-17-03**  
**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

**RFP CP-17-03**  
**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, 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 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 do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Proposals CP-17-03**  
**Consulting Services – Public Safety and Police Services Study**  
**SAMPLE CONSULTANT AGREEMENT**

**THIS CONSULTANT AGREEMENT** (the “Agreement”) is effective this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740-3390 and \_\_\_\_\_, hereinafter referred to as “Consultant,” whose address is \_\_\_\_\_.

**WHEREAS**, Consultant desires to act for the City as an independent contractor to conduct a public safety and police services assessment and identify alternative measures to improve the effectiveness and efficiency of public safety and police services citywide; and

**WHEREAS**, the City desires Consultant to 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 contractor and not as an agent or employee of the City, to conduct an assessment of police services in the City and to identify alternative measures to improve the effectiveness and efficiency of public safety and police services citywide, including the costs of any such measures, and provide a report to the City, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

**2. Scope of Services.** Pursuant to this Agreement, the Consultant agrees to 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:

An analysis of the adequacy of police services currently provided within the City and recommendations of alternatives, from improving current contract and concurrent jurisdiction services, up to and including the establishment of a municipal police department, by which these services can be enhanced.

In addition, this study shall:

1. Include an assessment of the effectiveness of the City’s investment in security camera systems. These systems are to be evaluated for effective return on investment for crime prevention and case closure.

2. Identify potential means to improve crime prevention and public perception of safety.
3. Determine the potential use of the Prince George's County Public Safety Communications (9-1-1) call center and other options to mobilize City emergency response during City non-business hours .

The analysis shall include estimated related costs and infrastructure needs. Elements of this analysis shall include, but not be limited to, the following:

A. Statistical Analysis

1. Part I and Part II Crime Statistics - An analysis of Part I and Part II crime statistics for the City on a per-capita basis over the last five years and a comparison of these statistics to other communities in the Washington metropolitan area. Criteria for selecting comparable communities should be specified. Statistics for all police agencies providing service to the City shall be included. District I statistics shall be included for services within City limits.

2. Calls for Service - An analysis of the calls for service within the City over the past five years and a comparison of these statistics to other communities in the Washington metropolitan area. Criteria for selecting comparable communities should be specified. Use of joint agency data compiled by UMPD for the CMAST project should form the baseline for this analysis. In addition, data from other public safety agencies which serve the City should be assessed. The Consultant shall perform scientific statistical sampling to report and assess this data. Statistics for all police agencies providing service to the City shall be included. PGPD District I statistics shall be included for services within City limits. Data shall be categorized to include emergency and non-emergency service, and self-initiated calls.

3. Response Times - An analysis of response times for the City over the past five years and a comparison of these statistics to other communities in the Washington metropolitan area. Criteria for selecting comparable communities should be specified.. Should this information be unobtainable, Consultant should demonstrate capability to perform scientific statistical sampling to report and project this performance. Statistics for all police agencies providing service to the City shall be included. PGPD District I statistics shall be included for services within City limits.

B. Community Attitudes

1. Citizen Perspectives - An analysis of citizen perspectives by a scientifically valid random survey or face-to-face focus groups concerning public safety within the City, including citizen perspectives as to how police services could be improved and enhanced,

and citizen feelings of safety living in the City. Other perspectives may be a part of this survey as well. Also, any available past members of the City's Neighborhood Watch Steering Committee and College Park Neighborhood Watch coordinators, and past members of the Committee to Improve Police Services, which were citizen committees concerned with public safety issues in the City, should be interviewed regarding public safety in the community. The results of past resident surveys pertaining to public safety shall be included in this assessment and identify potential means to improve public perception of safety.

2. Merchant Perspectives - An analysis of merchant perspectives by a scientifically valid random survey or face-to-face focus groups concerning public safety within the City, including merchant perspectives as to how police services could be improved and enhanced and the merchants' beliefs concerning the security of their business establishment in the City. In addition to the Downtown College Park Management Authority (DCPMA), other business districts shall be evaluated separately and in total and identify potential means to improve crime prevention and merchant perceptions of safety.

3. Community Demographics - An analysis of community demographics, especially predictable change for the near-term future. For example, condensed housing development may have led to more calls for service than stand-alone residences. Elementary school population trends can predict the number of secondary school students in the future. Criminology assessments have identified that the number of males in an age 15 to 25 cohort are directly related to the number of future crimes. The significance of this and similar demographics in a college town should be determined by the Consultant.

#### C. Program Review

1. Resource Allocation - A comprehensive analysis of the allocation of police resources as deployed by all agencies in the City as well as cost effectiveness of the City's security camera program with respect to crime prevention and case closure.. This analysis shall include an examination of county-wide prioritization policies as they affect deployment of police resources assigned to the City and areas contiguous to the City. A statistical analysis of allocation per patrol cars assigned to the City, including, but not limited to, a statistically significant sample of calls for service categorized by response location, time of day, and duration of calls by patrol cars assigned to the City on calls outside the City limits shall be included. Recommendations shall be provided as to whether any adjustment to the number or deployment of officers or the security camera system is warranted and what the cost implications of such adjustments would be for each potential alternative for enhancing police services and ways in which to improve crime prevention.

2. Evaluation Criteria - Development of recommendations and objective criteria by which the City should evaluate the provision of police services in the City on an ongoing basis.
3. Adequacy of Service - An analysis of the adequacy of police services within the City and recommendations as to how the provision of police services can be improved and what costs would be incurred to implement these improvements. As part of this analysis, the City's contract police program should be evaluated to determine what improvements can be made to this program. The analysis should identify community expectations, especially for any new municipal police force, which would directly affect the resources needed for such a force.
4. Structural Change - An analysis of whether any structural change should occur in the provision of police services within the City and an analysis of the costs associated with implementing such a change. The analysis should identify community expectations which would directly affect the resources needed for such a change.
5. Special Programs/Events - An analysis of special programs and police resources allocated within the City for such special assignments as crime prevention, traffic enforcement, civil disorder and sports events task force/joint operations, "party patrol" task force operations, police/code enforcement joint operations and recommendations as to how these programs can be improved and enhanced. The analysis shall also identify preparedness of community/police resources for significant, predictable, critical events including credible catastrophic events in the national capital region. The analysis should identify community expectations, especially for any proposed new municipal police force, which would directly affect the resources provided by the County, and City resources needed to manage such events.

**D. Communication**

1. City/County and City/Residents - An analysis of ways in which communication regarding public safety issues can be improved in the following areas:
  - a. between the City, County police, and other police agencies
  - b. between the City and its residents, e.g. for crime alerts and prevention
2. Citizen Involvement - Analysis of the levels of citizen involvement in public safety activities such as Neighborhood Watch. and recommendations on ways to enhance citizen involvement, including public awareness of most effective methods of reporting crime and suspicious activity.

3. Emergency Response. - Analysis of the potential use of Prince George's County Public Safety Communications (9-1-1) call center and other options to mobilize City emergency response during City non-business hours .

**E. Final Report**

Upon completion of the study, Consultant will present a final report to the Mayor and Council at a public meeting. The final report shall include as appendices all information, including, but not limited to, research and surveys upon which the Consultant has relied.

**F. Progress Reports**

The Consultant shall keep the Contact Person informed on a regular basis (no less frequently than every 2 weeks) as to their progress in completing the study.

1. Dates of Work. The Consultant agrees to commence work within ten (10) days of notice to proceed. The work shall be completed within ninety (90) days of notice to proceed and 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.

2. 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_), 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 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 by the Finance Director. Five percent (5%) of the contract price plus additional services will be retained by the City until all services have been satisfactorily completed in the opinion of the City. In no event shall the amount billed by the Consultant exceed the amount attributed to the work completed as of the date of the bill.

3. 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:

Bid Proposal Form and other proposal forms submitted by Consultant and attachments thereto

Request for Bid Proposals CP-17-03, and attachments thereto

Information Regarding the Bidder Form

Non-Collusion Affidavit

Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

Certificates of Insurance and Additional Insured Endorsements

Schedule of Work

4. 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 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.

5. Insurance. Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, with the exception of the workers compensation and professional errors and omissions, Consultant will name the City of College Park as an additional insured and provide 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. Professional Errors and Omissions Insurance The Consultant shall maintain a policy with limits of not less than \$1,000,000 each occurrence/aggregate.

C. Automobile Liability Coverage Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate

D. Workers' Compensation Insurance. Consultant shall comply with the requirements established by the State of Maryland for the provision of workers' compensation insurance. 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 a workers' compensation certificate 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. Copies of the certificates of insurance and additional insured endorsements 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 governments as provided by law.

6. Indemnification. The Contractor shall indemnify and hold 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 Contractor, its agents, servants, employees and subcontractors.

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

8. Standards of Work. All services performed pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver services in a timely manner, 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.

16. 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 services furnished by Consultant prior to the effective date of such termination.

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

City of College Park:  
Scott Somers, City Manager  
City of College Park  
4500 Knox Road  
College Park, MD 20740-3390

Consultant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

19. 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.

20. 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 is to be performed entirely within the State of Maryland.

21. 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.

22. 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.

23. 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 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 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.

24. **Non Discrimination**.

A. 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.

B. 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.

C. The Consultant 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.

**25. Equal Benefits.**

A. Consultant must comply with the applicable provisions of § 69-6 of the City Code. 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 bid, 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, MARYLAND

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

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

WITNESS:

CONSULTANT: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

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