



CITY OF COLLEGE PARK, MARYLAND

**REQUEST FOR PROPOSALS CP-15-07
EXECUTIVE SEARCH CONSULTANT**

Issued by:

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

Telephone: 240-487-3509

**Issue Date: January 21, 2015
Submittal Due Date: February 20, 2015 at 2:00 p.m.**

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals CP-15-07
Executive Search Consultant

ADVERTISEMENT

The City of College Park, Maryland (“City”) requests sealed bid proposals from executive search consultants to conduct a national search for the position of City Manager.

Copies of the RFP package, including a scope of work, submission requirements and affidavits, may be downloaded from the City’s website at www.collegeparkmd.gov. From the home page, click on the Government tab then Bids & RFP’s. Requests for printed copies should be directed to the Finance Department, 4500 Knox Road, College Park, Maryland 20740, Monday-Friday 9:00 a.m.–5:00 p.m. (telephone 240-487-3509, option 1).

Proposals in response to this RFP must be submitted in hard copy in a sealed envelope, in accordance with the requirements specified in the RFP. Submissions should be marked **Executive Search Consultant, RFP CP-15-07** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, February 20, 2015 at 2:00 p.m.**

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 City reserves the right to reject any and all proposals in the best interest of the City.

The contact person and Project Manager for this solicitation is Stephen Groh, Director of Finance, telephone 240-487-3510, FAX 301-864-8941, e-mail: sgroh@collegeparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals, CP-15-07
Executive Search Consultant

GENERAL INFORMATION

The City of College Park, Maryland (“City”) requests sealed bid proposals from executive search consultants to conduct a national search for the position of City Manager. The City anticipates the project commencing in February 2015.

BACKGROUND

The City of College Park has a population of 30,413 according to the 2010 census. College Park is the eighth largest city in Maryland and the home to the flagship campus of the University System of Maryland. The City’s corporate limits include the campuses of University of Maryland and University of Maryland University College. College Park occupies approximately 5 square miles within the Washington, D.C. area, and is located within the Capital Beltway.

The City of College Park established a Council/Manager form of government in 1961. The governing body is composed of a Mayor, elected at large, and eight Council members, with two Council members elected from each of four districts. City elections are held in November of odd-numbered years. The Mayor and Council serve part-time and are compensated.

Seven City Managers have served the City since 1961. The incumbent has held the position of City Manager for 10 years and was Assistant City Manager for two years prior to being appointed City Manager. He is scheduled to retire in June 2015. Accordingly, the Council desires to provide for an orderly succession to this appointed position.

Additional information regarding the City of College Park may be obtained from the City’s website at www.collegeparkmd.gov.

SUBMISSION REQUIREMENTS

Documents to be submitted with Proposal include an original and 1 copy of each of the following:

- Bid Proposal Form - An authorized representative who can make a binding commitment for the firm must sign the Bid Proposal Form.
- Information Regarding the Bidder Form, including 5 references with complete contact information for work you have done which is similar to the Bid work
- Non-Collusion Affidavit
- Bribery Affidavit
- False Pretenses Affidavit
- Certificate of Non-Suspension
- Affidavit of Non-Conviction

- Proposed Work Schedule

NO BID BOND IS REQUIRED IN CONNECTION WITH BID SUBMITTAL.

All materials submitted in response to this Request for Proposals will become the property of the City of College Park. The City agrees, to the extent permitted by law, to hold in strictest confidence all material and information belonging to the Bidder which it deems to contain confidential business or financial information.

All required forms and affidavits are included in the Contract Documents for this project. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter and manually signed. If changes and erasures are made, such changes and erasures shall be clear and legible, and shall be initialed by the person signing the Bid Proposal Form. Proposals made on any other than the Bid Proposal Form will not be considered. Any changes to forms not approved by the Project Manager will cause rejection of the proposal. Conditional proposals and proposals containing escalator clauses will not be accepted.

Proposals in response to this RFP (1 original and 1 copy) must be submitted in hard copy (no electronic submittals accepted) in a sealed envelope containing the name and address of the Bidder, in accordance with the requirements specified in the RFP. Submissions should be marked **Executive Search Consultant, RFP CP-15-07** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, February 20, 2015 at 2:00 p.m.**

In addition, the response to this Request for Proposals shall include:

1. Overview of firm
2. A statement of qualifications which is to include a list of other governmental entities for which the firm performed a successful search for a City Manager. Include individual resumes, references and letters of recommendation (if available).
3. Five references from projects similar in scope to this search, which your firm has completed over the past five years, including the name and telephone number of a contact person.
4. Outline of the search process, including a proposed timeline for the project, and a description of proposed community and position profiling, advertising, application processing, screening and candidate interviewing.

Errors in preparation of the proposal will not relieve the Bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

Bidders, by submitting a bid, certify that they have thoroughly examined the requirements contained in the Bid Documents and are familiar with the City's specifications. Modifications

and alternate proposals for the services required may result in the rejection of the proposal. Bidders shall clearly and succinctly respond to the requirements of the Request for Proposals. Any proposals offered as alternates shall be clearly marked as such.

No Bidder may withdraw his bid within one hundred twenty (120) days after the opening thereof.

Bidders may be requested to attend a meeting of the Mayor and Council for an in-person interview.

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.

In submitting this bid, the Bidder 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.

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.

INVITATIONS TO BID A COURTESY

This Request for Proposals may be sent as a courtesy to known interested firms. The receipt of this RFP from the City of College Park in no way implies that the recipient is a qualified bidder.

INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Bid Documents shall be submitted in writing to the Project Manager, Stephen Groh, Director of Finance, telephone 240-487-3510, e-mail: sgroh@collegetparkmd.gov, no later than February 5, 2015 at 5:00 p.m.

CONTRACT TIME

The Bidder shall submit a proposed contract schedule which will be based upon a selection of the City Manager by May, 2015. The Bidder should assume approximately thirty days for the City Council to consider the candidates and make their selection. Upon selection of the Consultant, a final contract time schedule will be determined.

MODIFICATION OF BID DOCUMENTS

The right is reserved, as the interests of the City may require, to revise or amend proposal specifications prior to the date set for opening bids and/or to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be posted on the City's website on or before Monday, February 9, 2015. It is the responsibility of the Bidder to check the City's website to determine if any addenda have been issued. In addition, Bidder must indicate their receipt (or "None" if none issued) of any addenda on their Bid Proposal Form.

SCOPE OF WORK

The work required of the Consultant will be performed in coordination with the City and the City's Project Manager. The work to be performed by the Consultant is as follows:

To perform a national search for the position of City Manager. The successful Bidder will be expected to become familiar with the City of College Park and its history and to conduct focus groups with city officials and residents to develop a profile of the community and the City Manager position, to effectively advertise the position, to process and screen the various applications received, to interview candidates and to make recommendations to the Mayor and Council.

AWARD OF CONTRACT

Bidders may bid only on the entire contract. The successful Bidder will be selected by the Mayor and Council. In determining which proposal is best, the City will take into consideration the specifics of the proposal, the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. 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.

Except where the City exercised the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.

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 Bidder to whom the Contract has been awarded must execute the Contract within ten business days after the award and submit such other Documents as required by the Contract Documents including bonds and insurance certificates. Failure by the Consultant 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 Bidder to whom the award is made shall fail to execute the Contract as herein provided, the award may be annulled and the Contract awarded, at the discretion of the City, to the second lowest responsive, responsible Bidder, and such Bidder shall fulfill every stipulation embraced herein, as if he/she 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 will not be considered on any given Contract, and will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

NOTICE TO PROCEED

After execution of the Contract, the City will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced. Work done prior to the date set forth in the Notice to Proceed shall be at the Consultant's risk.

Failure by the Contractor to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Contract by the Mayor and Council.

PROOF OF QUALIFICATIONS

Failure to submit proof of qualifications, as required, shall be sufficient cause to reject said bid. Bidders may be required to furnish additional information as proof of qualification subsequent to the opening of bids.

OTHER REQUIREMENTS AND INFORMATION

Liability

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

Insurance

The Consultant shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) and automobile fleet coverage (\$500,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) in addition to a professional errors and omissions policy with limits of not less than \$500,000 for each occurrence/aggregate. The Consultant shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether

caused by actions or omissions on the part of the Consultant, its agents, servants and employees, or to other causes.

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

General

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

Billing

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

Required Certification

On the Bid Proposal Form, the Bidder must certify:

1. Current compliance with the conditions of § 69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
2. Compliance with the conditions of § 69-6 at time of contract award; or
3. Compliance with the conditions of § 69-6 is not required because of allowable exemption; and
4. That the Bidder 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.

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this Proposal.

- B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) 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.

- C. 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 (available from the City’s website at www.collegeparkmd.gov under the Government tab) 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 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.

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"/> Received from the City	<input type="checkbox"/> eMaryland Marketplace
<input type="checkbox"/> findrfp.com	<input type="checkbox"/> Other (please specify): _____

TO BE SUBMITTED WITH BID

**RFP CP-15-07
INFORMATION REGARDING THE BIDDER**

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

Address: _____

Telephone: _____ FAX: _____

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
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3. Please provide at least 5 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 _____, 2015.

Name of Bidder

By: _____

Printed Name: _____

Title: _____

TO BE SUBMITTED WITH BID

**RFP CP-15-07
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

**RFP CP-15-07
BRIBERY AFFIDAVIT**

I _____, the undersigned, _____
(Name) (Office Held)

of _____, first being duly sworn and under oath, say and
(Name of Business Entity)

affirm this _____ day of _____, 2015, that I hold the aforementioned office in

(Name of Business Entity)

submitting a bid or otherwise applying for a contract with the City of College Park, a municipal corporation in the State of Maryland, for the supply of goods or services, to wit:

To conduct a national search for the position of City Manager

and that to the best of my knowledge no Officer, Director or Partner of:

(Name of Business Entity)

nor any employee of _____ directly involved in obtaining
(Name of Business Entity)

contracts with the State of Maryland or any county or municipal corporation or other subdivision of the State has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION.

(Signature)

_____, Affiant
(Bidder)

TO BE SUBMITTED WITH BID

**RFP CP-15-07
FALSE PRETENSES AFFIDAVIT**

I, _____, the undersigned _____
(Office Held)

of _____, being first duly sworn on oath,
(Name of Business Entity)

affirms and says this _____ day of _____, 2015 that I hold the aforementioned office in

(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor 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.

_____(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

**RFP CP-15-07
CERTIFICATE OF NON-SUSPENSION**

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

barred from participation in contract activities with any government.

Signature

Title

Date

RFP CP-15-07
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 been 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 this affidavit are true and correct.

Date

Signature

Printed Name: _____

TO BE SUBMITTED WITH BID

RFP CP-15-07
PROPOSED WORK SCHEDULE

Please complete or attach a proposed work schedule.

**CITY OF COLLEGE PARK, MARYLAND
SAMPLE CONSULTANT AGREEMENT
EXECUTIVE SEARCH CONSULTANT, RFP CP-15-07**

THIS CONSULTANT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2015, 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 act for the City as an independent contractor in providing certain consultant services to conduct a national search for the position of City Manager; and

WHEREAS, the City desires that Consultant provide such services.

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

1. Appointment. The City hereby engages Consultant, as an independent contractor and not as an agent or employee of the City, to conduct a national search for the position of City Manager, 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 perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. The Consultant shall provide the following services in close cooperation with the City:

To perform a national search for the position of City Manager. The successful Bidder will be expected to become familiar with the City of College Park and its history and to conduct focus groups with city officials and residents to develop a profile of the community and the City Manager position, to effectively advertise the position, to process and screen the various applications received, to interview candidates and to make recommendations to the Mayor and Council. The scope of work shall include that work described in the response to Request for Proposals CP-15-07 submitted by the Consultant. The work required of the Consultant will be performed in coordination with the City and the City's Project Manager.

3. Dates of Work. The work under this Agreement shall begin on _____, 2015 and shall be completed on or before _____, 2015. All work shall be performed pursuant to a work schedule submitted by the Consultant. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

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

Additional consultant 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 in Consultant's proposal. 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 City. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

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

- Request for Proposals CP-15-07
- Bid Proposal Form submitted by Consultant and attachments thereto
- Information Regarding the Bidder Form
- Required affidavits and certifications
- Addenda (if any)
- Proposed Schedule of Work

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

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold

harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

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

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.

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

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

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

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

10. 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.

11. Materials and Standard of Work. All work performed pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

12. Subcontracting. The Consultant may not subcontract any other 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.

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

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:
Joseph L. Nagro, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

FOR THE CONSULTANT:

21. 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.

22. 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. In submitting this bid, the Bidder 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.

23. 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.

24. 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.

25. 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.

26. **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.

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

WITNESS:

CONSULTANT: _____

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney