



**CITY OF COLLEGE PARK, MARYLAND**

**REQUEST FOR PROPOSALS CP-14-09  
STRATEGIC PLANNING SERVICES**

**Issued by:**

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

**Telephone: 240-487-3501**

**Issue Date: August 22, 2014  
Submittal Due Date: September 19, 2014 at 2:00 p.m.**

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Proposals CP-14-09**  
**Strategic Planning Services**

The City of College Park, Maryland (“City”) requests sealed bid proposals from professional strategic planning consultants to aid the Mayor and Council in developing a new five-year strategic plan for fiscal years 2016-2020.

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](http://www.collegeparkmd.gov). From the home page, click on the Government tab then Bids & RFP’s. Requests for printed copies should be directed to the Administration Department, 4500 Knox Road, College Park, Maryland 20740, Monday-Friday 9:00 a.m.–5:00 p.m. (telephone 240-487-3501).

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 **Strategic Plan Services, RFP CP-14-09** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, September 19, 2014, at 2:00 p.m.**

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

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

The contact person for this solicitation is Bill Gardiner, Assistant City Manager, telephone 240-487-3501, FAX 301-699-8029, e-mail: [bgardiner@collegeparkmd.gov](mailto:bgardiner@collegeparkmd.gov).

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Proposals CP-14-09**  
**Strategic Planning Services**

**GENERAL INFORMATION**

The City of College Park, Maryland requests proposals from experienced, professional strategic planning consultants for services to aid the Mayor and Council in developing a new strategic plan. Responses to this request are due by **Friday, September 19, 2014 at 2:00 pm**. The City anticipates the project commencing in October 2014.

**PROJECT DESCRIPTION**

The City's current five-year strategic plan is ending, and the Mayor and Council wish to develop a new five-year strategic plan. The strategic plan should consider the current City strategic plan, the College Park City-University Partnership University District Vision, the 2010 Central U.S. Route 1 Corridor Sector Plan, the 2014 College Park-Riverdale Park Transit District Development Plan, the Maryland Sustainable Communities Action Plan, and the Neighborhood Stabilization and Quality of Life Report. Additional general background information concerning the City can be found on its website [www.collegeparkmd.gov](http://www.collegeparkmd.gov). It is important to understand these documents to provide continuity and to benefit from the community and stakeholder input over the years. At the same time, the City must consider recent accomplishments and changes, and review its mission, vision and goals. This plan will establish priorities and shape City services and budgets to achieve the City's goals.

The City Council may establish a small task force of Council members and staff to assist the consultant with the strategic planning process. Input from College Park residents and other stakeholder groups will be an important part of developing a new strategic plan. The Council expects that a new draft FY2016 – FY2020 strategic plan will be ready for Council consideration in early 2015.

**PROPOSED SCOPE OF SERVICES**

The City wishes to hire an experienced strategic planning consultant who will have the following responsibilities:

- Provide proposed schedule of work.
- Review existing City documents and possibly external data sources to compile information relevant to the City's strategic planning process and facilitate discussion by the City Council.
- Design and lead two public resident focus groups and two targeted stakeholder focus groups to identify existing strengths, weaknesses, opportunities, and threats and to obtain input regarding the vision, mission, and goals for the City. The consultant will summarize and present to Council the findings from these meetings.
- Design and facilitate two sessions with the City Council to identify existing strengths, weaknesses, opportunities, and threats and to report on the results of the focus groups.

- Design and facilitate two or three sessions with the City Council and staff to develop the City's mission, vision and goals, and to develop strategies to meet them over the next five years.
- Lead the City Council and staff through a process to develop action items directly connected to City resources and which will achieve the City's goals.
- Work with the strategic plan task force during the planning process to: refine the schedule for the overall project; receive feedback on draft goals and plan components; and to prepare the final planning document. The goals, strategies, and action items of the final strategic plan should direct the work of the Council and all City departments for the next five years.
- Strategic plan documents should be provided to the City in Microsoft Word format to facilitate use by the City Council and staff. Final documents should be provided in both Microsoft Word format as well as in PDF format suitable for posting to the City's web site.

The City of College Park will have the following responsibilities to support the consultant's work under the contract:

- Provide the consultant with existing City documents including all of the above-mentioned plans.
- Publicize the focus group sessions and conduct outreach to maximize public participation.
- Provide the facilities for the focus group sessions.
- Schedule City Council members and staff to participate in strategic planning sessions and other meetings as appropriate.
- Record the focus group and other public sessions.

### **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 three references with complete contact information for three different strategic planning projects previously completed
- A written proposal outlining the recommended process and schedule for completing the above tasks.
- A budget for the project based on the tasks listed or proposed.
- Resumes and hourly rates for key personnel.
- Non-Collusion Affidavit
- Bribery Affidavit
- False Pretenses Affidavit
- Certificate of Non-Suspension
- Affidavit of Non-Conviction

**NO BID BOND IS REQUIRED IN CONNECTION WITH BID SUBMITTAL.**

The City of College Park is an Equal Opportunity Employer. Discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, or physical characteristic is expressly prohibited.

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

Proposals in response to this RFP must be submitted in hard copy (no electronic submittals accepted) in a sealed envelope containing the name and address of the Bidder, in accordance with the requirements specified in the RFP. Submissions should be marked **Strategic Plan Services, RFP CP-14-09** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, September 19, 2014 at 2:00 p.m.**

#### **REVIEW OF QUALIFICATIONS**

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

#### **AWARD OF CONTRACT**

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

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

#### **EXECUTION OF THE CONTRACT**

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

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

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

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

This invitation to bid may be sent as a courtesy to known interested parties. The receipt of this request for proposals 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 Contract Documents shall be submitted in writing by Monday September 8, 2014 at 5:00 pm to Bill Gardiner, Assistant City Manager, e-mail: [bgardiner@collegeparkmd.gov](mailto:bgardiner@collegeparkmd.gov). The written responses, including any changes to the RFP, become part of the Contract Documents and will be posted on the City website as an addendum by Friday, September 12, 2014 at 5:00 pm. It is the responsibility of each Bidder to visit the City's website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov) under Government, Bids & RFP's, to obtain any addenda or other information regarding the RFP.

### **CONTRACT TERM**

Work under the contract shall begin on or before November 1, 2014. The date upon which all deliverables under the contract are due shall be determined as part of the proposal process, but the anticipated period for all deliverables is before March 1, 2015.

### **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 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 Friday, September 12, 2014.

### **OTHER REQUIREMENTS AND INFORMATION**

#### *Liability*

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

#### *Insurance*

The Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor to conform to the terms of the proposal submitted to and approved by the City.

*Billing*

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

*Required Certification*

When submitting a bid, 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 age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

*Project Contact*

Bill Gardiner, Assistant City Manager  
City of College Park, Maryland

4500 Knox Road,  
College Park, MD 20740  
telephone: 240-487-3501  
e-mail: [bgardiner@collegeparkmd.gov](mailto:bgardiner@collegeparkmd.gov)



**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 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.
- 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, 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-14-09**  
**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 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

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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.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

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

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

TO BE SUBMITTED WITH BID

**RFP CP-14-09  
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-14-09  
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 \_\_\_\_\_, 2014, 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:

**Strategic Planning Services**

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-14-09  
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 \_\_\_\_\_, 2014 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-14-09  
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-14-09**  
**AFFIDAVIT OF NON-CONVICTION**

I hereby affirm that:

- (1) I am the \_\_\_\_\_ (Title) and duly authorized representative of \_\_\_\_\_ (Name of Business Entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle
- (6) State “none” or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

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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 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  
SAMPLE CONSULTANT AGREEMENT  
STRATEGIC PLANNING SERVICES, RFP CP-14-09**

**THIS CONSULTANT AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014, 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 professional strategic planning consultants to aid the Mayor and Council in developing a new five-year strategic plan.

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

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

1. **Appointment.** The City hereby engages Consultant, as an independent professional strategic planner and not as an agent or employee of the City, to provide professional strategic planning services to aid the Mayor and Council in developing a new five-year strategic plan and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

- Provide proposed schedule of work.

- Review existing City documents and possibly external data sources to compile information relevant to the City's strategic planning process and facilitate discussion by the City Council.
- Design and lead three public resident focus groups and two targeted stakeholder focus groups to identify existing strengths, weaknesses, opportunities, and threats and to obtain input regarding the vision, mission, and goals for the City. These focus group meetings will be held at different locations in the City, and the comments from each meeting will be summarized.
- Design and facilitate sessions with the City Council to identify existing strengths, weaknesses, opportunities, and threats, and to review the City's mission, vision, and goals.
- Provide an analysis of the strengths, weaknesses, opportunities, and threats, and the connection to the City's mission, vision, and goals.
- Design and facilitate a series of sessions with the City Council to finalize the mission, vision, and goals of the City.
- Develop strategies and action items that will achieve the City's goals and that connect to existing or proposed City resources and staff.
- Work with the strategic plan task force during the planning process to: refine the schedule for the overall project; receive feedback on draft goals and plan components; and to prepare the final planning document. The goals, strategies, and action items of the final strategic plan should direct the work of the Council and all City departments for the next five years.
- Strategic plan documents should be provided to the City in Microsoft Word format to facilitate use by the City Council and staff. Final documents should be provided in both Microsoft Word format as well as in PDF format suitable for posting on the City's web site.

The City will have the following responsibilities to support the Consultant's work under the Agreement:

- Provide the consultant with existing City documents including all of the above-mentioned plans.
- Publicize the focus group sessions and conduct outreach to maximize public participation.
- Provide the facilities for the focus group sessions.

- Schedule City Council Members and staff to participate in strategic planning sessions and other meetings as appropriate.
- Record the focus group and other public sessions.

3. **Dates of Work.** The Consultant agrees to commence work on \_\_\_\_\_, 2014 and shall complete all contract work on or before \_\_\_\_\_. All work shall be performed pursuant to a work schedule submitted by the Consultant. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

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

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by the bid form. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City. Invoices will be paid after approval. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

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

Proposal forms submitted by Consultant and attachments thereto;  
Bid Proposal Form, and attachments thereto;  
Information Regarding the Bidder Form

Required affidavits and certifications  
Schedule of Work

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

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

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

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 \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

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

Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 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 and will name the City as an insured under such policy. 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. Indemnification.** The Consultant shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

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

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

**11. Subcontracting.** The Consultant may not subcontract any 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.

**12. Accurate Information.** The Consultant certifies that all information provided in response to the invitation to bid 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.

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

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

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

**16. Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as

prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

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

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

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

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

FOR THE CONSULTANT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

25. **Materials.**

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

· B. Materials independently developed and owned by the Consultant or by other authors

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

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

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

ATTEST:

CITY OF COLLEGE PARK

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

By: \_\_\_\_\_  
Joseph L. Nagro, City Manager

WITNESS:

BIDDER: \_\_\_\_\_

\_\_\_\_\_

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

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

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