



CITY OF COLLEGE PARK

**REQUEST FOR PROPOSALS CP-20-01
STRATEGIC PLAN AND
PERFORMANCE MEASUREMENT**

Issued by:

**City of College Park, Maryland
8400 Baltimore Avenue Suite 375
College Park, MD 20740**

Telephone: 240-487-3501

Issue Date: November 12, 2019

Submittal Due Date: December 2, 2019 at 2:00 p.m.

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals CP-20-01
Strategic Plan and Performance Measurement

The City of College Park, Maryland (“City”) requests sealed bid proposals from professional strategic planning and performance measurement firms or consultants to aid the Mayor and Council in developing a new five-year strategic plan for fiscal years 2021-2025.

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 dropdown menu on the left side, click on the Pay & Apply tab and then Bids & RFPs in the second row. Requests for printed copies should be directed to the Administration Department, 8400 Baltimore Avenue Suite 375, 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 and electronic copy in a sealed envelope, in accordance with the requirements specified in the RFP. Submissions should be marked **Strategic Plan and Performance Measurement, RFP CP-20-01** and delivered to the Finance Department, City of College Park, **8400 Baltimore Avenue Suite 375, College Park, Maryland 20740, no later than December 2, 2019 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. Email: bgardiner@collegeparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals CP-20-01
Strategic Plan and Performance Measurement

GENERAL INFORMATION

The City of College Park, Maryland requests proposals from experienced, professional strategic planning and performance measurement consultants for services to aid the Mayor and Council in developing a new strategic plan. Responses to this request are due by **December 2, 2019 at 2:00 p.m.** The City anticipates the project commencing in January 2020.

The City of College Park, Maryland, located just northeast of Washington, D.C., has approximately 33,000 residents and an annual budget of approximately \$21 million. The City is governed by a Council-Manager structure, with the City Manager and management staff responsible for the performance of about 110 employees in six departments. It is home to the University of Maryland, College Park, and the City and University are engaged in several initiatives to strengthen the City, including a new City Hall, University office space, and large plaza on downtown property owned by both entities. Several large residential and retail developments have been approved recently and other projects are in the planning stages. The current City strategic plan includes the following six goals:

One College Park	Environmental Sustainability
High Quality Development and Reinvestment	Quality Infrastructure
Effective Leadership	Excellent Services

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 2015 plan created a new vision statement, a new mission statement, and new values and goals, in addition to the implementation action plan. The vision, mission, values, and goals may be changed during the new plan development process, but it is anticipated that those changes would be relatively minor. The action plan or operational plan and performance measures will likely require a significant percentage of the consultant's time commitment on this project.

The new 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, and recent City operating and capital budgets. Additional general background information concerning the City can be found on its website, www.collegeparkmd.gov. These documents represent community input, visioning, and resource allocation during the previous decade. The City must also consider recent accomplishments and changes, and review its mission,

vision and goals. This new plan will establish priorities, provide measurement tools, and shape City services and budgets to achieve the City's goals. The FY20 budget includes \$33,000 for a new strategic plan.

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 FY21 – FY25 strategic plan will be ready for Council consideration in the spring of 2020.

PROPOSED SCOPE OF SERVICES

The City wishes to hire an experienced strategic planning and performance measurement 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 new strategic plan 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 current vision, mission, and goals for the City. The consultant will summarize and present the findings to Council.
- Design and facilitate one session 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 sessions with the City Council and staff to review and possibly modify the City's mission, vision and goals, and develop specific strategies to meet them over the next five years.
- Lead the City Council and staff in developing action items directly connected to City departments and resources and which will achieve the City's goals.
- Develop performance measures and a reporting plan for each department to help monitor implementation of the actions items to fulfill the strategic plan goals.
- Facilitate one session with department directors to communicate and train staff on the implementation of the plan and performance measures.
- 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 Agreement:

- Provide the consultant with existing City documents including 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 public sessions.

If the consultant believes that a different process or different responsibilities would result in a stronger plan and implementation, the City would like to see the consultant's proposed process and pricing.

SUBMISSION REQUIREMENTS

Documents to be submitted with Proposal include an original, two copies, and one electronic 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 completed within the past five years.
- Non-Collusion Affidavit
- Affidavit with Respect to Non-Conviction, Non-Suspension, and False Pretenses
- 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. The budget should clearly indicate the cost for distinct parts of the project, such as the document review, facilitated sessions, plan development, and performance measurement. Optional services, proposed savings, estimated travel expenses, or services proposed in lieu of services in the RFP should be listed separately.
- Resumes and hourly rates for key personnel.

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 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 and Performance Measurement, RFP CP-20-01** and delivered to the Finance Department, City of College Park, **8400 Baltimore Avenue Suite 375, College Park, Maryland 20740-3390**, no later than **Monday, December 2, 2019 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; recent 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 Agreement. The Mayor and Council of the City of College Park will select the successful bidder. 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 Agreement 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 an Agreement 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 Agreement at any time prior to execution of the Agreement without liability on the part of the City.

EXECUTION OF THE AGREEMENT

The successful Bidder must execute the Agreement within 10 business days after the award and submit such other Documents and insurance certificates as required by the Contract Documents. Failure by the Consultant to execute the Agreement and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

A bidder may submit only one proposal for the Agreement. 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 Agreement 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 via email to Bill Gardiner, Assistant City Manager, e-mail: bgardiner@collegeparkmd.gov by Friday November 22, 2019 at 2 p.m. 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 5:00 pm Tuesday November 26, 2019. It is the responsibility of each Bidder to visit the City's website at www.collegeparkmd.gov under "Pay and Apply" and Bids and RFPs to obtain any addenda or other information regarding the RFP.

CONTRACT TERM

Work under the Agreement is expected to begin on or before February 1, 2020. The date upon which all deliverables under the Agreement are due shall be determined as part of the proposal process, but the anticipated period for all deliverables is before May 30, 2020.

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.

OTHER REQUIREMENTS AND INFORMATION

Liability

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

Insurance

The Selected Consultant shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) in addition to a professional errors and omissions policy with limits of not less than \$1,000,000 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 Agreement, including attorney 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 Agreement. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to 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
8400 Baltimore Avenue, Suite 375
College Park, MD 20740
telephone: 240-487-3501
e-mail: bgardiner@collegetparkmd.gov

BID PROPOSAL FORM (2 PAGES)

**Strategic Plan and Performance Measurement RFP- CP-20-01
CITY OF COLLEGE PARK**

CITY OF COLLEGE PARK
Finance Department

BID DUE DATE: December 2, 2019
TIME: 2:00 pm

8400 Baltimore Avenue, Suite 375
College Park, MD 20740

(Name of Bidder)

hereby submits the following proposal for **Strategic Planning and Performance Measurement**. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Agreement and **addenda numbered** _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the Agreement, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

Professional Services for Strategic Planning and Performance Measurement – Not to Exceed

(Written)

\$ _____
(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates

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 under-
signed is notified of acceptance of this proposal within this time period, the Bidder shall execute an Agreement 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?

- City Staff
 findrfp.com

- eMaryland Marketplace
 Other (please specify): _____

TO BE SUBMITTED WITH BID

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 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 reference.

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 _____, 2019.

Name of Bidder: _____

By: _____

Printed Name: _____

Title: _____

TO BE SUBMITTED WITH BID

Non-Collusion Affidavit

The following affidavit is attached hereto and made a part thereof.

STATE OF _____)

ss:

CITY/COUNTY OF _____)

_____ being first duly sworn, deposes and say: That
he/she (name of affiant)

is the _____
(Title)

of _____
(Name of Corporation)

(or a partner of _____).
(Name of Partnership)

The party making the foregoing Proposal; that (he has not) (no officer of the said Corporation has) (no member of the said Partnership has) nor has any person, Firm or corporation acting on (his) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (he) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly entered into any Agreement, participated in any Collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the Affiant represents that he/she has personal knowledge of the matters and facts herein stated. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION

(SEAL)

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

TO BE SUBMITTED WITH BID

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 §16-208 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 §16-208 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 Town, 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.

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. Finally, I certify that the bidder is registered and in good standing with the Maryland Department of Assessments and Taxation, if applicable.

I hereby certify that the bidder is properly registered to do business in the State of Maryland. I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Name: _____

Title: _____

SAMPLE CONSULTANT AGREEMENT
City of College Park, Maryland

Strategic Plan and Performance Measurement RFP CP-20-01

THIS CONSULTANT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2020, by and between the CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 8400 Baltimore Avenue, 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 and performance measurement.

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 performance measurement, 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 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 new strategic plan 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 current vision, mission, and goals for the City. The consultant will summarize and present the findings to Council.
- Design and facilitate one session 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 sessions with the City Council and staff to review and possibly modify the City's mission, vision and goals, and develop specific strategies to meet them over the next five years.
- Lead the City Council and staff to develop action items directly connected to City departments and resources and which will achieve the City's goals.
- Develop performance measures and a reporting plan for each department to help monitor implementation of the actions items to fulfill the strategic plan goals.
- Facilitate one session with department directors to communicate and train staff on the implementation of the plan and performance measures.
- 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 Agreement:

- Provide the consultant with existing City documents including 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 public sessions.

3. **Dates of Work.** The Consultant agrees to commence work on _____ 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. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

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 willful 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:

Scott Somers, City Manager
City of College Park
8400 Baltimore Avenue
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 Agreement 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 Agreement, remain the property of their authors or owners. Subsequent use of such materials by the City shall require written permission of the Consultant or other author(s) thereof.

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

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

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

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

CONSULTANT

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney