

June 9, 2016

RFP#CED06092016



# City of Hyattsville – RFP



Request for Proposal

Enterprise  
Resource Planning  
(ERP) Solution

City of Hyattsville

4310 Gallatin Street  
Hyattsville, MD 20781

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## REQUEST FOR PROPOSAL

### INTRODUCTION AND BACKGROUND

The City of Hyattsville is a Smart-Growth community making it a prime candidate for assistance offered by the State of Maryland and the Federal Government for investment. Hyattsville is located only one mile from Washington DC and is approximately 2.7 square miles of historic and urban residential, commercial, industrial and high-density mixed-use residential/commercial/office and development. The City of Hyattsville has convenient access to transit and transportation options for residents and visitors. We are located on the Metro's Green and Yellow line, served by two stations: West Hyattsville and Prince George's Plaza. In addition to Metro, the City is traversed by an excellent network of roads, buses, freight transportation, and rail services including THE BUS, AMTRAK, and MARC. We are also located near the region's three airports: Baltimore Washington International, Reagan National (accessible via Metro) and Dulles.

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP) #CED06092016, for the procurement of an Enterprise Resource Planning (ERP) solution to improve communication and access to cross-departmental information required to provide the highest level of service to the City's residents. The purpose of this solicitation is for the City of Hyattsville to select one (1) Contractor that demonstrates the ability to provide a comprehensive ERP solution customized to match the existing processes and procedures currently employed by City representatives. The City intends to select one proposal, negotiate terms, and execute a comprehensive agreement.

### DEPARTMENTS

The City has approximately 100 employees amongst 8 separate departments:

Department	Approximate Employee Count
City Clerk	2
Finance/Office of the Treasurer	3
Human Resources	1
Community and Economic Development (CED)	12
Community Services	9
Public Works (DPW)	35
Police Department	55
Other/Administrator	5

### APPLICATIONS

The following applications are in use across the organization:

Function/System	Current	Scope
Financials (GL, AP, AR, Payroll)	ADS ProFund	Replace with ERP
Cashiering (Cash/Revenue Collection and Management)	Paper-based (need to confirm)	Replace with ERP
Budget	Microsoft Office Suite (Excel)	Replace with ERP
Fixed Assets	Excel, ADS ProFund	Replace with ERP
Time keeping	Excel	Replace with ERP

Function/System	Current	Scope
Time keeping (PD)	Custom web application only used by the police department (developed internally by the Police Department)	Replace with ERP
Time clock	Time Guardian, only used by the department of public works	Integrate or replace with ERP
Inventory	Excel, FacilityDude, Dossier	Replace with ERP
Human Resources	Microsoft Office Suite, paper documents	Replace with ERP
Permitting	Excel	Replace with ERP
Code Compliance	Comcate	Replace with ERP
Business License	Comcate	Replace with ERP
Parking Compliance	Duncan Solutions	Integrate with ERP
Contract Management	Microsoft Office Suite, paper forms/documents	Replace with ERP
Grants Management	Microsoft Office Suite, paper forms/documents	Replace with ERP
Procurement/Purchasing	Microsoft Office Suite, paper forms/documents	Replace with ERP
GIS	ESRI ArcGIS	Integrate with ERP
Fleet Management	Dossier	Replace with ERP
Facility Management	FacilityDude	Replace with ERP
Agenda Management	Granicus solutions, Trello	Integrate or replace with ERP
Document Management	File server, paper documents in filing cabinets	Partially replace with ERP

## **RFP SOLICITATION SCHEDULE**

These durations and dates are for information purposes only and the City reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all of the solicitation steps.

### **RFP Solicitation Schedule:**

June 09, 2016:	Solicitation release
June 22, 2016:	Submission of questions for clarification
July 11, 2016:	City provides answers to questions
July 27, 2016:	Submissions due at 4:00pm
August 03, 2016:	Vendor clarifications/BAFO, if necessary
August 31, 2016:	Final vendor selection

## **OBJECTIVE**

The objective of this solicitation process is for the City of Hyattsville to procure an Enterprise Resource Planning (ERP) solution that improves access to critical data, allows for managed information sharing between departments and divisions, and assist the municipal management with data analysis for the purposes of improving their strategic visibility into the overall fiscal and operational health of the City. The goal is to improve organizational productivity by increasing efficiency in business activities and processes, as well as make timely and accurate information available to all of the City's stakeholders (e.g., City employees, vendors, council

members; residents; business owners; rental parties such as property owners, landlords, and renters). The project will require the design, architecture, and implementation of the solution, including integration with existing vendor applications, State or Federally-provided systems, on-going application support, and development of training materials and courses for end users.

Currently, each department work with siloed, legacy applications and vendors. The following lists significant challenges identified:

- Lack of readily available data (e.g., reporting and metrics)
- Each department lacks adequate visibility of their own budget
- Many of the City’s routine processes and activities are labor intensive (e.g., inefficient time reporting, procurement, contracts, grants, permit, and report and metric processes)
- Lack of a centralized enterprise solution to support the City’s business processes across all departments
- Not utilizing the full capabilities of existing systems (e.g., ADS ProFund HR module, Comcate)

**SCOPE OF PROPOSAL**

The City seeks a comprehensive Enterprise Resource Planning (ERP) solution and/or supporting integrated systems that best meet the City’s needs outlined in this section.

The ERP solution should consolidate and/or integrate systems where possible and streamline business processes. The components of the ERP solution should include:

- Common financial management applications
  - Payroll
  - Accounts Payable
  - Account Receivable
  - Electronic Time Keeping
  - Cashiering / Credit Card Payment
  - Fixed Assets
  - Budgeting
- Human Resources Management
  - Applicant tracking
  - Recruitment
  - Performance evaluations
  - Benefits administration
  - Training and Development
  - Employee self-service portal
  - Travel and expense management
- Built-in and Customizable Reporting
- Contracts Management
- Grants Management
- Procurement / Purchasing
- Workflow / Electronic Approvals
- Centralized Work Order / Ticketing System
- Electronic Documents Management
- Forecasting
- Centralized Activity Tracking
- Facilities Maintenance
- Fleet Maintenance
- City Capital Projects Tracking
- Development Review & Tracking

The following subsections detail the solution requirements and are organized by department. Each requirement has a priority ranking assigned that indicates the necessity of each requirement:

Priority Ranking	Description
High	A mission critical requirement; required for next release
Medium	Supports necessary system operations; required eventually but could wait until a later release if necessary
Low	A functional or quality enhancement; would be nice to have someday if resources permit

The following sections provide details on requirements and are intended to help clarify the responsibilities, functions, and services provided by each department, as well as the current tools and procedures utilized.

**CITY CLERK DEPARTMENT**

The city clerk has the following functions and responsibilities:

- City council support
- Agenda management and meeting minutes
- Public Information Inquires
- Voting liaison
- Records Management

The top applications used by the department are as follows:

- Granicus Agenda Management solutions (Agenda Management)
- Trello (Agenda Forecasting)
- Microsoft Office Suite

The following table identifies the functions, workflows, and requirements for the **City Clerk Department**:

Functions	Findings	Requested Capability	Priority
City Council Support / Agenda Management	<ul style="list-style-type: none"> <li>▪ Uses primarily excel spreadsheets for tracking activities</li> <li>▪ Tracks legislative actions               <ul style="list-style-type: none"> <li>– Motion tracking</li> <li>– Tracks legislative actions by fiscal year cycle</li> <li>– 125-190 motions per year</li> </ul> </li> <li>▪ Prepares and organizes the City council member’s agenda (meetings)</li> <li>▪ Uses Granicus Peak Agenda software to create and manage agendas</li> <li>▪ Live streams of city council meetings can be accessed from the City’s website</li> <li>▪ Portions of Granicus software is integrated with the City’s website</li> </ul>	Document management, central repository with versioning, tracking changes, granular security capabilities where departments can access the desired documents (self-service)	High
Meeting Minutes	<ul style="list-style-type: none"> <li>▪ Uses Live Manager module in Granicus</li> <li>▪ Meeting minutes are stored in Granicus and on a shared drive</li> <li>▪ A link to the access the minutes from Granicus is posted on the City’s website</li> </ul>	Document management, central repository with versioning, tracking changes, granular security capabilities where departments can access the desired documents (self-service)	High
Public Information Inquires	<ul style="list-style-type: none"> <li>▪ The city receives on average about 45 public information requests per year, most information is public.               <ul style="list-style-type: none"> <li>– Documents</li> <li>– Emails containing certain subjects</li> </ul> </li> </ul>	Document management, central repository with versioning, tracking changes, granular	High

	<ul style="list-style-type: none"> <li>– Video from PD body cameras</li> <li>▪ The city clerk pulls the necessary information if they exist. <ul style="list-style-type: none"> <li>– Paper documents in filing cabinets</li> <li>– Shared drive data</li> <li>– Emails</li> <li>– Video footage</li> </ul> </li> <li>▪ Requests are fulfilled if information exists (partial or full), some information may not be suitable for release. The city’s attorney may review.</li> </ul>	security capabilities where departments can access the desired documents (self-service)	
Voting Liaison	<ul style="list-style-type: none"> <li>▪ Work with City board of supervisors elections (5 members)</li> <li>▪ Manage administration of city council member elections every two years (elected for 4 years) and special elections</li> <li>▪ Document management (excel spreadsheet based to track and manage) <ul style="list-style-type: none"> <li>– Voter registration list</li> <li>– Outreach communication</li> <li>– Voting locations</li> <li>– Office documentation</li> </ul> </li> </ul>	Document management, Activity tracking	High
Records Management	<ul style="list-style-type: none"> <li>▪ Record retention office <ul style="list-style-type: none"> <li>– The city’s various departments frequently request documents from the City clerk, this is labor intensive</li> <li>– Archive room on the 2nd floor</li> <li>– Retention policy was last updated in 1996</li> <li>– Things are sent to offsite when running out of space <ul style="list-style-type: none"> <li>▪ Maryland state archives</li> </ul> </li> <li>– Document retention management system <ul style="list-style-type: none"> <li>▪ What is in place</li> <li>▪ When documents are due to be destroyed</li> </ul> </li> </ul> </li> </ul>	Document management, central repository with versioning, tracking changes, granular security capabilities where departments can access the desired documents (self-service)	High

**FINANCE/OFFICE OF THE TREASURER DEPARTMENT**

The City Treasurer manages the Finance Department. This department’s responsibilities include the following:

- Properly accounting and reporting of all financial activities of the City
- Providing financial information as one element in making policy and administrative decisions
- Preparing the City's annual budget
- Preparing the City's Comprehensive Annual Financial Report
- Preparing and distributing the City payroll
- Paying all City bills
- Investing City funds and debt service on bond issues
- Manages the City’s expenditures
- Tax reporting

The top applications used by the department are as follows:

- ADS ProFund
- Microsoft Office Suite

The following table identifies the divisions and their functions within the department:

Finance Divisions	Functions
Accounting	<ul style="list-style-type: none"> <li>▪ Time keeping</li> <li>▪ Payroll</li> <li>▪ Accounts Payable (AP)</li> <li>▪ Accounts Receivable (AR)</li> <li>▪ General Ledger</li> </ul>
Contracts	<ul style="list-style-type: none"> <li>▪ Contracts</li> </ul>
Grants	<ul style="list-style-type: none"> <li>▪ Grants</li> </ul>
Procurement	<ul style="list-style-type: none"> <li>▪ Purchasing</li> </ul>
Treasury	<ul style="list-style-type: none"> <li>▪ Budgeting and financial reporting</li> </ul>

The following table identifies the functions, workflows, and requirements for the **Accounting Division**:

Functions	Findings	Requested Capability	Priority
Time Entry and Timesheets	<ul style="list-style-type: none"> <li>▪ Excel-based timesheets are submitted by each employee to their respective department head on a biweekly basis via a hard copy</li> <li>▪ Each department head reviews the timesheets and creates a compiled summary hours report using Excel</li> <li>▪ The department head approves the timesheets by signing the hard copies and then forwarding the hard copies of the timesheets and summary report to Finance</li> </ul>	Electronic time keeping	High
		Electronic review and approval process for time reporting	High
		Granular labor codes to account for exceptions (e.g., sick, vacation, over-time)	High
Payroll	<ul style="list-style-type: none"> <li>▪ All employees are paid based on an 80-hour biweekly schedule</li> <li>▪ Finance receives approved/signed timesheet hardcopies for each employee</li> <li>▪ Finance enters in the information into the ADS ProFund software (adjustments are made for vacation, sick leave and other exceptions)</li> <li>▪ Checks are printed using the ADS ProFund software to a special check printer</li> <li>▪ Direct deposits is also an available option</li> <li>▪ Paystubs are printed and sent out to employees every pay period</li> </ul>	Payroll system integrated with an electronic time keeping	High
		Granular labor codes to account for exceptions (e.g., sick, vacation, over-time)	High
		Electronic Expense reporting / reimbursement	High
Accounts Payable (AP)	<ul style="list-style-type: none"> <li>▪ Vendor data is stored in the AP module in ADS ProFund</li> <li>▪ Each vendor is assigned a unique code</li> <li>▪ Each department has access to the AP module to enter bills</li> </ul>	Electronic process for reviewing and approving AP batches	High

	<ul style="list-style-type: none"> <li>▪ AP batches are processed weekly by Finance: <ul style="list-style-type: none"> <li>– AP entries are reviewed by Finance</li> <li>– Finance verifies that the correct account/fund is selected and that funds are available for payment</li> <li>– The most common account/fund used is the “General Fund” fund/account</li> <li>– The department head, finance and the City administrator all must approve the weekly AP batches prior to processing (i.e., signature files or hard copies of approved AP entries are kept in a file cabinet)</li> <li>– Invoices are kept in a file cabinet for about a year, then moved to an archive storage facility</li> <li>– Funds are withdrawn from thousands of accounts/funds in the system</li> </ul> </li> </ul>	Scan and store invoices electronically	High
Accounts Receivable (AR)	<ul style="list-style-type: none"> <li>▪ The Finance Department receives all revenues due to the City, including the following: <ul style="list-style-type: none"> <li>– Intergovernmental revenues</li> <li>– Real property taxes</li> <li>– Rental unit license fees</li> <li>– Business license fees</li> <li>– Traders and peddlers licenses</li> <li>– Temporary sales permit fees</li> <li>– Traffic and other fines</li> </ul> </li> <li>▪ The City creates invoices using the ADS ProFund application</li> <li>▪ All funds (e.g., cash, checks, money orders) received by the City government are entered into the Cash Tracker module in ADS ProFund by Finance</li> <li>▪ Cash Tracker is also used for bank reconciliation</li> <li>▪ The City currently does not have the ability to receive credit card payments</li> </ul>	Credit card payment processing	High
Purchase Order	<ul style="list-style-type: none"> <li>▪ Each department currently does their own purchasing</li> <li>▪ Purchases over \$1,000 requires the City to obtain three quotes</li> <li>▪ Purchases over \$10,000 also requires approval by the City Council</li> <li>▪ A paper form is filled out by each department to initiate a PO request</li> <li>▪ The paper form requires review and signatures from the following parties: <ul style="list-style-type: none"> <li>– Department Head</li> <li>– Grants/Contracts/Procurement Administrator</li> <li>– Treasurer</li> <li>– City Administrator – contracts over \$10,000</li> </ul> </li> <li>▪ After all required signatures, the PO is sent back to Finance for payment</li> </ul>	Electronic procurement / purchasing review and approval process	High

The following table identifies the functions, workflows, and requirements for the **Contracts Division**:

Functions	Findings	Requested Capability	Priority
Contracts	<ul style="list-style-type: none"> <li>▪ Each department director puts together a contract with a vendor for various purchases or services</li> <li>▪ Contract goes to the City Attorney (subcontractor) for review</li> <li>▪ City Attorney reviews and approves and sends it back to the Director</li> <li>▪ Director sends a contract package to Julius</li> <li>▪ Julius then checks ADS to see if funding is available from the proper account                             <ul style="list-style-type: none"> <li>– Director indicates which funds/acct line item for funding</li> <li>– Julius reviews funds/accounts/line items with Finance</li> <li>– Then it gets sent to Ron Brooks the City’s Treasurer for approval</li> </ul> </li> <li>▪ Julius may reach out to the City Attorney for any questions; he doesn't see the contract first</li> <li>▪ The City Attorney only keeps a copy of a contracts over \$100,000</li> <li>▪ Last year the City paid approximately \$170,000 in fees to the City Attorney</li> <li>▪ Due diligence/evidence to show that the contract is in best interest of the City                             <ul style="list-style-type: none"> <li>– Over \$1,000 requires three bids/vendors</li> <li>– Over \$10,000 requires approval by City Council (12 City Council members, elected board members)</li> <li>– Council approves</li> <li>– Upon appropriate approval, finance department then issues payment</li> </ul> </li> </ul>	Electronic Contracts management / review and approval	High

The following table identifies the functions, workflows, and requirements for the **Grants Division**:

Functions	Findings	Requested Capability	Priority
Grants	<ul style="list-style-type: none"> <li>▪ Julius reviews and researches available grants</li> <li>▪ Directors of each department also search for available grants</li> <li>▪ Each department applies for grants every 2-3 weeks</li> <li>▪ Putting a package together to apply for a grant (writing grant requests)</li> <li>▪ When a grant is approved, the grant goes to the City Council to approve into the budget</li> <li>▪ The grant funds are deposited into the proper fund/account</li> <li>▪ Some grants come with stipulations; they require progress reports on how the funding is being spent</li> <li>▪ Julius needs to know when a grant is up for renewal,</li> </ul>	Electronic grants management system / review and approval	High
		Activity tracking	High
		Tracking and Reporting of Grant funded activities	High
		Automatic alerts when grants nearing renewal	High

	<p>and right now he keeps this information in an Excel spreadsheet; he would like automatic notices of when grants are up for renewal</p> <ul style="list-style-type: none"> <li>▪ Not many grants currently require reporting, but more that require it will be coming</li> <li>▪ Law states that copies of POs and invoices need to be kept for seven years</li> <li>▪ One year’s worth of POs and invoices are kept onsite, then moved to storage</li> </ul>	Ability to generate automated reports and notifications (e.g., quarterly reports to grant provider)	High
		Electronic storage of POs and invoices	High

**HUMAN RESOURCES DEPARTMENT**

The Human Resources Department oversees all recruiting, hiring, and personnel matters for the City of Hyattsville.

The top applications used by the department are as follows:

- Microsoft Office Suite
- No other applications used by HR

The following table identifies the functions, workflows, and requirements for the **HR Department**:

Functions	Findings	Requested Capability	Priority
General HR Management	<ul style="list-style-type: none"> <li>▪ Responsible for the overall function of the Human Resources for the City               <ul style="list-style-type: none"> <li>– Addresses all HR, Legal, and EEO issues</li> <li>– Policy and procedure development and implementation</li> <li>– Benefit and salary surveys</li> <li>– Position description development and review</li> <li>– Update to and administration of employee benefits</li> <li>– Administers conditions of employment through the Personnel Manual</li> <li>– Administers the review and disciplinary actions as required</li> <li>– Responsible for adherence to the City's Grievance Procedure</li> </ul> </li> </ul>	Where appropriate, institute electronic tracking of the noted findings	High
Hiring	<ul style="list-style-type: none"> <li>▪ HR performs the following hiring functions:               <ul style="list-style-type: none"> <li>– Posts jobs</li> <li>– Performs background checks</li> <li>– Performs initial interview</li> <li>– Conducts new hire orientation</li> <li>– Completes all HR-related paperwork</li> <li>– Enters employee data into an MD state database</li> </ul> </li> </ul>	Human Resource Management: <ul style="list-style-type: none"> <li>▪ Electronic application tracking and management</li> <li>▪ Recruitment</li> <li>▪ Benefits administration</li> <li>▪ Travel and expense</li> <li>▪ Employee self-service portal</li> </ul>	High

Skills and Certifications Annual Assessments and Payments	<ul style="list-style-type: none"> <li>Employees receive additional bonuses for holding certain skills and certifications, which is currently being tracked and managed via an Excel spreadsheet: <ul style="list-style-type: none"> <li>Languages skills (e.g., Spanish)</li> <li>Certifications for various skills</li> </ul> </li> </ul>	HR database, track employee training and development (e.g., schedules, status, certifications)	High
Performance Review	<ul style="list-style-type: none"> <li>This activity is also tracked via Excel</li> <li>Quarterly notices that are due for performance reviews (could be automated)</li> <li>PCN - payroll change notice (paper document)</li> </ul>	Provide automatic 30-day notice that an employee is due for a performance review	High
		HR database with employee records (e.g., hire dates, DOB, demographics, performance review dates, service awards)	High
		System to track performance evaluation	High
Reporting	<ul style="list-style-type: none"> <li>No automated or efficient reporting tools currently in use by HR</li> <li>Reporting is carried out using Microsoft Office Suite and paper documents</li> </ul>	Standard and custom reporting capabilities	High
		Well defined and granular job/labor codes to accurately track employee time	High
		Ability to implement volunteer work/labor code; employees may have admin time for volunteer work	High

## **COMMUNITY AND ECONOMIC DEVELOPMENT (CED) DEPARTMENT**

The Community and Economic Development department helps facilitate the following:

- The City’s economic development
- Acquisition and administration of grant funding
- Manages local community planning
- Reporting on development work in the area
- Collect and map local assets

The top applications used by the department are as follows:

- Comcate (SaaS) – Used for managing code compliance
- ESRI ArcGIS – Used to map the City’s assets
- Duncan Solutions (SaaS) – Used for managing parking compliance
- Microsoft Office Suite

The following table identifies the divisions and their functions within the CED Department:

<b>CED Divisions</b>	<b>Functions</b>
Code Compliance	<ul style="list-style-type: none"> <li>Enforces the City’s codes</li> </ul>
Parking Compliance	<ul style="list-style-type: none"> <li>Enforces parking compliance</li> </ul>
Geographic Information Systems (GIS)	<ul style="list-style-type: none"> <li>Maps the City’s assets digitally</li> </ul>
Community Development	<ul style="list-style-type: none"> <li>Manages the City’s development projects</li> </ul>

The following table identifies the functions, workflows, and requirements for the **Code Enforcement Division**:

Functions	Findings	Requested Capability	Priority
Code Compliance	<ul style="list-style-type: none"> <li>■ There are currently three inspectors that perform the following functions:               <ul style="list-style-type: none"> <li>– Multi-family home inspections (e.g., apartment buildings)</li> <li>– Home rentals inspections</li> <li>– Inspect property maintenance and upkeep (e.g., defects, high grass, trash)</li> <li>– Inspect for code compliance (fire and life safety, appliances, sanitary conditions, egress and emergency exits)</li> <li>– Inspect businesses for code compliance</li> </ul> </li> </ul>	Accurate lookup of property addresses in the system used to track Code efforts.	High
	<ul style="list-style-type: none"> <li>■ The Comcate (SaaS) web-based application/database is used to manage code enforcement and business licenses:               <ul style="list-style-type: none"> <li>– The Comcate system has been in use for about four years; the City would like to explore additional features and capabilities that they may not be aware of and would like to receive additional training on the system</li> <li>– Inspectors in the field use iPad tablets to access the Comcate web portal; a standalone app is not in use</li> <li>– There are occasional issues with pulling up the correct property address within Comcate; this is an ongoing pain point; Comcate pulls the data from the county and state databases which are not always accurate</li> <li>– The Comcate application can be accessed by inspectors from a tablet or laptop in the field, but code compliance and inspection forms cannot be printed during the inspection; this is a capability the inspectors would like to have</li> </ul> </li> </ul>	Accurate property information (current owner)	High
	<ul style="list-style-type: none"> <li>■ Business Licenses:               <ul style="list-style-type: none"> <li>– Business licenses are issued for one year, annual application</li> <li>– The fee is based on the business size and application</li> <li>– An application for a business license is available for download from the City’s website; a hardcopy of the application must be submitted along with a cash or check payment via mail or in person to the City government office; online application submission and CC payment is currently not available</li> <li>– An inspector performs the initial inspection using a paper form and a copy is provided to the business; the inspector then provides the paper form to another person in the department who inputs the same information into the Comcate application.</li> <li>– The inspectors would like the option to use an electronic form on a laptop or tablet to directly input</li> </ul> </li> </ul>	Integration with Police Department CAD database for specific information. When the police department’s issues a nuisance or similar violation, the violation can be automatically available to the Code team. The Code team can then review trend and historical data of violations.	Medium
			The Comcate system currently is not providing notifications of when a business or rental license is up for renewal. The Code team would like the ability for citizens to be able to quickly view their license status, apply for or renew licenses online, and be

	<p>the information into the system in real-time and provide an electronic copy of the inspection form/report via email; a hardcopy would be optional.</p> <ul style="list-style-type: none"> <li>▪ Inspect egress and fire suppression systems</li> <li>▪ Trash on the property</li> </ul> <ul style="list-style-type: none"> <li>▪ Permits <ul style="list-style-type: none"> <li>– Applications for permits can be downloaded from the City’s website</li> <li>– Completed applications are delivered by mail or in person to the city office</li> <li>– The City issues permits for street access, driveway construction/street apron, public parking, tree removal, and residential parking</li> <li>– The city is currently evaluating “Four,” a point of sale payment solution for permits and registration fees</li> </ul> </li> <li>▪ Comcate system does not always pull up the correct address in the system (pulls the data from the county and state databases which are not always accurate). The Comcate system is supposed to pull property information from the county database; however, the information is not always in sync (e.g., outdated property owner information)</li> <li>▪ The Comcate system is not being fully utilized, and there are features and modules not in use; the City may want to explore existing capacities and receive more training on the system</li> <li>▪ An administrative team member enters in the completed paper inspection forms and code violation notices into the Comcate system; this staff member also is responsible for issuing the formal violation notices</li> </ul>	<p>able to accept credit card payments.</p>	
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The following table identifies the functions, workflows, and requirements for the **Parking Compliance Division**:

Functions	Findings	Requested Capability	Priority
<p>Parking Compliance</p>	<ul style="list-style-type: none"> <li>▪ The City uses hardware and software solutions provided by Duncan Solutions (DS) to manage/enforce parking compliance</li> <li>▪ DS provides the hardware (e.g., parking meters, handheld devices used for ticketing) and software, and handles the collection of fees and fines</li> <li>▪ The application is accessed via a Citrix application portal(SaaS)</li> <li>▪ Autosite software on handheld devices used by parking aids to issue tickets</li> <li>▪ There are currently two full-time and one part-time parking aids</li> <li>▪ Duncan Solutions will soon phase out providing and supporting the parking meter hardware; the City is currently looking for other providers</li> <li>▪ Duncan's processing and backend functions work well. There are challenges with the ease and speed of information exchange with the county court system and Duncan solutions</li> </ul>	<p>More efficient and automated process for processing tickets, changing parking fines, and suspending tickets (most of process is paper based)</p>	<p>Low</p>

The following table identifies the functions, workflows, and requirements for the **Geographic Information Systems (GIS) Division**:

Functions	Findings	Requested Capability	Priority
Geographic Information Systems (GIS)	<ul style="list-style-type: none"> <li>▪ The GIS team utilizes ESRI’s ArcGIS platform to provide GIS related integration and services for the City</li> <li>▪ ArcGIS Online</li> <li>▪ ArcGIS on premise applications</li> <li>▪ Used to map the City’s assets (e.g., buildings, parking meters, trees)</li> <li>▪ Map the City’s development projects</li> <li>▪ Trending property tax values based on location</li> <li>▪ Receives data and information from other departments via Excel file and paper documents</li> </ul>	Central data repository that the GIS team can access to collect data needed for GIS related efforts. Data is currently provided to the GIS team from various sources and formats by the departments	High

The following table identifies the functions, workflows, and requirements for the **Development Division**:

Functions	Current Process	Requested Capability	Priority
Development	<ul style="list-style-type: none"> <li>▪ The Development team is responsible for the following functions: <ul style="list-style-type: none"> <li>– Track property tax revenues</li> <li>– Track and manage the City’s development projects such as commercial and residential development projects; this effort is currently managed primarily using paper documents, Excel spreadsheets, and other various file formats that are in project folders on a file server (paper documents are stored in file cabinets located the City government office)</li> </ul> </li> <li>▪ The City tracks the following development project phases: <ul style="list-style-type: none"> <li>– Site review – Receives and reviews site plans provided; site plans may require changes and amendments, both minor or major</li> <li>– Permit – Issues necessary permits</li> <li>– Construction – Tracks construction</li> </ul> </li> <li>▪ The City manages on average tracks two live development projects each quarter</li> <li>▪ The City does not have an efficient process to track development projects</li> <li>▪ Current efforts are managed by tracking and reviewing paper documents, Excel spreadsheets and other electronic data stored on a file server</li> <li>▪ Development data is not well organized: <ul style="list-style-type: none"> <li>– Project documents</li> <li>– Grant related documents</li> </ul> </li> </ul>	Tool to track all phases of a development project in a centralized application and database	High
		Ability to quickly see the chronology of site plans (see changes)	High
		An automated notification message sent to the City administrator and major when a new business is opened in the City	Medium
		Ability store and track all activities for a development project (e.g., meeting minutes, timestamp of activities)	High
		A central database that stores data valuable to the City (e.g., number of parking spaces, unit counts for multi-	High

	<ul style="list-style-type: none"> <li>– Site plans</li> <li>– Presentations</li> <li>– County resolutions</li> <li>▪ Prince George’s county has a development tracking system that tracks site plans and can see resolutions</li> </ul>	family dwellings); ability to cross reference data and produce reporting	
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**COMMUNITY SERVICES (CS) DEPARTMENT**

The CS department provides the City’s youth programs, services for seniors and people with disabilities, volunteer opportunities, communications and community outreach, and video and cable programing.

The following table identifies the divisions and their functions within the department:

Community Services Divisions	Functions
Communications and Video	<ul style="list-style-type: none"> <li>▪ Informs residents with information regarding the City’s governance, operations, and activities</li> </ul>
Volunteer Services	<ul style="list-style-type: none"> <li>▪ Provides volunteer opportunities with the City’s various needs</li> </ul>
Senior/Disability Services	<ul style="list-style-type: none"> <li>▪ Provides seniors with assistance to various resources</li> </ul>
Youth Programs	<ul style="list-style-type: none"> <li>▪ Organizes programs for the City’s children and teens</li> </ul>
Celebrations and Events Planning	<ul style="list-style-type: none"> <li>▪ Organizes events</li> </ul>

The following table identifies the functions, workflows, and requirements for the **Communications and Video Division**:

Functions	Current Process	Requested Capability	Priority
Communications and Video	<ul style="list-style-type: none"> <li>▪ This division maintains and administers the City’s public website</li> <li>▪ The City’s website is hosted by CivicPlus</li> <li>▪ The City’s outreach effort is carried out using various methods (e.g., events, website, video, social media, cable TV, city paper)</li> <li>▪ The City has a cable channel, and the channel shows City Council meetings live and on replay</li> <li>▪ This division provides video streaming services; a link is posted on the City’s website</li> <li>▪ These efforts are not centrally tracked or managed; currently using Office suite and paper documents</li> <li>▪ Lack of real-time visibility to each department’s budget</li> </ul>	Real-time access and better visibility to each departments own budget	High
		Electronic procurement / purchasing system	High
		New system should allow revenues received from subsidized events to go back into the appropriate fund/line item	Medium
		Track resident participation in city activities and be able to cross reference that with other interactions with the city (frequent users of city services)	High
		Organizational Budgeting tool	High

The following table identifies the functions, workflows, and requirements for the **Volunteer Services Division**:

Functions	Current Process	Requested Capability	Priority
Volunteer Services	<ul style="list-style-type: none"> <li>▪ The City reaches out to the community, primarily schools and universities for volunteers to assist with various needs related to city services</li> <li>▪ Some past volunteer efforts include: <ul style="list-style-type: none"> <li>– Mapping of city’s assets (e.g. trees)</li> <li>– Conducting surveys for the City</li> <li>– Senior surveys, tabulating results</li> </ul> </li> <li>▪ Currently this effort is being managed using the Microsoft Office suite and paper documents.</li> <li>▪ Need a system to manage and track volunteer efforts</li> <li>▪ Typed up summary reports of volunteer efforts are shared with other departments on average 2-3 times per month</li> <li>▪ The City’s volunteer program saves the City money by offsetting burden or work to paid staff</li> </ul>	<p>A system to be able to centrally manage and track the City’s volunteer efforts.</p> <p>Track volunteer hours</p>	High

The following table identifies the functions, workflows, and requirements for the **Senior/Disability Services Division**:

Functions	Findings	Requested Capability	Priority
Senior / Disability Services	<ul style="list-style-type: none"> <li>▪ This division provides assistance to seniors and people with disabilities</li> <li>▪ The City provides bus services for seniors</li> <li>▪ Refer people to appropriate resources for various assistance: <ul style="list-style-type: none"> <li>– Medical resources</li> <li>– Housing resources</li> </ul> </li> <li>▪ This division coordinates and organizes activities for seniors: <ul style="list-style-type: none"> <li>– Ageless grace program for seniors every Wednesday and Fridays</li> <li>– Movie nights</li> </ul> </li> <li>▪ The costs for some programs and events are subsidized by the City (For example, if the department organized a movie night for seniors and the theater charges \$10 per ticket, the City will prepay for the tickets at \$10 per ticket. The cost for the tickets will then be deducted from the appropriate fund/line item. The department will later recoup 50% of the cost by charging the attendees the subsidized price of \$5 dollars per ticket. However the money recouped from the subsidized ticket sales is not added back to the same fund/line item. It is recorded and placed back in the City’s general fund. So the actual cost of the event is not accurately reflected in the fund/line item.)</li> </ul>	Real-time access and better visibility to each departments own budget	High
		Online reservation system for bus services for seniors	Medium
		Ability to centrally access and manage emergency contact information for seniors	High
		A system that can provide automated notifications and reports	High
		Electronic procurement / purchasing system	High

	<ul style="list-style-type: none"> <li>▪ Spending for unrelated items is sometimes lumped together under the same category or line item</li> <li>▪ Grant money received for the City’s various departments and programs is sometimes not communicated to the department heads or staff members, so the departments are sometimes not aware these funds are available; department heads and staff members do not have adequately visibility to their budget and funds/line items</li> </ul>	Revenues received from subsidized events go back into the appropriate fund/line item	Medium
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The following table identifies the functions, workflows, and requirements for the **Youth Programs Division**:

Functions	Findings	Requested Capability	Priority
Youth Programs	<ul style="list-style-type: none"> <li>▪ This division provides the City with youth-based programs and services, such as registrations for camp programs</li> <li>▪ People can register for the camp programs from the City’s website by filling out a web based form; the completed form is then emailed to a staff member</li> <li>▪ Registration payments are handled by a third party, CivicPlus</li> <li>▪ A \$2 transaction fee is added by CivicPlus for online credit card transactions; it is currently difficult to track the online payment transactions with the correct registrant</li> <li>▪ Sometimes it is difficult to verify payment (e.g., CivicPlus system indicates payment was received for a registrant but the City cannot verify via their own tracking methods)</li> </ul>	Central database to track activities	High
		Standard and custom reporting	High

The following table identifies the functions, workflows, and requirements for the **Celebrations and Events Division**:

Functions	Current Process	Requested Capability	Priority
Recreation and Events Planning	<ul style="list-style-type: none"> <li>▪ Organizes year round events for the City <ul style="list-style-type: none"> <li>– Festivals</li> <li>– Holiday celebrations</li> <li>– Special events</li> </ul> </li> <li>▪ Tracking and management of these activities are mainly done via excel spreadsheets and paper documents.</li> <li>▪ Event schedules and details are posted on the City’s website <ul style="list-style-type: none"> <li>– Registration forms are available for download</li> </ul> </li> </ul>	Central database to track activities	High
		Standard and custom reporting	High

**PUBLIC WORKS DEPARTMENT**

The Department of Public Works (DPW) provides a wide range of services for the City.

- Solid Waste Management
- Maintenance Operations
- Park and Tree Maintenance

The top applications used by the department are as follows:

- FacilityDude (i.e., used for scheduling, in-house repairs, work request ticketing system)
- Dossier Fleet Management (i.e., used to track preventive maintenance requests, inventory, repairs)
- Time Guardian (i.e., time guard - biometric time, leave sheets, overtime sheets, every other Monday data from time guard is exported to Excel)
- IPCS (i.e., used to weigh salt; scale system)
- TRAXpro (i.e., traffic analysis/counter system, information given to council, reports created using Crystal Reports)
- Microsoft Office Suite

The following table identifies the divisions and their functions within the department:

Public Works Divisions	Functions
Street Maintenance	<ul style="list-style-type: none"> <li>▪ Maintains the City’s roads</li> </ul>
Vehicle fleet maintenance	<ul style="list-style-type: none"> <li>▪ Maintains the City’s vehicle fleet</li> </ul>
Buildings and grounds maintenance	<ul style="list-style-type: none"> <li>▪ Maintains the City’s buildings and grounds upkeep</li> </ul>
Park and Tree Management	<ul style="list-style-type: none"> <li>▪ Green space maintenance</li> </ul>
Solid Waste Management	<ul style="list-style-type: none"> <li>▪ Trash pick-up services</li> </ul>

The following table identifies the functions, workflows, and requirements for the **Street Maintenance Division**:

Functions	Findings	Requested Capability	Priority
Street Maintenance	<ul style="list-style-type: none"> <li>▪ The City monitors and maintains the City’s roads and sidewalks (e.g., pothole repair, snow removal, leaf collection, road signs, lights, and general upkeep); this effort is managed and tracked using the FacilityDude work order management system</li> <li>▪ The majority of the City’s public lights are maintained by Pepco, but some are maintained by the City</li> <li>▪ Citizens can report potholes and outages of lights by contacting the City by phone</li> <li>▪ The City will create a work order in the FacilityDude software and assign it to the appropriate resource for street maintenance related requests</li> <li>▪ An administrative staff member checks the previous day’s voice messages for any complaints, requests, and reports for items (e.g., missed trash pickup, large item pick-up, bulk trash, fallen tree)</li> <li>▪ Street access permits are requested by downloading an application from the City’s website; a signed hardcopy of the application is then mailed or delivered to the City clerk’s office with payment               <ul style="list-style-type: none"> <li>– Type of permits (Street access, Street closure, driveway construction, tree removal)</li> </ul> </li> </ul>	Ability to apply and make payments for permits electronically	High
		Automated phone operator with FAQ information for citizens	Low
		Centralized work order / ticketing system	High

The following table identifies the functions, workflows, and requirements for the **Vehicle Fleet Maintenance Division**:

Functions	Findings	Requested Capability	Priority
Vehicle Fleet Maintenance	<ul style="list-style-type: none"> <li>▪ The City has a fleet of approximately 15 vehicles used for various city services:                             <ul style="list-style-type: none"> <li>– Trash trucks</li> <li>– Pick-up trucks</li> <li>– Snow removal vehicles</li> <li>– Construction vehicles</li> <li>– Cars</li> </ul> </li> <li>▪ The City maintains their vehicles at the public works facility; this is where maintenance and repair work are performed</li> <li>▪ The City uses a software solution called Dossier Fleet Management for inventory management, tracking and creating work orders for repairs; the software is installed on premise</li> </ul>	Central work order / ticketing system with access from mobile devices; update and track work in real-time	High
		Streamline process for receiving repair request, order required parts, schedule labor, and complete repair	High
		Automatically notify the internal customer of maintenance and repair status from the ticketing system	Medium
		Track parts orders and expected delivery dates	High

The following table identifies the functions, workflows, and requirements for the **Buildings and Grounds Maintenance Division**:

Functions	Findings	Requested Capability	Priority
Buildings and Grounds Maintenance	<ul style="list-style-type: none"> <li>▪ The City maintains 4 buildings and the upkeep of the surrounding grounds</li> <li>▪ Monthly checks of the buildings are performed</li> <li>▪ The City uses a SaaS solution called FacilityDude to track and manage maintenance work for buildings and grounds and the City’s streets</li> <li>▪ Work orders are created in FacilityDude to track and manage maintenance work</li> <li>▪ Currently to check on the status of a permit, the City has to manually retrieve from filed paper documents and via other manual methods</li> </ul>	Electronic access to permits information	High

The following table identifies the functions, workflows, and requirements for the **Park and Tree Management Division**:

Functions	Findings	Requested Capability	Priority
Park and Tree Management	<ul style="list-style-type: none"> <li>▪ Responsible for the maintenance and upkeep of the City’s parks (e.g., ballparks, playgrounds) and greenery (e.g., trees, plants, flowers, grass).</li> <li>▪ Routinely out in the field to inspect and look</li> </ul>	A database or solution that can inventory and store information of the City’s greenery assets	High

	<p>for issues; any issues are written down on a notepad or noted on a mobile phone, and when returning to the office, the same information is recorded onto an Excel spreadsheet</p> <ul style="list-style-type: none"> <li>▪ As with other departments, tracking is mainly done via Excel spreadsheets and paper documents (e.g., tree permits log, tree inventory)</li> <li>▪ ArcGIS software is used to map the City’s trees on a digital map; information about a tree can be entered into the system; the system is currently not capable of storing historical information for a tree; if new data for a tree is entered into the system using an electronic form, the old data is overwritten</li> <li>▪ Major issues or complaints regarding greener are also entered into the FacilityDude application for tracking</li> </ul>	Central work order / ticketing system with access from mobile devices, update and track work order and projects in real-time	High
		Ability to access historical data of greenery assets (e.g. a tree has consistent failures over time, information to determine if tree needs to be removed)	High
		Electronic access to permits (tree permits); centrally stored and online access to permits	High

The following table identifies the functions, workflows, and requirements for the **Solid Waste Division**:

Functions	Findings	Requested Capability	Priority
Solid Waste Management	<ul style="list-style-type: none"> <li>▪ Responsible for the City’s waste removal: <ul style="list-style-type: none"> <li>– Trash and yard wastes, leaf pickup</li> <li>– Large trash and furniture pickup</li> <li>– Hazardous materials and e-recyclables drop off services</li> </ul> </li> <li>▪ Normal trash pickup services are done weekly</li> <li>▪ Other pickup services are performed ad hoc</li> </ul>	TBD	TBD

## **POLICE DEPARTMENT**

The City’s police department (PD) has approximately 43 sworn officers and 12 civilian employees. The City’s police department operates mostly independently from the City government. The PD’s IT infrastructure is separate from the City government’s IT infrastructure. The only major function that the PD relies on the City government for is its accounting services.

The top applications used by the department are as follows:

- ADS ProFund 3.04
- Microsoft Office Suite

The following table identifies the functions, workflows, and requirements for the **Police Department**:

Functions	Findings	Requested Capability	Priority
Police Department	<ul style="list-style-type: none"> <li>▪ The PD maintains their own IT infrastructure (e.g., networking, servers, workstations, applications, support)</li> <li>▪ The PD utilizes the City’s accounting services</li> </ul>	Access to data from the code	Medium

	<ul style="list-style-type: none"> <li>▪ The PD uses an internally-developed time entry system; time information is then exported and provided to the City’s finance department for payroll</li> <li>▪ The PD uses a sophisticated computer-aided dispatch system: <ul style="list-style-type: none"> <li>– SQL backend</li> <li>– Dispatch functions</li> <li>– Mobile CAD client</li> <li>– Electronic police report</li> </ul> </li> <li>▪ The PD uses an internally developed web based employee portal: <ul style="list-style-type: none"> <li>– Stores the employee manual</li> <li>– PD General Orders (Similar to SOPs)</li> <li>– Officers can read the orders online and acknowledge electronically that they read the information</li> </ul> </li> <li>▪ The City’s PD will soon transition and be integrated to Prince George’s County’s CAD system; the existing CAD system will become obsolete</li> <li>▪ A vehicle maintenance officer manages the maintenance of the police vehicles: <ul style="list-style-type: none"> <li>– Approves and track work and repairs</li> <li>– Maintains maintenance records</li> <li>– Tracks issuing of vehicles</li> </ul> </li> <li>▪ The PD currently tracks and manages the maintenance of the police vehicle fleet using Excel spreadsheets; the police vehicles are not maintained by the City, the maintenance is outsourced</li> <li>▪ Video data from police vehicles and officer body cams are uploaded to a server</li> <li>▪ A designated staff member handles payment for tickets and provides copies of police reports when requested; if an officer writes a parking ticket, it is hand-delivered to the City government office (code, clerk)</li> <li>▪ As with all other departments, a designated staff member enters in the PD’s account payables directly into the ADS system</li> </ul>	<p>department (i.e., officers need information regarding properties such as address, last known owner, occupancy status, business license status, occupancy permit)</p>	
		<p>Citywide asset tracking and management system (e.g., issued equipment for officers)</p>	<p>High</p>
		<p>Citywide vehicle fleet maintenance system</p>	<p>High</p>

**ERP SOLUTION SUPPORT AND TRAINING**

Include application support and training as applicable based on your solution.

## **PROPOSAL REQUIREMENTS**

All proposals should be prepared concisely and in a logical order that addresses all the stated requirements. Additionally, include the following:

1. Understanding of Requirements
2. Technical Solution and Approach
3. Staffing Approach and Qualifications
  - a. Three references of similar size and scope
4. Firm Experience and Capabilities
  - a. Key resumes/bios
5. Proposed Timeline
6. Pricing

## **COMPENSATION FOR SERVICES (FEE)**

The City intends to enter into a professional services contract(s) for the proposed project term. Compensation for the services rendered, will be based upon a contract and is not to exceed fees provided in the response to this proposal.

## **EVALUATION CRITERIA AND SELECTION PROCEDURES**

The RFPs will be publicly opened and read at 10:00 AM on **Thursday, July 28, 2016** in the Prangley Room of the **City of Hyattsville's Municipal Building, 4310 Gallatin Street, Hyattsville, Maryland.**

Proposals from all Vendors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated. The Vendors best meeting the experience and approach will then be selected for interviews.

The City reserves the right to reject any and all RFP submissions and further reserves the right to re-issue the RFP.

For our evaluation criteria, see Attachment A.

## **GENERAL CONDITIONS FOR PROPOSALS**

Failure to read the RFP and comply with its instructions will be at the Vendor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Vendor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Vendor's willingness to comply with all terms and conditions set forth the herein.

## **SUBMISSION OF QUALIFICATIONS**

The RFP responses will be received by the City Clerk, no later than **4:00 PM, Wednesday, July 27, 2016**, and shall be mailed or hand delivered to:

**The City of Hyattsville  
4310 Gallatin Street  
Hyattsville, Maryland 20781  
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Jim Chandler, Assistant City Administration in writing by email at [jchandler@hyattsville.org](mailto:jchandler@hyattsville.org). Questions specific to this solicitation will be accepted until **5:00 PM on Monday, July 11, 2016**.

### **TECHNICAL BID SECTION**

A Vendor responding to this Request for Proposal (RFP) for “ERP Solution” must submit a technical proposal prepared in accordance with the guidelines stated in the RFP. Failure to comply with these requirements will result in a disqualification of the application. The City will base the selection of developers on documentation submitted in the technical proposal.

Applicants must submit **seven total copies of their bid. These copies must adhere to the following format: five (5) bound, one (1) unbound and one (1) digital pdf copy of the proposal on thumb drive.** Each Vendor will be evaluated, rated and/or ranked, based on information provided in their proposal.

### **PRICE TO REMAIN VALID**

Any costs proffered with a proposal must be valid for a period of **90 days** from the due date of the proposal once the Vendor is picked.

## **AMENDMENT OR CANCELLATION OF THE RFP**

The City of Hyattsville reserves the right to cancel, amend, modify, or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

## **PROPOSAL MODIFICATIONS**

No additions or changes to any proposal will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

## **SUSPENSION AND/OR DEBARMENT**

Developers, Contractors, Companies, Vendors, or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from submitting an application under this Program. A Vendor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such Vendor will be reported to the State's Attorney General and Comptroller's Office.

## **PRESENTATION OF SUPPORTING EVIDENCE**

Vendors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their proposal that the City of Hyattsville deems to be necessary or appropriate.

## **ERRONEOUS DISBURSEMENT OF FUNDS**

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

## **PROPOSAL PREPARATION COSTS**

Vendors are responsible for all costs and expenses incurred in the preparation of a proposal to respond to this solicitation.

## **THIS SOLICITATION IS NOT A CONTRACT**

This solicitation is not a contract and will not be interpreted as such.

## **SUB-CONTRACTORS**

The Vendor submitting a proposal certifies and warrants that all payments of fees charged by any sub-contractors pursuant to that contract are the sole responsibility of the Vendor.

## **LEGAL TERMS**

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

**The City of Hyattsville will not agree to terms that are not consistent with this policy.**

**END OF RFP**

## ATTACHMENT (A) ERP SOLUTION PROPOSAL SCORE CARD

Vendor:		Possible	Assigned
Reviewer:		Score	Score
A	Understanding of Requirements	0 – 10	
B	Technical Solution and Approach	0 – 40	
C	Staffing Approach and Qualifications	0 – 15	
D	Firm Experience and Capabilities	0 – 15	
E	Pricing	0 – 20	
<b>Total Score</b>		<b>0 - 100</b>	
Comments from Reviewer:			

## ATTACHMENT (B) SAMPLE CONTRACT FORM – CITY OF HYATTSVILLE

### AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and \_\_\_\_\_, hereinafter referred to as “Contractor”.

#### *RECITALS*

**WHEREAS**, the Hyattsville City Council authorized the City Administrator to enter into a contract for planning, design, cost estimating, surveying, preparation of construction documents, reproduction cost, bidding, bid evaluation, construction administration, final inspection, and project acceptance of the renovation and addition of 3505 Hamilton Street hereafter named the “Project”.

**WHEREAS**, the Contractor and the City pursuant to that authorization are entering into this contract the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response the City’s written Request for Qualifications, all of Contractor’s bid responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

#### **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

#### ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the drawing for the Project and related documents, as well as all other work as reasonably required by the City. The Project will include for planning, design, cost estimating, surveying, preparation of construction documents, reproduction cost, bidding, bid evaluation, construction administration, final inspection, and project acceptance of the various projects throughout the City.

## ARTICLE- II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

## ARTICLE- III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows:

The unit price for each of the components of this project, for planning, design, cost estimating, surveying, preparation of construction documents, reproduction cost, bidding, bid evaluation, construction administration, final inspection, and project acceptance of the various projects throughout the City. Invoices will be provided on a regular basis and will be submitted within the first five business days of the following month. The invoice will list the cost of each installed component, or part of installed component, by quantity installed by unit price, with totals for each component and a grand total.

## ARTICLE- IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

### A. Contractors Proposal

## ARTICLE- V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.

- A. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.
- B. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.
- C. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE- VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE- VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

ARTICLE- VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to

City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

#### ARTICLE- IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

#### ARTICLE- X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the

termination and for reasonable reimbursable expenses properly incurred prior to the termination. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

#### ARTICLE- XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

#### ARTICLE- XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

#### ARTICLE- XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

#### ARTICLE- XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully

and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and Restoration bonds, acceptable to the City prior to commencing any public works construction project.

#### ARTICLE- XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in

defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

#### ARTICLE- XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

#### ARTICLE- XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

#### ARTICLE- XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE- XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. 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.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

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

THE MAYOR AND CITY COUNCIL OF HYATTSVILLE

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

# **SAMPLE CONTRACT FORM – CITY OF HYATTSVILLE**

## **AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and \_\_\_\_\_, hereinafter referred to as “Contractor”.

## **RECITALS**

**WHEREAS**, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding new office space in the Municipal Building (hereinafter, the “Project”).

**WHEREAS**, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to a site visit, architectural drawings and the City’s oral Request for Proposal (hereinafter, the “RFP”), all of Contractor’s bid responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

## **TERMS**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the drawing for the Project and related documents, as well as all other work as reasonably required by the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: \$X,XXX.XX

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. Architectural Drawing
- B. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services.
- C. Contractor's Response

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

- A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.
- B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.
- D. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.
- E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

## ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

## ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

## ARTICLE VIII. OWNERSHIP OF DOCUMENTS

A. City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

B. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and shall be co-signed by the City Treasurer, or in his or her absence, by the Mayor.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses

properly incurred prior to the termination. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

#### ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the

breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

## ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

### ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

### ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company

agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative).”

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and Restoration bonds, acceptable to the City prior to commencing any public works construction project.

#### ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the

performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

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In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

#### ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other

than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. 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.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement

or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

CONTRACTOR

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

THE MAYOR AND CITY COUNCIL OF  
HYATTSVILLE

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