

November 8, 2022

RFP# FIN11082022

The logo of the City of Hyattsville is a circular emblem with a red border. The top arc of the border contains the text "WORLD WITHIN WALKING DIST" and the bottom arc contains "CITY OF HYATTSVILLE". The central image depicts a white house with a porch, a winding path, and a tree under a blue sky with clouds.

City of Hyattsville – RFP

Request for Proposal

**Auditing Services for the
City of Hyattsville**

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

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REQUESTS FOR PROPOSALS

The City of Hyattsville, Maryland invites sealed responses from qualified certified public accountant (CPA) firms to this Request for Proposal (RFP) #FIN11082022, for Auditing Services for the City of Hyattsville.

BACKGROUND AND OBJECTIVE

The City of Hyattsville is a Smart-Growth community located in Prince George's County, Maryland, within the Washington, D.C., metropolitan area and is in close proximity to the University of Maryland campus at College Park as well as many other private and public colleges and universities.

The purpose of this RFP is to solicit proposals for Independent Audit and Financial Reporting Services to the City of Hyattsville, in accordance with the attached specifications and proposal documents.

The City is seeking sealed proposals from qualified certified public accountant (CPA) firms to conduct a financial statement audit and federal single audit for the City of Hyattsville for 3 fiscal years ending June 30, 2021, through June 30, 2023. The City's financial statements must be completed in time to meet the State of Maryland's reporting deadline.

RFP Solicitation Schedule:

November 8, 2022: Solicitation

November 15, 2022: Questions Due by 5:00PM

November 21, 2022: Proposals Due at 3:00PM

November 22, 2022: Proposals Opened at 9:00AM

November 28, 2022: Notification of Intent to Award

SCOPE OF PROPOSAL

The selected firm shall perform the following Scope of Work for years ending June 30, 2021, through June 30, 2023:

- 1.) The City desires the auditor to audit and express an opinion on the fair presentation of its basic financial statements, supplementary information and compliance reports in conformity with generally accepted accounting principles. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor will also be required to provide the following audit and reporting services in conjunction with the City's annual audit and federal single audit financial reports:

- 2.) Review and submission of the State's Uniform Financial Report
- 3.) Management Letter
- 4.) Presentation to the City Council

Audit Standards to be followed:

- 5.) To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, and the State of Maryland's audit requirements enumerated in Sections 16-305 and 16-306, Local Government Article, Annotated Code of Maryland, and the Audit Guidelines of the Department of Legislative Services, Office of Legislative Audits, Maryland General Assembly.

DELIVERABLES AND TIMING

- 1.) The auditor must provide up to 25 bound, hard copies and one electronic copy of the following:
 - a) Audit Report with financial statements, supplemental information, and independent auditor's report
 - b) Management letter
 - c) A report on compliance and internal control over financial reporting based on an audit of the of the financial statements.
- 2.) The auditor shall prepare the Maryland State Uniform Financial Report electronically for filing by the City.
- 3.) The City's audit report is required to be submitted to the State of Maryland no later than October 31, annually. The auditor will be responsible for filing the City's audit report with the State and the federal single audit by providing documentary evidence of such filing prior to the deadline.

All deliverables identified under a, b and c above are required to be completed no later than October 25.

In the required reports on compliance and internal controls, the auditor shall communicate to the City Council any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. The report must be reviewed with the City's Treasurer and the City Administrator and include a management response before issuance of the report.

Auditors shall be required to make a written report to the City Council, the City Treasurer, and the City Administrator to report any and all irregularities and illegal acts immediately upon the discovery of such acts.

In order to meet the above deadlines, the City anticipates being ready for final audit fieldwork beginning the second week in September. The City does not have a preference for preliminary fieldwork dates. All fieldwork dates should be proposed by the Contractor no later than April 1 each year and will need to coordinate with City vacation and conference schedules.

The partner on the audit engagement should be prepared if needed to present the auditor's report to the Mayor and Council on an annual basis. The City's governing body meets at regular sessions on the first and third Tuesdays of each month. The Contractor should be prepared to present at one of the meetings in

November or December.

RECORDS & REPORTS

The City will require the firm to maintain an original set of records on work performed including daily reports, working papers, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the firm to provide specific records for the purpose of confirming City records or use in litigation.

MINIMUM FIRM/INDIVIDUAL QUALIFICATIONS

The respondent firm selected shall be validly licensed and certified under all relevant federal, state, and local laws and regulations, to do business with the City. Notwithstanding any of the qualifications specified in any other section of this Solicitation, the firm shall meet the following minimum qualifications in order to be eligible to submit a Proposal in response to this Solicitation:

- 1.) The firm shall have a minimum of 5 (5) years' experience providing services similar to those under this Solicitation.
- 2.) The firm shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

Firms may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the Services for which they are submitting a Proposal and maintain a regularly established place of business. An authorized representative of the City may visit any firm's place of business or place where the Services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the Contract. If so requested, a firm may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate the firm is capable of satisfying the City's needs and requirements.

REQUIRED SUBMITTALS FOR PROPOSAL

To ensure a uniform review process and to obtain the maximum degree of comparability, each proposal must be organized as follows:

1. *General.* A title page/cover letter on the firm's stationary. The purpose of this letter is to provide a record of the transmittal of the proposal and an acknowledgment of any amendments, addendums, and changes to the RFP. The letter should be signed by an individual who is authorized to commit the firm to the services and requirements stated in this RFP.
2. *Profile of the firm,* including the number of years in business, type of operation, number of employees, and a summary of the firm's expertise and experience in performing the scope of services.
3. *Narrative.* The firm shall submit a brief narrative highlighting the qualifications and experience that substantiates the firm as having substantial auditing experience with Maryland local governments and the firm's capacity to provide the auditing services set forth in this RFP.
4. *Work plan and timeline for completing of audits.*
5. *Management plan and technical approach for completion of audits.*
6. *References.* Provide at least three state or local government references, providing name, address, contact person, title, phone number, and email.
7. *Fees.* Complete detailed schedule of all fees, service charges, and the like. Clear description of optional

or additional services, and reimbursable costs not included in the base fee, and an hourly rate.
8. *Additional information required by this RFP.* Clear description of optional or additional services, and reimbursable costs not included in the base fee, and an hourly rate.

SUBMISSION OF PROPOSALS

The proposal will be received by the City Clerk, no later than 3:00 PM, on Monday, November 21, 2022, and/or shall be submitted via email to rfp@hyattsville.org to the attention of the following:

**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 proposals (RFP), contact Ron Brooks, City Treasurer in writing by email at rbrooks@hyattsville.org. Questions specific to this solicitation will be accepted until 5:00 PM on Tuesday, November 15, 2022.

PROPOSAL DOCUMENTS

A firm responding to this RFP for the “**Auditing Services for the City of Hyattsville**” must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the vendor. The City will base the selection of a firm on documentation submitted in the Proposal Documents.

Applicants must also submit **seven (7) total copies of their Proposal. 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.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria:

- Understanding the Requirements and Ability to Meet
- Work Plan and Timeline
- Management Plan and Technical Approach
- Firm Experience and Capabilities
- Staff Qualifications, Experience and Capabilities
- Pricing

The RFPs will be opened and read at 9:00 AM on Tuesday, November 22, 2022.

Proposals from all firms meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated. The firms 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.

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.

GENERAL CONDITIONS FOR PROPOSALS

Failure to read the (RFP) and comply with its instructions will be at the firm'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 firm contractually. Submission of a signed proposal to the City will be interpreted to indicate the firm's willingness to comply with all terms and conditions set forth the herein.

CONFIDENTIALITY

Proposals will be available for public inspection after the award announcement, except as to the extent that an audit firm designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. An audit firm's designation of material as confidential will not necessarily be conclusive, and the audit firm may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, Section 4-355 General Provisions Article, Annotated Code of Maryland.

DURATION OF PROPOSALS

The proposals and price proposals submitted are irrevocable for a period of **120 days** following the proposal due date.

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.

PRESENTATION OF SUPPORTING EVIDENCE

Firms 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

Firms 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 firm 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 contractor.

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

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Contact Person

Phone Number

Email Address

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal. That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor _____

Authorized Signature _____

Name and Title of Signatory _____

Date _____

Type of Organization (circle one): Corporation Partnership Proprietorship

SEAL:
(If corporation)

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage – Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

COMPANY BACKGROUND

Company Name _____

Main Office Location _____

Year Founded _____

Project Manager Name _____

Project Manager Phone _____

Project Manager Email _____

Years of Experience _____

Has the company ever operated under another name? If yes, what name?

Do you have the equipment and staff available to start within 10 days of notice to proceed?

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project

Owner of Project

Address of Project

Contact Person

Phone Number

Email address

Description of
work

Comments

Attachment (A) – City of Hyattsville Sample Contract Form

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and _____, **INC.**, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract for Auditing Services for the City of Hyattsville (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 the City’s Request for Proposal (hereinafter, the “RFP”), all of Contractor’s Proposal responses which are hereby incorporated herein, in exchange for a fee schedule as Proposal 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, 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: xxxxx

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. Request for Proposal
- B. 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 Standards, 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 City Treasurer, 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 and the City Treasurer

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 work product 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. The City shall not be liable for any damages, costs or expenses for lost profit,

overhead or discontinuation of contract or equitable adjustment in the event of termination 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 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, costs or expenses for lost profit, overhead or discontinuation of contract 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, attorney's 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 sub- Contractor 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 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 and knowledge, 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 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: _____