

LEGAL NOTICE

CITY OF NEW CARROLLTON

RFP-2017-02

Request for Proposals

City of New Carrollton Web Site Redesign and Hosting

The City of New Carrollton is seeking proposals from experienced contractors to partner with City to redesign our website at www.newcarrolltonmd.gov in order to better communicate our mission, move many daily paper-based functions to the web, provide timely information to citizens and companies and present economic development and recreational opportunities. The RFP may be obtained from the City's bid website (<http://www.newcarrolltonmd.gov>) or in person from the Assistant City Administrative Officer, New Carrollton City Hall, 6016 Princess Garden Parkway, New Carrollton, Maryland after 9:00 a.m. on December 5, 2016.

Proposals will be received in the Office of the City Administrative Officer at New Carrollton City Hall, at the address noted above in a *sealed envelope* marked: "City of New Carrollton Web Site Redesign and Hosting" until **3:00 p.m. on December 30, 2016**. Please provide one original proposal on double-sided paper and one digital copy on a CD or USB thumbdrive. Proposals shall be consistent with the scope of services contained in the Request for Proposals (RFP). The City reserves the right to reject any and all proposals and to reduce or modify the scope of services.

All questions or requests for clarification regarding this RFP must be received, in writing, via e-mail at tgeorge@newcarrolltonmd.gov by 5:00 p.m. on Friday, December 16, 2016. Answers will be posted to the City's website no later than 5:00 p.m. on Wednesday, December 21, 2016.

The City encourages all minority, women, and disadvantaged business owners to submit proposals.

PROPOSAL REQUIREMENTS

Proposals must provide the following information:

1. Company description
2. Project process overview
3. Recommended approach of how you will meet our goals
4. Role of City staff in the process
5. Proposed timeline
6. Team bios
7. Three recent relevant project samples: links to site is sufficient with a description of the key features and functionality.
8. Three client references
9. Line-item pricing
10. Terms and conditions

RESPONSE DEADLINE

All questions or requests for clarification regarding this RFP must be received, in writing, via e-mail at **tgeorge@newcarrolltonmd.gov** by 5:00 p.m. on Friday, December 16, 2016. Answers will be posted to the City's website no later than 5:00 p.m. on Wednesday, December 21, 2016. Bidders are expected to retrieve answers from the City's website and include acknowledgement as an appendix in the proposal.

Proposals are due at the Office of the City Administrative Officer, 6016 Princess Garden Pkwy, New Carrollton, Maryland 20784 by **3:00 p.m. on December 30, 2016**. Proposal envelopes should be sealed and marked "City of New Carrollton Web Site Redesign and Hosting."

PROJECT SCHEDULE

RFP Issue Date:	Dec. 2
Responses Due:	Dec. 30
Committee review:	Jan 3-10
Finalists Selected & Contacted:	Jan. 10
Finalists Presentations/Discussions:	Jan 11-13
Discussion and Selection of Consultant:	Jan 16
Presented at Council Workshop:	Jan 17
Approval by Resolution of the City Council:	Jan 18 (Legislative session)
Contract Finalized:	Jan 20
Work begins:	Jan 23->

SCHEDULE OF RATES

Our budget is \$25,000 - \$35,000.

While we prefer the most cost-effective solution, all proposals that fall reasonably around this range will be considered based on the value they provide.

All invoices for this project must be billed before June 30, 2017.

EXECUTION OF CONTRACT

The successful bidder is expected to sign a contract in substantially the same form as that included in this RFP, with terms acceptable to the City.

PUBLIC ACCESS TO RESPONSES TO RFP

Procurement information, including responses to RFPs, shall be a public record to the extent provided in the Maryland Public Information Act, Md. Ann. Code, General Provisions Article, Title 4 “Public Information Act”, and shall be available to the public as provided in such statute. Should a bidder or offeror contend that their proposal or a portion thereof contains confidential information, they should clearly identify which portion of their proposal should be treated as confidential and state the reason why it is confidential citing to the applicable provision(s) of the Maryland Public Information Act and decisions interpreting the Act. Bidders or offerors shall not make blanket assertions that the entirety of their submission is confidential. The City reserves the right, within the parameters of the Act, to determine that an item does not meet the appropriate criteria to be considered a confidential item and will so inform the bidder or offeror in writing of its determination.

END OF THIS SECTION – RFP CONTINUES ON NEXT PAGE

INSTRUCTIONS TO BIDDERS

1. BIDS:

Instruction forms and specifications may be obtained in person or by mail at the Office of the City Administrative Officer, New Carrollton City Hall, 6016 Princess Garden Parkway, Maryland 20784. Sealed bids will only be accepted by the City if submitted in accordance with these instructions, the General Conditions and any other attached bid documents.

2. QUALIFICATIONS OF BIDDERS:

The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract.

3. REQUIRED ATTACHMENTS TO BIDS:

Each bid shall be accompanied by the following which are attached herewith:

- a. Notarized affidavit (non-collusion oath) executed by the Bidder, or if the Bidder is a corporation, executed by a duly authorized representative of the corporation;
- b. Vendor responsibility form; and
- c. Equal Opportunity Employer form.

4. ACCEPTANCE OR REJECTION OF BIDS RESERVATIONS:

The City will accept or reject bids within sixty (60) days of the date set for opening bids. The City reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the City's sole discretion, be in the best interest of the City, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget and scheduling constraints.

5. NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:

The successful Bidder agrees to sign a contract in substantially the form included in the Request for Proposals (except that certain additional provisions may be required of non-corporate contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting proposals and the bid documents and any addenda thereto, within ten (10) days of notice of

award. Failure of the Bidder to do so may result in the loss of its bid security and/or his award of bid.

6. BID WITHDRAWALS:

Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its bid for a period of sixty (60) days after the opening of bids.

7. ADDENDA:

Any addenda issued after the invitation to bid and before the opening of bids shall be covered in the proposal, and in closing the contract they shall become a part thereof.

8. SPECIFICATIONS:

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the City before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

GENERAL CONDITIONS

1. RESERVATIONS:

a. The City reserves the right to waive formalities or technicalities in bids as the interests of the City may require.

b. The City may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.

c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.

d. The City reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the City may require.

e. The City reserves the right to purchase additional like units at the same unit cost.

f. If in the City's judgment, the City's best interest will be served by doing so, the City reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.

2. DISPUTES:

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the City shall be final and binding on both parties.

3. COMPLETION OF WORK:

a. The Contractor shall complete the work that is the subject of the request for proposals as required by the terms of the request for proposals. If the Contractor is delayed at any time in the delivery of the products by any act or negligence of the City, or by any act or negligence by separate contractor employed by the City, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the permissible extent of such delay.

4. **FAILURE TO DELIVER:**

In the event the Contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the contract, then the City will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the City as a result thereof.

5. **INSURANCE:**

The Contractor shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the City from any and all Workers' Compensation claims and from any other claims for loss or damages or for general injury or damage to property which may arise from Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of Insurance shall be on an occurrences basis. **The Contractor shall name the City as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the City upon signing the contract.**

a. **Comprehensive Liability Insurance:** Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the City; NOT for supply only Contracts) Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage/ Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply.

b. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

(2) Property damage liability with a limit of \$100,000 each accident.

c. Professional liability insurance (errors and omission insurance) shall be required in the amount of one million dollars (\$1,000,000.00).

d. **Workers' Compensation:** Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the City deducting from each payment made under this contract, to the Contractor, a pre-determined percentage to defray coverage costs of the City. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation.

6. INDEMNIFICATION:

The Contractor will be required to indemnify, defend and hold the City harmless against any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable fees incurred by the City in connection with such claim or liability.

7. TESTING AND INSPECTION:

The City has the right to inspect and test all services and materials called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the City may require the Contractor to perform the service again or provide a replacement product in conformity with contract specifications, at no increase in contract amount.

Attachment A

AMERICANS WITH DISABILITIES ACT CERTIFICATION

1. The Americans with Disabilities Act (“ADA”) prohibits discrimination against qualified individuals with disabilities in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

2. The City has published a statement to its employees that it does not discriminate in employment on the basis of any disability covered by the ADA and that such discrimination is prohibited in the City’s workplace. The City has also communicated to its employees the actions that may be taken against them for violation of this policy.

3. The Contractor is required to advise every employee of his or her rights under the ADA, including his or her right to be free from unlawful employment discrimination based on a covered disability.

4. It is further required of the Contractor that all employees working under this Contract, as a condition of employment under this Contract be advised, in writing, that they must abide by the terms of the ADA.

Bidder: _____ (Print Name of Firm)

Address: _____

City/State/Zip: _____

By: _____ (Signature of Person Authorized to Sign Bid)

_____ (Print Name and Title of Person Authorized to Sign Bid)

Attachment B

DRUG FREE WORKPLACE CERTIFICATION

1. The City has published a statement to its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace. The City has also communicated to its employees the actions that will be taken against employees for violation of this policy.

2. Further, the City also informs employees of the dangers of drug abuse in the workplace; the City's policy of maintaining a drug free workplace; drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. The Contractor is required to give any employee to be engaged in the performance of this contract a copy of the statement that "the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace".

4. It is further required of the Contractor that all employees working under this Contract, as a condition of employment under this Contract be advised, in writing, that they:

- a. must abide by the terms of this statement; and
- b. must notify their employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

5. The Contractor must notify the City in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

6. Contractor must take one of the following actions, within 30 calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is convicted of a criminal drug statute:

- a. Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Contractor must make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Bidder: _____ (Print Name of Firm)

Address: _____

City/State/Zip: _____

By: _____ (Signature of Person Authorized to Sign Bid)

_____ (Print Name and Title of Person Authorized to Sign Bid)

Attachment C
VENDOR RESPONSIBILITY FORM

1. Summarize briefly your experience in providing the commodities or service outlined in the attached request for proposals:

2. List the names and addresses of three (3) firms, *with telephone numbers, facsimile numbers, e-mail addresses and contact persons*, for which you have provided similar services:

3. List the name and address of one bank or other institution that can provide the City with an adequate credit reference:

Federal I.D. #

Name of Bidder: _____

Address: _____

Telephone #:

By: _____

Signature

Typed Name and Title

Attachment D
EQUAL OPPORTUNITY EMPLOYER

I hereby affirm that this company does not discriminate in any manner against any employee or applicant for employment because of race, creed, color, sex or national origin.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State/Zip: _____

By: _____
Signature of Person Authorized to Sign Bid

Type/Print Name and Title of Person
Authorized to Sign Bid

Attachment E

STATEMENT UNDER OATH TO ACCOMPANY BID

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS

Name of Bidder-Type/Print

_____ By: _____
Signature of Person Authorized to Sign

Name and Title of Signatory (Type or Print)

STATE OF _____

COUNTY OF _____, TO WIT:

On this ____ day of _____ 20 ____, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

INFORMATION ABOUT THE CONTRACT YOU WILL SIGN

What follows is a sample agreement that illustrates the type of contract agreement you will be asked to sign if yours is the successful proposal.

SAMPLE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____,
by the City of New Carrollton, a municipal corporation of the State of Maryland (“City”) and
_____ (“Contractor”) with offices at
_____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided: The Contractor shall provide the following services for the City:

_____ (“the Services”). The Services shall be provided as detailed in the Contract Documents listed below which are attached hereto as Appendix “A” and incorporated herein by reference:

- (1) Request for Proposal _____
- (2) Instructions to Bidders _____
- (3) General Conditions _____
- (4) ADA Certificate _____
- (5) Drug-Free Workplace Form _____
- (6) Vendor Responsibility Form _____
- (7) Equal Opportunity Employer Form _____
- (8) Statement Under Oath to Accompany Bid _____
- (9) Bid Proposal _____
- (10) Insurance Certificate _____
- (11) Notice of Award _____
- (12) Notice to Proceed (when issued) _____
- (13) Performance Bond _____

(14) Payment Bond

The Contractor agrees to accept the City's schedule and budget. Contractor agrees to accept the City's budget and to perform the work (by _____ or within _____ days from date of Notice to Proceed). Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to accomplish the project within the City's established budget and schedule.

It is understood by the parties hereto that time is of the essence in the completion of this contract.

The Contractor hereby agrees to furnish any and all equipment needed to perform the Services (the "Contractor's Equipment") except the following, which will be furnished by the City: _____.

2. **Grant Funding:** The Contractor acknowledges and understands that the award of this Contract for the full amount is contingent upon the City receiving a grant from Prince George's County, Maryland ("the County") utilizing Community Development Block Grant ("CDBG") funds ("Grant"). Contractor acknowledges that all or a portion of the monies due Contractor under this Agreement will be from the proceeds of this Grant. This Agreement therefore is contingent upon the award of the Grant to the City and the payment of the grant funds awarded thereunder to the City. Given that CDBG funds will be used to pay Contractor under this agreement, the Contractor is subject to conditions imposed by the County, Federal and State law and by State regulations. It is the Contractor's responsibility to determine the scope and requirements of any regulations relating to or governing the use of such grant funds and to comply with the terms thereof. Such regulations may under certain circumstances include, but not be limited to, payment of prevailing wage rates, the purchase of materials manufactured in the United States, the maintenance of specific records for specific periods of time (a minimum of three (3) years), and/or approval of subcontracts. Upon request of the Contractor, the City shall make available for Contractor's review and inspection the City's Grant agreement with the County and all supporting documents applicable to the Services herein requested. The Contractor agrees to fulfill all obligations required of it in connection with the Grant as required and as requested by the City.

3. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement a sum not to exceed

(\$ _____) payable in the following manner: _____

Partial billings may be approved at the sole discretion of the City.

4. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

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

6. INSURANCE: The Contractor covenants to maintain all applicable insurance in such amounts and form as are determined from time to time to be appropriate. The Contractor further agrees to provide evidence of such insurance upon signing this Agreement. The Certificates of Insurance shall be on an occurrences basis and shall either (a) 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 the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the

terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the City with the Certificates. **All insurance shall include completed operations and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.**

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. **Workers' Compensation Insurance:** Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

B. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract 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:

2. **Property damage liability** insurance with limits of **\$250,000.00** for each occurrence and **\$500,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

3. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(a) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

(b) Property damage liability with a limit of \$100,000 each accident.

4. Professional liability insurance (errors and omission insurance) shall be required in the amount of one million dollars (\$1,000,000.00).

7. Doing Business in Maryland: Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of

Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

8. Bonds: Performance and payment bonds are required as set forth in the Request for Proposals.

9. Compliance with Laws: The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

10. Indemnification: The Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the City harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of the Contractor's negligence or wilful misconduct in the Contractor's performance of the services herein contracted for or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the City in defending any such claim. Contractor shall be responsible for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the services the Contractor is providing.

11. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the City.

12. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives

any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

13. City's Right to Terminate: The services herein contracted for may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

14. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

15. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the New Carrollton City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

17. 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 Contractor for the provision of the Services.

18. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and

each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. Record Retention, Audits and Inspections: The Contractor shall:

A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR:

BY: _____
Signature of Person Authorized to Sign

Typed Name/Title of Signatory

Federal I.D. Number: _____

Full Name of Contractor

Telephone Number: _____

Address

FAX Number: _____

City State Zip Code

Email: _____

WITNESS:

CITY OF NEW CARROLLTON

BY: _____

Doug Barber, City Clerk

Approved as to Form and Legal Sufficiency:

Date: _____

Karen P. Ruff, City Attorney

END OF SAMPLE AGREEMENT