

Date: July 21, 2021

RFQ #Finance21-01



CITY OF HYATTSVILLE

City of Hyattsville – RFQ

Consulting Services For

**Oversight and Compliance of
American Rescue Plan Funds**

**City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781**

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CONSULTING SERVICES FOR OVERSIGHT AND COMPLIANCE OF AMERICAN RESCUE PLAN FUNDS

REQUEST FOR QUALIFICATIONS

PRELIMINARY PROJECT DESCRIPTION

- 1) Project Name: Consulting Services for Oversight and Compliance of American Rescue Plan Act of 2021 and Other Related Grant Funds
- 2) Project Owner: City of Hyattsville, Maryland
- 3) Project Location: City of Hyattsville, Municipal Building, 4310 Gallatin Street, Hyattsville, Maryland 20781
- 4) Deliver to: Laura Reams, City Clerk
4310 Gallatin Street
Hyattsville, Maryland 20781
- 5) Primary Contact Person: Ronald Brooks, Treasurer
rbrooks@hyattsville.org

The City of Hyattsville, Maryland (the “City” or “Hyattsville”) is requesting qualifications from qualified accounting and advisory firms for services related to guidance, oversight, and compliance for American Rescue Plan Act of 2021 funds and/or other monies made available to the City. Interested firms shall submit their Statement of Qualifications (“SOQ’s”) detailing the requirements noted herein. It is the City’s intent to review all legitimate and timely submitted SOQ’s and enter into negotiations with the firm that the City determines to be the most qualified, in its sole and absolute discretion.

BACKGROUND

The President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic on March 13, 2020. On March 5, 2020, pursuant to Maryland Constitution and the laws of Maryland, including but not limited to Title 14 of the Public Safety Article, and to control and prevent the spread of COVID-19, the Governor of Maryland declared a State of Emergency in the State of Maryland because of the outbreak of COVID-19.

Twice since the COVID-19 pandemic began, the United States Federal Government passed landmark relief legislation to address the ongoing health and economic crisis. The first measure, passed on March 27, 2020, is known as the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748, 116th Congress) (the "CARES Act"). The second piece of relief legislation, known as the American Rescue Plan Act of 2021 (H.R. 1319, 117th Congress), was signed into law on March 11, 2021 (the "ARPA"). The ARPA funds will provide significant relief funding to deal with the COVID-19 pandemic, and this funding is available to the City Hyattsville (the "Rescue Plan Funds").

Pursuant to the City's authority under the City's Charter and procurement policy, Hyattsville is seeking Statements of Qualifications ("SOQs") from professionals familiar with federal grant guidance, administration, oversight, compliance, and reporting. It is anticipated that professional accounting and advisory firms, or some combination of the two, will be qualified to respond to this Request for Qualifications (hereinafter "RFQ") and provide the City with appropriate SOQs. The City will not give preference to accounting firms over advisory firms, or vice-versa, provided the respondent meets all requirements of this RFQ. Responding entities collectively are referred to in this RFQ as "respondents" or "consulting firms" or "firms."

SCOPE OF PROJECT/PROJECT REQUIREMENTS

The respondent selected by the City will be required to provide professional services necessary for the City and/or its agencies eligible for the American Rescue Plan Funds to comply with all requirements of the Rescue Plan Funds; including, but not limited to:

- Regulatory compliance expertise including identification of authorized uses of the American Rescue Plan Funds.
- Interpret Federal Guidance and establish and/or verify eligibility under the American Rescue Plan Funds.
- Establish procedures for verification of eligibility for award and expenditure of American Rescue Plan Funds.
- Establish proper accounting and reporting internal control mechanisms to record, track, and disburse funds according to all federal, state, and local laws and regulations including, but not limited to: Uniform Guidance; General Accepted Accounting Principles; and the City's internal fund(s) based accounting policies and procedures.
- Establish policies and procedures for appropriate document retention and reporting with the Federal Financial Accountability and Transparency Act (FFATA) and/or Treasury Office of Inspector General.
- If needed, design/establish application procedures.
- Confirmation of verification of eligibility and final disbursement of American Rescue

Plan Funds, and/or any other award of proceeds.

- Monitor for duplication of benefits and develop processes and documentation requirements around sub-recipient risk assessment, monitoring and management, including training of sub-recipients on grant requirements.
- As may be applicable, coordinate between federal, state, and local agencies, including the: U.S. Department of the Treasury, U.S. Office of Management and Budget, U.S. Attorney's Office, U.S. Department of Justice, Maryland Emergency Management Agency, Maryland Office of the Attorney General, Maryland Department of Taxation, Maryland Department of Legislative Services, Maryland Controller's Office, Maryland Office Budget Management, Maryland State Treasurer and Prince George's County, Maryland.
- Provide for fraud, waste, and/or abuse identification, reporting, and remediation.
- Provide oversight and guidance to guarantee compliance with OMB Uniform Guidance, 2 CFR, Part 200, and the Single Audit Act, including performing internal control risk assessments as required.
- Establish one or more appeals procedures for disputes regarding amounts awarded, including processes for evaluation of final determinations.
- Provide regular and frequent status reports, including reporting on financial performance and projection modeling, the form, and contents of which shall be dictated by the City. These status reports should be transparent and address broader questions about the City's distribution and use of the American Rescue Plan Funds. Examples of questions the status reports should address include: "How much total funding is the City eligible to receive;" "How much total funding has the City actually received;" "How much total funding has the City distributed to date;" and "How have the distributed funds been allocated."
- Establish review processes for any new/future reporting requirements related and/or applicable to the American Rescue Plan Funds.
- Resolve any requests for information, justification, audit findings, and eligibility appeals.
- Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using federal funds.

A) Period of Performance

The contract will continue until terminated at the sole discretion of the City. Prior to the expiration of the term, the contract may be extended for an additional period as agreed between the parties to continue any services made necessary by the American Rescue Plan Funds. Any firm selected pursuant to this RFQ shall serve at the pleasure of the Treasurer, and the professional services of any firm selected may be terminated at any time, in the sole discretion of the City, upon delivery of written notice of such termination to the selected firm. The City is under no obligation to enter into any contract for these services as a result of the issuance of this RFQ and this RFQ may be canceled at any time, if it is determined to be in the best interest of the City.

B) Compensation for Services

Fee schedules shall include hourly rates of all personnel/staffing anticipated for this project and shall include the firm's rate multiplier, if any. Additionally, firms must identify any fees and anticipated expenses applicable to the provision of the services, if not included in a multiplier.

Fee schedules shall be submitted in a separately sealed document from the response document.

C) Minimum Qualifications

To be eligible to respond to this RFQ, a duly authorized representative of the firm must certify, in writing, as to each of the following requirements:

- 1) Firms must have a minimum of three years of documented experience advising government clients on compliance with federal grants; including, but not limited to identification of authorized uses of such funds and any subsequent reporting requirements.
- 2) Firms must have prior governmental accounting, auditing, or financial consulting experience. Respondent may provide their response as a partnership between an accounting, auditing, or financial advisory firm to ensure to cover the necessary services requested herein.
- 3) Firms shall have no conflict of interest in representing the City; and
- 4) Firms must carry sufficient professional liability insurance to cover any errors and omissions, improper judgment, or negligence associated with the engagement.

D) Most Qualified Respondent

Respondents must submit an SOQ that conforms in all material respects to this RFQ, as determined by the City. The respondent must possess integrity and reliability that will assure good faith performance, and have full capability to complete all contract requirements, as determined by the City.

The City may negotiate with the firm that submits the most qualified proposal, in the City's sole and absolute discretion.

The selected respondent and the City will jointly work on developing the Scope of Services for the project, detailing all of the needed services and assigned hours.

Negotiations will be conducted with one firm at a time and only if an agreeable cost cannot be reached, will the next firm be contacted. The Fee Schedule submitted prior to

interviews, or the fee negotiated with the City will be used.

E) Nonconforming Terms and Conditions

An SOQ that includes terms and conditions that do not conform to the terms and conditions in the RFQ is subject to rejection as nonresponsive. The City reserves the right, in its sole and absolute discretion, to permit the respondent to withdraw nonconforming terms and conditions from its SOQ response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

F) General Guidelines

1) Expenses Incurred in Preparing City-Solicited Statement of Qualifications

- a. The City accepts no responsibility for any expense incurred by the respondents in the preparation, presentation, and/or delivery of an SOQ. Furthermore, the City shall not be responsible for any expense incurred by the respondents in providing supplemental documentation and/or information requested by the City with regard to an SOQ or this RFQ. All such expenses shall be borne exclusively by the respondents.

2) Debarment

- a. By submitting an SOQ, the respondent certifies that it is not currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Maryland or the federal government or any subdivision/agency thereof, and that it is not an agent of a person or entity that is currently debarred from submitting SOQs for contracts issued by any political subdivision or agency of the State of Maryland or federal government or any subdivision/agency thereof. Any contract between the City and a selected respondent will require an updated debarment certification.

3) Additional Information

- a. Questions about this RFQ must be submitted via email directly to the “Primary Contact Person” identified on the cover page of this RFQ. Respondents are cautioned that any statements made by the contact person that cause or could be construed as causing a material change to any portion of the RFQ shall not be relied upon unless subsequently ratified by a formal written amendment issued by the City. All questions and answers shall be published to respondents by the deadline first mentioned herein on the City website: <https://www.cityofhyattsville.org>

4) Release of Information

- a. The City will not release information submitted in response to this RFQ during the evaluation process or prior to an engagement award. After all respondents have been notified of the engagement award, respondents' SOQs will be available in accordance with the City of Hyattsville's public information policy and the State of Maryland Public Records Law.

5) TENTATIVE RFQ SCHEDULE

Wednesday - July 28, 2021

Deadline for questions related to RFQ (12:00 PM EDT)

Wednesday - August 4, 2021

Deadline for responses to all questions related to RFQ to be posted to the City website (5:00 PM EDT)

Wednesday - August 11, 2021

Due date for RFQ. All SOQ responses due (3:00 PM EDT)

Deliver to: Laura Reams, City Clerk
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD, 20781

STATEMENT OF QUALIFICATION SUBMISSION

The first page of the SOQ should be a title page which is clearly marked with the name of the respondent, the services to be provided (as stated on the Title Page of this RFQ), the RFQ number and the due date of the response. **Thereafter, the SOO must include the following information and should be labeled and tabbed as follows:**

- 1) Statement of Firm's Interest
- 2) Firm & Individual Qualifications
 - A) Number of years firm has been in business
 - B) Qualification and experience of principals and key technical personnel that are to lead and be part of project team.
 - i. The name, telephone number and email address of the person(s) responsible for the response to this RFQ who may be contacted in the event of questions or notifications.
 - C) Provide the full name and address of your organization and any satellite/branch offices that will perform or assist in the execution of this project. It is a requirement of this project that your firm is licensed to operate in the State of Maryland.
 - D) The name of the professional(s) and key personnel who will be primarily responsible for any engagement resulting from this RFQ. Please provide the qualifications, including the state(s) licensed to practice in where applicable, certifications, education, skills, and experience of the professional(s) who will be primarily responsible for providing the required services.
- 3) Listing of all sub-respondents with their qualifications.
- 4) Capacity to Perform the Work
 - A) Availability of staff
 - i. Demonstration of minimum experience and technical competence of the firm with respect to the type of consulting services required by governmental entities for compliance with federal grants including, but not limited to: project management experience; experience, knowledge of, and compliance with state and federal ethics rules; experience with identification and reporting of waste, fraud and abuse; and experience with the oversight of disbursement and tracking of federal funds by state or federal agencies. For any such experience, state the source and amount of funds and the length of the engagement.
 - ii. The resources, capacity, and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan and identification of any sub-respondents necessary to perform the services, and the professional qualifications of both staff and sub-respondents.
 - iii. Demonstration of quality control policies and procedures of the firm.

B) Subject Matter Experience

- i. Demonstration of experience in providing guidance, oversight, compliance and reporting for major federal grants to local and/or state governments.
- ii. Demonstration of knowledge and expertise related to eligibility and authorized uses of funds from the CARES Act and/or the ARPA.
- iii. Experience working with and coordinating efforts between state and federal agencies and local government grant recipients.
- iv. Demonstration of experience in the appropriate accounting, financial and other policies with respect to the acceptance, expensing, and recording of grant funds.

5) References

Provide firms list of relevant references. The City is particularly interested in contacting your governmental clients in the State of Maryland. At least three contract references of comparable size and scope is preferred.

6) Insurance

A) Documentation of firm's professional liability insurance policy

- i. Selected Respondent Reference: As a reference, the selected respondent shall meet the following insurance requirements: During the term of this project, respondent shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Maryland.
 - ii. The selected respondent will not be required to carry both Professional Liability Insurance and Errors and Omissions Insurance, either one of these coverages will meet our requirements.
- B) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- C) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- D) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- E) Professional Liability Insurance, having a limit of \$2,000,000 annual aggregate.
- F) Errors and Omissions Insurance, having a limit of \$2,000,000 annual aggregate.

7) Price (SEPARATE SEALED DOCUMENT)

- A) Fee schedule shall include hourly rates of all staffing anticipated for this project and shall include the firm's rate multiplier. Additionally, respondents must identify any fees and anticipated expenses applicable to the provision of the services, if not included in the multiplier. Expenses, including subcontractor expenses, shall be billed at cost.
- B) This document(s) should be in a self-contained separate document included with the submission.

SUBMITTING A PROPOSAL

Each firm seeking consideration for performance of services related to this RFQ must submit its Letter of Interest and Statement of Qualifications. Respondents are required to submit one (1) printed bound copy of the proposal, (1) digital copy, and (4) non-bound copies. All submitted proposals will be kept on file and will not be returned to the submitting firm. All proposals shall be sealed, properly addressed with the name of the Respondent and sent to:

Laura Reams, City Clerk
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD, 20781
lreams@hyattsville.org

Respondent's Letter of Interest and Statement of Qualifications must be received at the above email address, **by no later than 3:00 P.M., E.D.T. on August 11, 2021**. Submittals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the submittal. The responsibility of timely delivery lies solely with the respondent.

The City reserves the right to reject any and all submittals, to waive any irregularities in a submittal, or to accept the submittal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a submittal unless otherwise restricted in the RFQ or issue subsequent RFQs. The City reserves the right to approve or reject any sub-Contractors proposed work under this proposal or waive any minor irregularities

The City reserves the right to select the successful respondent once all proposals are received and reviewed, without seeking further information for clarification from respondents. Upon review of submittals, the City will designate the most qualified respondent as the finalist. These finalists may be invited to make oral presentation and participate in a question-and-answer session with the City. Once evaluations are completed, the City will determine the finalist and begin negotiations with that firm. If multiple firms are selected, negotiations will occur with only one firm at a time.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFQ. The City does not guarantee that any contract will be awarded because of this RFQ. If a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

EVALUATION OF STATEMENT OF QUALIFICATIONS

A) Evaluation Criteria

The City's review of each proposal will be based on the following criteria to evaluate all acceptable SOQs and to develop recommendations to be presented to City leadership:

- 1) Demonstration of minimum experience and the professional and technical competence of the firm with respect to the type of services required by governmental entities for compliance with federal grants, including, but not limited to: project management experience; experience, knowledge of, and compliance with state and federal ethics rules; experience with identification and reporting of waste, fraud and abuse; and experience with the oversight of disbursement and tracking of federal funds by state or federal agencies.
- 2) The capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan and identification of any sub-respondents necessary to perform the services and the professional qualifications of both staff and sub-respondents. Included in this concept is the subject firm's ability to provide demonstrated knowledge of the state legislation, the local community, and the City of Hyattsville, as an organization.
- 3) Ability to offer the City an SOQ that is backed by experience through reputable reference checks.
- 4) It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so based on the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. It is the City's position to encourage the greatest participation possible on all projects.
- 5) Conformance with RFQ instructions regarding format of SOQ.

SAMPLE CONTRACT AGREEMENT – CITY OF HYATTSVILLE

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 providing landscape maintenance at various locations throughout 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 a site visit, and 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 proposed 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 and related documents, as well as all other work as reasonably required by the City.

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 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.
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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

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
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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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

CONTRACTOR _____

WITNESS/ ATTEST:

By: _____ (SEAL)

Date

THE CITY OF HYATTSVILLE

WITNESS/ ATTEST:

By: _____ (SEAL)

Clerk

Date
