

April 16, 2020

REQUEST FOR PROPOSALS
P40-137

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Prince George's County Cultural Arts Study

The Maryland-National Capital Park and Planning Commission (Commission) hereby invites proposals from interested firms in accordance with this Request for Proposals (RFP) as set forth herein. The enclosed sections contain information related to the below Project and this information is provided to all prospective Offerors.

Proposals for this solicitation must be submitted online through the Commission's electronic bid service provider, ProcureNow. The Commission will not be accepting paper copies of bids or proposals. Please follow the link below to submit an electronic Proposal for this Solicitation:

<https://secure.procurenow.com/portal/mncppc>

All inquiries regarding this proposal request are to be made to:
Stephanie Akerley, Corporate Procurement Program Manager
Stephanie.Akerley@MNCPPC.org

RFP No: P40-137

Proposal Name: Prince George's County Cultural Arts Study

Deadline for Questions: **May 4, 2020**
10:00 a.m.

Deadline for Proposals: **May 14, 2020**
11:00 a.m.

Offerors are requested to confirm that their Offers are valid for a period of 120 days after submittal.

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Part 1

GENERAL INFORMATION and GENERAL CONDITIONS

PART I – GENERAL INFORMATION

PRE-SUBMISSION INFORMATION

Examination of Proposal Documents

Offerors must examine all of the solicitation documents very carefully and must tailor their proposal to the location and requirements of the proposed work. The submission of a proposal indicates that the Offeror thoroughly understands all of the terms and conditions, instructions, notices, and specifications of the proposal.

Commission Assistance in Proposal Preparation

Commission staff will not assist any Offeror or Offeror's agent in the actual preparation of the proposal. Offerors or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the proposal.

Interpretation of Proposal Documents and Correction of Proposal Documents

Should an Offeror require an interpretation or clarification of any provisions of the RFP documents or related information provided by the Commission, or believes that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the Offeror must notify the Commission in writing at least five (5) working days prior to the date set for receipt of proposals.

An Offeror who fails to request any such interpretation or clarification waives any claim for additional cost or time spent addressing any ambiguity, error, inconsistency or discrepancy in any such documents or information which is found to have been apparent at the time of receipt of proposals.

All interpretations, clarifications, corrections, changes, or other directions related to these requests of Offerors will be provided in writing by the Commission and sent to all prospective Offerors who obtained copies of the documents and information from the Commission.

Extension of Proposal Opening

The Commission may extend the proposal opening date at its option. If the date is extended, the Commission will notify all prospective Offerors who have obtained copies of the proposal documents from the Commission.

Response to Solicitations

In the event a firm does not submit a proposal on this solicitation, the firm should respond with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete from this list the name of those firms that repeatedly fail to respond to Commission solicitations for proposals. The return of a "No Proposal" is not considered a failure to respond.

PREPARATION and SUBMISSION OF PROPOSALS

The Offeror must submit the proposal through the Commission's electronic bid service provider, ProcureNow, as indicated in the RFP announcement. The proposal must be:

Signed in ink by authorized principals with the Offeror's legal name fully stated. Corporations must give the state in which incorporated, using phrase "A Corporation organized under the laws of the State of ____." Partnerships must give names of partners, using phrase, "Co-partners, doing business under the firm name of ____." Individuals using a trade name must give the individual name, using phrase, "An individual doing business under the trade name of ____."

Submitted in accordance with the format as specified in the section entitled "Proposal Format." Proposals may be submitted as the Offeror may determine, but the proposals must follow the prescribed format as to the requirements of content and order of content.

Fully completed by the Offeror, including all information requested and any attachments that may be required.

Faxed or Paper submissions will not be accepted.

Received on or before the time, date, and at the location specified in the RFP Announcement herein.

RECEIPT and OPENING of PROPOSALS

Proposals received prior to the date and time specified for the receipt of proposals will be securely kept, unopened. The Commission representative, whose duty it is to open the proposals, will decide when the specified opening time has arrived.

If the Offeror to whom an award is made should fail to deliver any specified documents within the time specified:

1. The award may be annulled and the project awarded to the Offeror ranked second under the evaluation criteria, who shall be required to fulfill all stipulations as if such Offeror were the original Offeror to whom the award was made, or
2. The Commission may reject all remaining proposals.

Unless otherwise stated in the Scope of Services Section, the Commission reserves the right to award in the aggregate or to make separate awards.

The Commission reserves the right, when reviewing proposals for award, to waive minor informalities or irregularities in the proposals and in the proposing procedure. The Offeror to whom the award is made will be notified at the earliest possible date.

The Commission reserves the right to reject any or all proposals, and to reject any or all optional items included in the proposal.

BID PROTESTS

Any actual or prospective Offeror who is aggrieved in connection with the solicitation of bids or award of a purchase may protest to the Commission's Purchasing Manager. Protesters are urged to seek resolution of their complaints initially with the purchasing agent. A protest related to a Request for Proposals shall be submitted in writing prior to the closing date for the proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to closing date for proposals. The protest shall be submitted in writing and received within ten (10) business days after such aggrieved person knows or should have known of the facts giving rise to the protest.

The protest must include:

- the name and address of the protester;
- identification of the solicitation or purchase;
- statement of reasons for the protest;
- any supporting documentation to substantiate the claim made, unless the documentation is not available within the protest delivery time, in which instance the expected date the material will be available is to be stated; and
- the remedy sought.

The purchasing agent shall, upon written request, make available to the protestor information submitted that bears on the substance of the protest except where information is proprietary or otherwise confidential. The protester shall submit any additional information requested by the Purchasing Manager within five (5) calendar days after receipt of the request for such information. Failure of the protester to respond to a request for information may result in the resolution of the protest on the basis of available information.

The decision of the Purchasing Manager shall be final and conclusive; unless fraudulent, or:

- within ten (10) business days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
- any person adversely affected by the decision commences an action in court.

The decision of the Executive Director shall be final and binding.

PART 1: GENERAL CONDITIONS

ETHICS IN PROCUREMENT

By submitting a bid, the Offeror agrees to adhere to the Commission's policy on ethics in purchasing. This policy prohibits any person from offering, giving, or agreeing to give any Commission employee or former Commission employee a gratuity or an offer of employment in connection with any aspect of Commission procurement. Further, payment or offers to pay contingent fees related to procurement of Commission purchases are prohibited except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Potential Offerors are urged to review the ethics policy in detail. Copies may be requested from the Purchasing Division (Phone: 301-454-1600).

SPECIFICATIONS

All work must be furnished in accordance with the Scope of Services Section of the RFP.

PAYMENT

Payment will be made by the Commission after acceptance of the work and submission by the Contractor of a properly prepared invoice.

COMPLETION OF WORK

Upon award of the proposal, Offeror must be prepared to complete/deliver the work within the time stated in the proposal.

ANTI-DISCRIMINATION PROGRAM

By submitting a proposal, an Offeror shall understand and agree to:

- Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of subcontractors on Commission contracts. For contracts with subcontracting opportunities, Offerors are required to provide MFDs the opportunity to submit proposals as subcontractors and to award those MFDs submitting low proposals the subcontracts unless there are legitimate reasons not to do so. On certain contracts, the Commission will require Offerors to submit standard forms with the proposals that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Instructions section of the RFP specifies whether these forms must be submitted.
- Not discriminate against MFD in their performance of work as subcontractors on Commission contracts.
- Submit forms verifying payment to subcontractors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability, or national origin. If a firm is determined by a final order of

an administrative agency or a court to be in violation of federal, state, or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from proposing on future contracts with the Commission.

The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract.

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies. A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race), Asians or Pacific Islanders (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native American (all persons of American Indian, Aleut, Eskimo or Native Hawaiian).

A female-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more women. A disabled-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by persons with physical or mental impairment that substantially limits one or more of the major life activities of the individual, as defined in the Americans with Disabilities Act of 1990.

Part 2

REQUIREMENTS

INTRODUCTION

SCOPE OF WORK

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PART 2: REQUIREMENTS

2.1 Introduction

The Prince George's County Planning Department of The Maryland-National Capital Park and Planning Commission, hereinafter referred to as "M-NCPPC," is soliciting proposals for consulting services to assist in undertaking the development of a Cultural Arts Study that will guide the development of strategies and recommendations for integrating our many wonderful cultural arts activities into the County's economic development and land use planning strategies. The study is to set forth a vision and outline recommendations on how the County and its partners can build upon, strengthen, and invest in the people, places, communities, and ideas that define art and culture within Prince George's County. In addition, it is to look at the impact that cultural arts have on and will have on the economy of the County. The study will be undertaken in collaboration with the Prince George's County Department of Parks and Recreation (DPR) and The Prince George's Arts and Humanities Council. The selected consultant will work with a core team of professionals that make-up the collaborative agencies, technical staff and the steering committee members who make up a selected group of professionals from across county government who were selected by the County Council to assist in the development of the study; and an Advisory Committee to ensure the inclusive participation of stakeholders in the study development process including but not limited to artists, arts and cultural organizations, institutions of higher education, municipalities and businesses.

The professional services required include an innovative strategy to guide community education and outreach, economic development, planning an analysis services with emphasis on how art and culture can prove to be a catalyst in furthering economic development in our Plan 2035 Regional Transit Centers and local centers, established communities and neighborhoods; and recommendations and strategies that are implementable in the short term, mid-term and long term; what is the required investment and who would be the entities to ensure and monitor outcomes.

M-NCPPC anticipates that the study's development process will take approximately 15-18 months.

Expectations

The Cultural Arts Study will be a collaborative planning effort with the MNCPPC Prince George's County Planning Department and the Prince George's County Department of Parks and Recreation and the Prince George's Arts and Humanities Council. Inclusive in this effort will be the meaningful input and inclusion of a Steering Committee and an Advisory Committee that consist of community members, municipalities, arts organizations, artists, cultural organizations, businesses, and others who have a stake in the future of the County's cultural landscape. Guidance in the development of this study can come from various significant planning and background work that exist within Plan 2035, Office of the County Executive, Prince George's County Department of Parks and Recreation (DPR) the Prince George's Arts and Humanities Council and data that can be obtained from interviews held with the arts organizations, educational community business entities, non-profits and philanthropic community. The study will build on this foundation, along with emphasizing community and stakeholder input, validation of (or updating prior conclusions and baseline data, consolidation of still-pertinent ideas and recommendations) along with new recommendations to meet identified needs and innovative

approaches, that are realistic, phased and implementable that focus on expanding programmatic opportunity and resources across our diverse County.

The successful Consultant(s) will develop a multi-disciplinary approach, drawing on extensive expertise in cultural arts planning; proactive and economic development and neighborhood revitalization techniques; placemaking; community outreach, an understanding of the changing dynamics of market demands; housing demands and strategies intended to maximize transit-oriented development.

Objectives:

- To structure the key components of the study with a specific focus on utilizing cultural arts as an economic driver for the county.
- To explore how the art, culture, and entertainment can play a role in shaping the lives of Prince George's County residents and the communities in which they live.
- Identify policy changes that need to occur to ensure that cultural arts are included across all sectors.
- To ensure Art and Culture is included throughout the County's infrastructure as ways to advance cultural goals and creative placemaking.
- To increase opportunities for public art, community art projects, and infrastructure support for artists.
- Identify opportunities for diverse and intergenerational residents to take an active role in arts and culture programs and recreational activities.
- To develop and carry out a comprehensive stakeholder/community outreach plan to secure solid buy-in and support of the study and its recommendations countywide.
- Develop a detailed phasing /timetable an implementation strategy; and the steps necessary to ensure that recommendations are implementable; what body will oversee implementation; and what monitoring mechanisms will need to be put in place to judge progress; and
- To utilize art as a game changer, urban revitalization strategy that will assist in changing the quality of life in our communities across the County.
- To expand the arts infrastructure to include arts districts and placemaking.

Applicable Plans and Studies:

In advance of the Project Kick-Off Meeting with the project team, the successful Consultant shall become familiar with several background documents and information including, but not limited to the documents listed below. The following documents serve as resources and may be accessed at:

[Http://mncppcapps.org/planning/publications/al list.cfm:](http://mncppcapps.org/planning/publications/al list.cfm)

- Plan 2035, the County's General Plan- *Plan 2035 Prince George's Approved General Plan* <http://www.pgplanning.org/374/Plan-2035>
- *Economic Drivers and Catalysts: A Targeted Economic Development Strategy for Prince George's County, Maryland (2013)*
- *2016 Prince George's County Retail Marketability and Competitiveness Study*
- *Way With Words, Standardization in Punctuation, Grammar & Terminology Style Manual, MNCPPC, Prince George's County Planning Department*
- <http://www.mncppc.org/222/Formula-2040;>
- <http://www.mncppc.org/DocumentCenter/View/118/2040-Functional-Master-Plan-PDF?bidId=>
- <http://arts.pgparcs.com/1642/Arts>

2.2 Scope of Services (Tasks)

Task One: Pre-Planning/Kick off

1.1 The consultant team will attend a kickoff discussion with the client (M-NCPPC - Prince George's County Planning Department) convened by M-NCPPC, Prince George's County Department of Parks and Recreation, Prince George's Arts and Humanities Council and staff. The purpose of this meeting is to discuss the scope, clarify tasks, develop the schedule and expectations for the project as well as the format and content of documents to include graphics, and drawings to be completed and next steps. Agenda items for the kickoff discussion include, but are not limited to:

- Review data needs/availability
- Understanding the requirements of the Prince George's County Planning Department i.e., invoicing, information technology/GIS and publication/formatting
- Agree on a communications strategy between the consultant team and the client
- Discuss the project's meeting requirements, public and stakeholder community engagement strategies
- Additional parameters, if any for the Cultural Arts Study may be identified at this time.

- Project Timeline-to be forwarded to Project Manager within a week of the Kick-off Discussion For review and approval by the client.

Task One Deliverables: Within two weeks of the kick-off meeting the Consultant will deliver a Finalized scope of work, including tasks, deliverables, and proposed schedule along with meeting minutes.

Task Two: Major Stakeholder Interviews

2.1 The Consultant and planning staff shall meet with key stakeholders to introduce the project and project team; discuss and identify issues, opportunities and concerns relating to the development of the Cultural Arts Study; hold discussion on proposed recommendations; and conduct presentation and discussion of final recommendations. A written summary of these meetings shall be provided. These meetings shall include, but may not be limited to:

- a. Up to two interviews/meetings with the Prince Georges Art and Humanities Council and its Board of Directors, the Prince George’s County Department of Parks and Recreation Arts Division and appropriate staff.
- b. Interview meeting/interview with the Office of the County Executive, Economic Development Corporation, Prince Georges Chamber of Commerce, Prince Georges Office of Tourism, Redevelopment Authority, Prince George’s Community College, Bowie State University, Clarice Smith and arts organizations.
- c. Develop specific survey instrument to obtain information from entities such as Prince George’s County Public Schools, Community Development Corporations, artist and artistic organizations, the various Art Districts in the County, and residents.

Task Two Deliverable: Within eight business days of each interview, the consultant will prepare and provide a draft of the survey instrument to be use in the interview process for review. The consultant will meet with the stakeholder, administer the survey and compile responses from the interview, prepare meeting minutes and submit to the project manager.

Task Three: Community Outreach and Education

3.1 The Consultant shall, in collaboration with the work group and steering committee plan for a series of topic-specific community meetings with stakeholders. Up to six (6) community meetings may be needed to address topics pertinent to the development of a county-wide cultural art study. Appropriate Consultant staff with expertise in each topic area shall prepare materials and conduct these community meetings with assistance of the Planning Department and work group. The initial communitywide workshop (including artist organizations, residents, business owners and other stakeholders who make up the advisory committee), focusing on what works in the existing cultural arts landscape and what needs to be improved, modified, or added; followed by meetings in each quadrant in the county; a meeting focus on youth and the arts and a final communitywide workshop where the proposed recommendation/study would be introduced.

3.2 As referenced above, the Consultant shall plan and present an interactive education session which include surveys and the inclusion of on-line surveys for the community to voice their opinions and ideas etc. to solicit community input and assess residents level of participation in County arts and cultural programming. Pertinent topics may include connection of cultural art and sustainability, economic development and transit-oriented development, neighborhood revitalization and STEAM.

3.3 The Consultant shall develop and execute a methodology to reach and engage diverse and intergenerational populations throughout the county, artist, art organizations, municipalities, county agencies and entities, businesses and other stakeholders all who make-up the creative economy.

3.4 Assist the Planning Department and Work Group with developing an effective community engagement and outreach program that will build upon and expand citizen and business involvement and commitment.

3.5 In consultation with the Work Group, M-NCCP will be responsible for reserving the meeting space and sending out the meeting announcement and invitations to the community, while the consultant will do much of the presentation and facilitate the discussion. Specific products developed in preparation for the meeting will include, but are not limited to:

- a. An analysis to obtain from research, interviews etc., providing a starting point to gather information from attendees to include survey instruments. The presentation handouts, poster boards, PowerPoint presentations.
- b. Questionnaire and/or other handouts/tools to solicit community input and feedback.

3.6 The Consultant shall take comprehensive notes of each community meeting/workshop, and shall submit meeting notes, web-ready summaries, and electronic copies of community meeting/workshop products and similar materials to M-NCCPPC within five (5) days after a meeting is held for review and dissemination.

Task Three Deliverables: The Consultant shall at a minimum meet the requirements for community outreach and education component as identified in 3.1-3.6

Task Four: Work Group and Steering Committee Coordination

4.1 The Consultant shall also participate in meetings with the working group in the development and implementation of the Cultural Arts Study. The Consultant team may be asked to conduct the working group meeting or may be asked to participate as needed. These meetings are in addition to the community and steering committee meetings described above, up to a maximum of three (3) meetings.

4.2 The Consultant shall conduct meetings with the Steering Committee, agencies etc. as deemed appropriate to provide an overview, present information, obtain feedback on work products. A maximum of four (4) meetings may be necessary to coordinate with the Steering committee on work products to refine innovative and implementable solutions and obtain buy-in on preliminary recommendations. These meetings are in addition to the community meetings described above.

4.3 The Consultant shall take comprehensive notes of each meeting, and shall submit meeting notes, web-ready summaries, and electronic copies of working products (e.g.

presentation boards/materials and maps etc.) and similar materials to M-NCPPC within five (5) days after a meeting is held for dissemination.

4.4 The Consultant shall itemize costs and expenses for meeting approaches outlined above or shall clearly indicate there is no difference in costs or expenses.

Task Four Deliverables: The consultant shall work with the Planning manager to identify specific timing for work group and steering committee meetings. An agenda along with the pertinent Information should be provided to the Planning Manager for these meetings shall be submitted seven business days prior to the meeting to allow the various committees an opportunity to prepare as necessary for the meetings. Meeting minutes are to be provided for each meeting and submitted within five days after each meeting.

Task Five: Economic Development and Implementation Strategy

The Consultant shall develop and execute a methodology to assess and prioritize specific opportunities to advance the creative economy and leverage areas in and around our transit network, define specific strategies to achieve these opportunities, and define the potential for joint public-private partnerships. The economic development and implementation strategy should be developed to implement future land use recommendations for master and sector plans within the transit districts and neighborhoods. Specific locations within and around our transit districts where cultural art uses will be feasible/ appropriate should be identified to inform future land use decisions.

Task Five Deliverables:

The development of a report that analyzes the impact of cultural arts on advancing the creative economy within Prince George's County; assess and prioritize specific opportunities to advance the creative economy and leverage areas in and around our transit network; identify what resources and partnerships are required to ensure that arts are a contributing factor in moving forward the economic vitality of our communities. The information and data from this report should feed directly into the strategic recommendations of the study.

Task Six: Draft PowerPoint Presentation

6.1 Prepare a PowerPoint summarizing the information in the Cultural Arts Study to be utilized and presented for presentation purposes to senior officials (County Council and Planning Board) and other stakeholders. The PowerPoint prior to be utilized for presentation purposes will be reviewed by the Planning Department, Work Group and Steering Committee for discussion and comments. Based on comments received a final draft PowerPoint will then be developed by the consultant team that will be available to be used for presentation purposes.

6.2 The Consultant will prepare, deliver and meet with both the Steering Committee and Work Group on the draft PowerPoint and address issues and concerns if any, and forward to planning staff for final review. The PowerPoint shall illustrate process, explain recommendations and implementation strategy. Illustrations, pictures, maps, and renderings of the produced by the Consultant during Task 6,7,8,9, and further refined in subsequent phases of the process must meet the quality and standards of the MNCPPC as defined.

- a. Implementation strategies to include recommendations for specific short- and long-range opportunities, a proposed action program designed to achieve them, and recommendations on how to ensure consistency with the study and County policies.
- b. Recommended guidelines, and strategies to ensure future development implements the community's Cultural Arts vision for the County.
- c. Suggest ways for arts and culture to be integrated into other departments' strategies in order to meet needs—be the ones of economic and workforce development, community development and land use, education, housing and other ways as suggested in the study objectives.

Task Six Deliverables: Preparation of PowerPoint presentation to be utilized for presentation purpose. The Planning Department Project Manager along with work group and steering committee will review, discuss and provide comment. It is expected that the consultant team in the preparation of the final draft will analyzed and incorporate comments received in accordance with 6.1 and 6.2 of the Task. The receipt of the presentation materials by the Project Manager, Work Group and Steering Committee shall be received five business days prior to the Work Group and Steering Committee meeting where these materials will be discussed.

Task Seven: Key Stakeholder (Work Group and Steering Committee) Meeting

The purpose of the briefing meeting with key stakeholders (Work Group and Steering Committee) will be to present the Draft Cultural Arts Study process and PowerPoint, respond to questions, and receive input and feedback regarding the study. The meeting should be coordinated with the M-NCPPC Project Manager who will reserve the meeting space and invite the key stakeholders to the meeting. The consultants will be responsible for taking meeting minutes and summarizing any recommended changes to the Cultural Art Study and PowerPoint as a result of the meeting. In consultation with the Steering Committee and Work Group this briefing may include representatives from artist organizations and entities.

Specific products developed in preparation for the meeting will include, but are not limited to:

- PowerPoint presentation
- Stakeholder Meeting Agenda and previous Meeting Minutes

Task Seven Deliverables: PowerPoint as identified and meeting agenda. As part of this task, a meeting will be held by the consultant team with stakeholders and several members of the planning staff. The Planning Department Project Manager will coordinate with the meeting attendees and identify the location. It is expected that the consultant team in the preparation of the final draft will analyzed and incorporate comments received as appropriate and or discuss with the work group/steering committee why comments are not appropriate. Presentation materials for the meeting shall be received eight (8) working days prior to the meeting, and minutes and summary in a week after the meeting.

Task Eight: Final Draft Cultural Arts Study Document and PowerPoint

8.1 The consultant shall prepare and submit seven copies in written format and a digital format of the draft study to the M-NCPPC Prince George's County Project Manager(s) to include information received and analyzed from the various meetings and stakeholder groups, illustrations and pictures for review and comment. The draft PowerPoint shall also be submitted (in same formats as identified above) but as a separate document from the Cultural Arts Study document. The preliminary and final report should include major findings, strategies, and recommendations for the Study Objectives discussed above.

8.2 The consultant shall do a final briefing to the Steering Committee on the Final Draft to receive any and all comments on the Study and PowerPoint. Once comments have been received and incorporated, the Project Manager, work group, steering committee and appropriate planning staff shall review final draft document. The Project Manager coordinating the briefing meeting and internal and external comments once received, will forwarded to the consultant team no later than within an approximately 15-day time period.

Task Eight Deliverable: The Consultant team shall submit for review and comment the Draft Cultural Arts Study and PowerPoint. In addition, the Consultant team shall brief the Work Group and Steering Committee on the final draft products.

Task Nine: Second Community Meeting

9.1 A second community-wide meeting will be held to solicit feedback regarding the final draft report. The meeting should be coordinated with the M-NCPPC, Work Group, Steering Committee, municipal representatives, and various other stakeholder groups.

9.2 In consultation with the work group, M-NCPPC will be responsible for reserving the meeting space and sending out the meeting announcement and invitations to the community, while the consultant will do the majority of the presentation and facilitate the discussion.

Task Nine Deliverables: PowerPoint displays/maps/presentation eight (8) days prior to the meeting, meeting minutes/summary. In addition to the eight (8) day lead time for review and approval; for translation purposes an additional ten business days lead time will be required.

Task Ten: Final Cultural Art Study and PowerPoint

Following the stakeholder meetings, a final report will be prepared based on the draft that includes the project team's comments (which will be consolidated by the M-NCPPC project manager and forwarded to the consultant team). The final report shall also include graphics, illustrations and pictures in accordance with the requirements and standards of MNCPPC. The PowerPoint shall be submitted as a separate document from the Study. Prior to approval and acceptance of the Final Draft Study document, the Prince George's County Planning Department (Project Manager and the Publications section) will review and provide comments. The comments will be coordinated with the consultant. It is expected that once the consultant has received the comments from the client, the consultant would incorporate responses into the final draft document that would be delivered to the client within 14 business days.

Task 10 Deliverables: Five digital copies and five paper copies of the final Cultural Art Study document and PowerPoint in accordance with the Publication standards and GIS standards of the M-NCPPC Prince George's County Planning Department.

Task Eleven: Per Meeting Cost

Consultants are asked to provide a per meeting fee for any additional meeting beyond what is identified in the scope.

2.3 Deliverables

All deliverables, when applicable, shall include text, tables/charts, photographs, and color graphics and shall be delivered as an electronic file and five (5) hard *color* copies of the final document. The selected consultant shall present the *draft* deliverables to M-NCPPC staff for review and edits; staff will provide comments within fourteen (14) days of receipt. The following deliverables must be approved by the assigned M-NCPPC project manager and are considered delivered upon his/her approval:

1. **Final Work Program** consistent with the objectives defined by this Request for Proposals.
2. **Assisting the Planning Department develop a Stakeholder/Community Engagement and Outreach Plan** that will include a coordinated series of meetings, programs, and other strategies to fully involve citizens, artist and art organizations, education and business community, municipalities and other key stakeholders.
3. **PowerPoint Presentations** summarizing findings, recommendations, and implementation strategies to be presented to the community at the meetings outlined in the Scope of Services. Slides should contain text, tables, charts, and other relevant graphics. A draft version of the PowerPoint and other presentation shall be discussed and delivered to M-NCPPC no later than eight (8) days prior to the public meetings.
4. **Community Meeting Supporting Documents**, consistent with Publication Standards, to advance Cultural Art Objectives, Scope of Services, and to aid community members in their participation in and understanding of how the integration of cultural art into the vitality of the County can be a key economic driver. A draft version of these supporting documents shall be delivered to M-NCPPC no later than eight (8) days prior to the public meetings for review and approval. If translation services are required an additional ten (10) business days lead time will be required.
5. **Illustrations, pictures, charts/graphics, views and perspectives** that visually convey ideas and concepts to the public.

A. Schedule

The selected consultant shall be able to begin work within five (5) business days after M-NCPPC issues a notice to proceed. The award will be made to the selected consultant by June 30, 2020 and the selected consultant is expected to complete work under this scope of services within 15 months from the start date. The consultant shall be available for an additional three (3) months after the submission of the final deliverable to respond to questions/clarifications or to make final revisions as needed (the price proposal shall cover

this service as a separate line item).

2.4 Project Management and Logistics

A. Logistics

1. M-NCPPC will assign a project manager to communicate directly with the selected Consultant's project manager in order to manage and administer the terms of this solicitation, approved final work program, and contract.
2. M-NCPPC shall provide existing data, information, and plans related to the Cultural Arts Study area, including those documents listed in the Consultant Qualifications section and those provided by the Prince George's Arts and Humanities Council.
3. The Consultant will review all the plans, studies, and materials referenced in this document and provided by staff and other additional information that is/can be pertinent in the development of the study.
4. The Consultant shall hold regular meetings with planning staff on at least a monthly basis, and as necessary throughout the process.
5. The Consultant shall provide professional staff as needed to facilitate meetings and briefings pertaining to their area of expertise.
6. The Consultant shall attend and participate in all major community meetings (not to exceed seven) conducted by the Planning Department in collaboration with the Work Group and Steering Committee facilitated primarily by the Consultant Team. These community meetings are in addition to monthly project team meetings.
7. The Consultant shall conduct meetings with WAMATA, federal, state, regional, and county agencies as deemed appropriate. These meetings are in addition to the working group/steering committee and major community meetings described above. The proposal submitted by the Consultant will include a description of how these meetings will be conducted to ensure full coordination and collaboration with these agencies/entities.
8. The Consultant shall participate in meetings with any working group/steering committee established to facilitate the development and implementation of the Cultural Art Study. These meetings are in addition to the major community meetings described above but may replace any agency meetings that would otherwise be required (at the discretion of the M-NCPPC Project Manager). The proposal submitted by the Consultant will include the number of meetings with the working group/steering committee or agencies (up to a maximum of seven total meetings).
9. All draft presentation and hand-out materials shall be presented to the project manager for internal review at least eight (8) days prior to any meeting. If the material requires translation an additional ten (10) business days will be required.
10. The Consultant shall submit meeting notes, web-ready summaries, electronic copies of community workshop products (e.g. working maps), and similar materials within five (5)

days after a meeting is held.

11. The Consultant shall produce highly illustrative work products, perspective and related graphics that will, at minimum, visually convey approaches.
12. The Consultant will be expected to provide appropriate materials (e.g., exhibits, handouts, maps, illustrations, pictures, and presentation materials) for the aforementioned meetings, as well as meetings with the Planning Board, County Executive, and County Council, in electronic form at least eight (8) days prior to a given meeting. M-NCPPC will be responsible for managing the outreach and the overall logistics of the meetings, including notification mailings, copying all printed exhibits, presentation boards, and handouts and make all necessary reservations including scheduling these meetings.

B. Project Management

A project manager will be assigned to communicate directly and serve as the point of contact with the selected consultant's project manager in order to manage and administer the terms of this solicitation, approved final work program and contract.

1. The Community Planning Division shall identify existing studies/plan, information, and plans related to the development of the Study, as well as the following:
 - a. Relevant GIS shape files needed to produce maps of the study area (e.g. base maps, land use maps, zoning maps, aerial photos, etc.). The consultant shall follow the standards identified for GIS data in Section D.
 - b. Any other relevant documents identified by staff that would assist the selected consultant in understanding the guides focus.
 - c. The most current "Way with Words," standardization manual for the Prince George's Planning Department to be used in drafting of any written reports.
2. All draft presentation materials shall be presented to the project manager for internal staff review at least eight business days prior to any meeting. If the material requires translation an additional ten (10) business days will be required.
3. The Community Planning Division Staff along with the Work Group and Steering Committee will assist with the facilitation of all scheduled stakeholder meetings.
4. The consultant will be responsible for the following:
 - a. All draft presentation materials shall be presented to the project manager for internal staff review at least eight (8) business days prior to any meeting. If translation services are required, an additional ten (10) business days lead time will be required.
5. The Community Planning Division staff along with the Work Group and Steering Committee will assist with the organization and facilitation of all scheduled stakeholder meetings. The consultant will be responsible for the following:
 - a. Review of the approved documents and studies mentioned in this document.
 - b. Initial coordination meetings with Planning Department staff.
 - c. Develop a clearly defined final work plan that conveys how the selected consultant will complete their work to specifically address the Scope of Services.
 - d. Conduct field visits as necessary.

- e. Conduct work sessions (stakeholder meetings) with key Planning Department staff, Department of Parks and Recreation, Prince George's Art and Humanities Council Economic Development Corporation, Redevelopment Authority, County Executive Strategic Partnership, Prince Georges Tourism, Prince Georges Chamber of Commerce
- f. The selected consultant will be expected to attend and provide information at a minimum of four meetings with M-NCPPC staff , workgroup and (one project initiation meeting and three progress review meetings), independent of the initial coordination meeting, at appropriate intervals, to review progress with the Scope of Services. Meetings may be held on-site as required.
- g. Participate in at least twelve (12) interviews/meetings (with stakeholders as identified to discuss the toolkit and receive input into its development and other recommendations for inclusions, in addition to project team meetings.
- h. Participate in at least six (6) stakeholder community/advisory meetings to discuss the Study and receive input into its development and other recommendations for inclusion.
- i. Participate in at least one (1) stakeholder community/advisory meeting to discuss preliminary findings and receive input on Final Draft Cultural Art Study development (which is inclusive of the meetings described above).
- j. Provide bi- monthly summary of Study progress for inclusion
- k. Prepare draft and final reports that includes all task identified and any additional information that is material in the development of the Cultural Art Study.

D. Publication Standards

1. All written work products shall be prepared in 8.5 x 11-inch format. Prepare the report for black and white reproduction. Use the Style Guide (which will be provided once contract has been awarded) for all typographic and usage styles. The report should be submitted in Microsoft Word or InCopy along with a PDF.
2. All written products shall be 100 percent accurate and follow the Planning Department's Style Guide and Way with Words.
3. The consultant shall provide a copy of all electronic files, text, graphics, illustrations, uncropped photographs and any other materials in their original unflattened electronic format. Resolution of all raster-based images (e.g., JPEG, TIFF, PSD, etc.) must be at least 300 dpi at the designated dimensions. In addition to the unflattened original file formats and the document PDF, all graphics, maps, illustrations, photos, or other images shall be submitted as TIFF, JPEG, EPS, AI,. INDD, or PSD. Images should be linked and not embedded or flattened in the digital submittal. Images must not be taken from web sites.
4. The consultant must own or have written permission for all images within the document. This includes images of design elements such as trashcans, lampposts, and benches— these elements may not be copied from catalogs without permission. All images should be clear of copyright issues, meaning that no graphics should be captured from other sources without written permission from the source for unrestricted print and web use by M-NCPPC. Copies of the written permission must be included with the submitted package. Permission letters must specifically name M-NCPPC as the user. Full color should only be used for the front cover, essential maps, and illustrations if the product is

only approved for two-color printing. Wherever feasible, consultants should use patterns instead of color for charts and maps. Bleeds should not be used in the document.

5. Suitable captions should be provided for all images.
6. The consultant should coordinate with the Department's publications staff for additional format requirements or clarification.

E. GIS Data Standards

The Maryland-National Capital Park & Planning Commission has over 250 GIS layers available and the metadata description for these layers can be reviewed at:
<http://gisdata.pgplanning.org/metadata/>.

GIS Data is available for download from the Planning Department's Open Data Portal
<http://gisdata.pgplanning.org/opendata/>

Vector data is available in multiple formats including ESRI file geodatabase, shapefile, and CADD (dfx). Orthoimagery is available in .SID format. Requests for data in other non-standard formats shall be made in writing. The Contractor shall provide the Commission an external hard drive for data they want separate from what is available from our download site.

All Commission GIS data is maintained and stored within the Commission using ESRI ArcGIS Server. All data deliveries from the Commission will be in the File Geodatabase format.

Any GIS data created by the Contractor will be delivered using the following data requirements:

- ESRI ArcGIS Geodatabase
- Map projection must be in Maryland State Plane NAD 1983/91 Feet
- Vertical Elevation data must use the North American Vertical Datum of 1988 (NAVD88) with units of US Survey Feet
- ArcGIS Metadata will be completed and will meet or exceed FGDC Level 1 for all layers (<http://www.fgdc.gov/metadata/geospatial-metadata-standards>). It is important to the Commission that sufficient detail as to how the data was created or edited be documented.
- Layer file name will be descriptive, will not exceed 27 characters and will end in either _Py, _Ln or _Pt to represent Polygon, Line, or Point feature classes, respectively
- Field names will be descriptive, words will be separated by an "_" and will not exceed 27 characters
- The consultant will be responsible for collecting data and information from private sources.

F. Index to Several Resources:

- Plan Prince George's County 2035 Approved General Plan
www.plan2035.com or at:
http://www.pgplanning.org/Resources/Publications/Plan_Prince_George_s_2035.htm
- Links to retail studies:
http://mncppcapps.org/planning/publications/Books.cfm?name=retail&category_id=&pricemin=&pricemax=&Pubs_year=All&x=43&y=27

G. Cultural Arts Study Community Meetings & Interview Processes

Task One Kick-Off Meeting

Task Two identifies Stakeholder Interviews

- The Consultant Team will conduct up to twelve stakeholder Interviews

Task Three identifies Six Community Outreach & Education Meetings

- Meeting one- Community wide meeting to discuss the Cultural Arts Study Initiative.
- Meeting two thru four- Meetings to be held in three quadrants of the County- North County Central County and South County.
- Meeting Five- Youth Meeting; and
- Meeting Six- Second community wide meeting to discuss the Cultural Arts Study proposed recommendation **(This meeting is identified in Task 9)**

Task Four identifies Work Group and Steering Committee Coordination

- Three meetings with the Work Group; and
- Four Meetings with the Steering Committee

Task Seven and Eight identifies Two Key Stakeholder Meetings

- Meeting with Work Group and Steering Committee on Draft PowerPoint and Draft Cultural Arts Study.

Task Nine (inclusive of the six meetings identified in Task Three)

- Meeting Six- Community wide meeting to discuss the Cultural Arts Study proposed recommendation.

2.5 PROPOSAL CONTENT AND FORMAT

Offerors shall be responsible for all costs incurred in the development and submission of this proposal. The Commission assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal, or the selection of finalists. The Commission shall not be contractually bound until the Commission and the successful Consultant have executed a written contract for the performance of the work.

After receipt and initial evaluation, oral discussion and competitive negotiations may be held. The Commission reserves the right to accept or reject any or all parts of this proposal and/or to waive any informality or irregularity. Offerors must respond to all requirements in order to be considered for award, including a narrative describing the Offeror's understanding of the Project and all information regarding skill level and hourly rates for each task described herein, and any additional information deemed pertinent.

Pages must be numbered and the proposal must follow the format below. All requested information must be included.

1. Company Profile

Provide the following information relative to your firm. If you are proposing to sub-contract some of the proposed work to another firm, similar information must be provided for each sub-contractor:

- Firm name and business address, including telephone number, facsimile number, and E-mail address.
- Year established (include the former firm names and year established, if applicable).
- Type of ownership and parent company, if any. Subsidiary companies shall also be identified.
- A brief history of the firm and summary of specialty areas; and organizational structure for this project, including sub-contractor.
- Number of employees.
- Normal business hours.

2. Qualifications and Experience of Firm and Key Personnel: Provide resumes, qualifications, education and experience of all key personnel and any proposed sub-contractors to perform the Scope of Services contained in this RFP. Changes to any personnel by the successful Consultant must be approved by the Commission. The proposal shall identify all personnel assignments and responsibilities and provide contact information for each proposed staff member. The proposal shall include examples of projects and related work performed by the Offeror for current and former clients that demonstrates the Offeror's ability to provide the services as stated herein. The proposal shall include an organization chart for the project that lists all personnel and proposed subcontractors that will work on the project, delineating responsibilities and assignments for each task, name of personnel to perform the assignments for each task, and their position title.

The selected Offeror shall have experience with projects similar in nature to the one requested by the Commission. Identify three (3) projects the Offeror has completed (not in

progress) over the past five (5) years which would typify the best work accomplishments for services similar to those required of this project. Offerors shall demonstrate record of delivery and contracted materials within established deadlines. This shall be supported by the references provided. For each project, include the client/agency name, contact name, address of client/agency, telephone number, a description of the actual services provided, and the date the entire project was completed. The Commission reserves the right to verify all information given if it so chooses, as well as to check any other sources available. References will be held in the strictest of confidence.

3. Proposed Methodology and Procedures to Perform Work: All proposals shall include a detailed methodology that fully demonstrates the understanding of the Scope of Services of this RFP and the ability to successfully complete the requirements of the tasks. Provide a preliminary project schedule that specifies the specific tasks to be accomplished, necessary task descriptions, indicate start and projected completion date for each task, delineate key milestones, provide a completion time frame for each Contractor responsibility, and provide examples of deliverables required of each task or description/summary of proposed work product. The Commission will be evaluating each methodology to see if it meets the requirement and will produce the best result.

4. Cost Proposal: The Offeror shall itemize an hourly cost and projected hours for each task/deliverable on a separate sheet (from the pricing schedule). These costs and hours shall be shown on the pricing schedule as an inclusive lump sum fee. The Offeror shall include itemized costs and expenses, task/deliverable, project team meeting, and stakeholder presentation listed in the proposal. The quoted fee proposal shall include all incidental costs including, but not limited to, travel, priority mail, binding, photocopying, faxing, photographs, internet service, telephone calls, and supplies/materials as needed to complete the project requirements. If the proposal includes subcontracting for part of the work, the Offeror shall provide a breakdown of the prime costs and the subcontractor costs by Task/Deliverable. The Offeror shall include a proposed payment schedule consistent with the project deliverables and tasks as listed above. Offeror's fee proposal must be guaranteed firm for a minimum of one hundred twenty (120) days, and if awarded a contract, for the duration of the project. **THERE WILL BE NO REIMBURSEMENT OF ADDITIONAL EXPENSES—ALL PROPOSED COSTS (ITEMIZED COSTS AND TOTAL LUMP SUM FEE) MUST BE ALL-INCLUSIVE.**

All Offerors shall include with their proposal their most current financial statement (preferably, audited) if the total cost exceeds \$100,000.

2.6 EVALUATION CRITERIA

The following criteria have been established for the evaluation of the proposals received:

| | |
|----------------------|--|
| 0 – 40 points | 1. Proposed Methodology and Procedures to perform the work |
| 0 – 35 points | 2. Experience and Qualifications of Firm and Key Personnel assigned to this project |
| 0 – 25 points | 3. Proposed costs (to be provided on attached pricing schedule) |

2.7 PRICING SCHEDULE

**Prince George's County Cultural Arts Study
Pricing Schedule
RFP #40-137**

The Offeror certifies that this cost proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project, without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or other illegal action.

All costs must be all-inclusive and firm-fixed for the life of the resultant contracts, without exception(s).

The Commission reserves the right to award all or part of the scope of services of this RFP. Please submit separate cost for each deliverable.

Offeror shall use the following table for submitting their cost proposal.

| Task | Cost |
|---|-------------------|
| Task 1: Pre-Planning/Kick-Off Meeting | \$ |
| Task 2: Major Stakeholder Interviews | \$ |
| Task 3: Community Outreach and Education | \$ |
| Task 4: Work Group and Steering Committee Coordination | \$ |
| Task 5: Economic Development and Implementation Strategy | \$ |
| Task 6: Draft PowerPoint Presentation | \$ |
| Task 7: Key Stakeholder Meeting | \$ |
| Task 8: Final Draft Cultural Arts Study Document and PowerPoint | \$ |
| Task 9: Second Community Meeting | \$ |
| Task 10: Final Cultural Arts Study and PowerPoint | \$ |
| Total Cost | \$ |
| Task 11: Per Meeting Cost | \$ Fixed Price |

Note: *The cost for each of the Tasks listed above should be inclusive of direct costs. If proposal includes subcontracting for part of the work, please provide a breakdown of the prime costs and the subcontractor costs by Task.*

Firm Name: _____ Date: _____

Address: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Authorized Representative: _____
(Print) (Signature)

2.8 TERMS & CONDITIONS

The terms and conditions below are hereby incorporated into the Solicitation and resulting purchase order. In addition, by submitting a proposal, Offerors agree to all terms and conditions of the purchase order.

1. **Performance.** The Contractor shall perform the work in accordance with the terms set forth in the Solicitation and the Proposal. The documents incorporated into the Purchase Order are the: (1) Solicitation; (2) the Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws; and (3) the Proposal and all other forms and documents submitted by the Contractor in response to the Solicitation.

In case of any conflict, the documents shall have precedence in the following order: (1) the Contract and any change orders or amendments issued subsequent thereto; (2) Addenda in chronological order, (3) the RFP; and (4) the Proposal and all forms and documents submitted by the Consultant.

2. **Time is of the Essence.** Time is of the essence in this Purchase Order. The failure of the Contractor to complete the work within the specified time provided herein shall constitute a material breach of the Purchase Order by the Contractor.

3. **Nondiscrimination.** The Contractor shall comply with the Federal, State and local nondiscrimination in employment laws and regulations. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination in employment clause. The Contractor shall not discriminate against any person because of race, creed, sex, age, color, national origin or disability. If the Contractor is determined to be in violation of Federal, state, or local nondiscrimination laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend this Purchase Order in whole or in part, and the Commission may declare the Contractor ineligible for any future contracts with the Commission.

4. **Insurance.** The Contractor shall maintain, at its own expense, during the term of the Purchase Order, such insurance as shall protect it and any sub-Contractor(s) performing work under this Purchase Order, from claims, damages, liability, legal actions, costs and expenses, including but not limited to those from bodily injury, including death, or property damage, which may arise from operations under this Purchase Order. The Contractor shall also provide the Commission with a certificate of insurance for the types of coverage and limits required by the Commission's Risk Management Office. The Contractor shall furnish a certificate of insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Office. The Certificate will name the Commission as an additional insured and will provide for forty-five (45) days advance notice in the event of termination or cancellation of coverage.

5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Commission, its Commissioners, officers, and employees. (collectively, the "Indemnitees"), from and against losses, liabilities, injuries, damages, and expenses, including reasonable attorneys' fees, that the Indemnitees face or incur by reason of (a) the breach of this Agreement by the Contractor; or (b) any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnitees) (i) the Contractor's negligent acts, errors,

omissions; or (ii) the negligent performance or lack of performance by the Contractor of its duties and obligations under this Agreement.

6. Termination. The Commission may terminate this Agreement: (a) for convenience; (b) for default or (c) for lack of appropriation.

(a) For Convenience. This Agreement may be terminated by the Commission without cause, upon thirty (30) days written notice. Immediately after receiving such a notice the Contractor shall stop all the activities associated with the Agreement, except work required to secure the completed work, protect it from damage or deterioration and delivering the same to the authorized representative of the Commission. In the event of termination, the Contractor shall receive compensation for services rendered in accordance with the Agreement prior to the effective date of such termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

(b) For Cause/Default. Notwithstanding any provision in this Agreement, the Commission may immediately terminate this Agreement for cause for the following reasons: any non-performance, breach of a representation, covenant, or warranty, incomplete service, fraud, any fraudulent representation in any invoice or verification required to obtain payment under this Agreement, services performed in conflict with the terms and conditions of this Agreement or an unfavorable report resulting from a state or federal background investigation. The occurrence of any of these conditions shall constitute a material breach of this Agreement and the Commission may terminate this Agreement with written notice to the Contractor effective immediately.

(c) For Lack of Appropriation. If the appropriating authority pursuant to MD. Ann. Code, Land Use Article, Title 18 Subtitle 1 fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Commission's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the Commission from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Commission shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

7. Compliance. The Contractor agrees that it shall comply with all applicable provisions under the Commission Purchasing Manual, Practices, Rules and all other Commission regulations and with all applicable Federal, State, and local laws pertaining to the payment and withholding of wages, worker's compensation, equal opportunity employment, and the subject matter and performance of this Purchase Order. Further, the Contractor represents, warrants, and covenants that:

- It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- It is not in arrears with the respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the terms of this Purchase Order.

- It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Purchase Order; and
- It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Purchase Order.
- It has the necessary special expertise and experience to complete the work under this Purchase Order.
- The person executing this Purchase Order has been duly authorized to execute this Purchase Order on behalf of the Contractor.

8. **Assignment; No Delegation.** The Contractor may not assign or transfer any rights or delegate any duties and responsibilities under this Purchase Order without prior written consent of the Commission.

9. **Entire Agreement.** This document contains the entire agreement between the parties and shall not be modified except by written agreement signed by both parties hereto.

10. **Severability.** If any provision of this Purchase Order is determined to be invalid or illegal by a court or an administrative body or agency, that provision shall be severed from this Purchase Order and shall not affect the remainder or any other provision contained herein.

11. **Applicable Law.** This Purchase Order shall be interpreted in accordance with the laws of the State of Maryland and enforced exclusively in any court of competent jurisdiction in Montgomery County or Prince George's County, Maryland.

12. **Waiver.** The failure of the Commission to enforce any part of this Purchase Order shall not be deemed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement.

13. **Independent Contractor.** The Contractor is an independent Contractor. The Contractor and the Contractor's employees and agents are not agents or employees of the Commission.

14. **Warranty and Guarantee.** All warranties and guarantees on goods, services shall survive the completion of performance, expiration or termination of the Purchase Order and shall continue through the warranty or guarantee period.

15. **Disputes.** This Purchase Order shall be subject to the provisions of the Commission's Practice 4-10 and the Purchasing Manual. These documents can be obtained by contacting the Commission's Corporate Procurement Division. If there is a dispute concerning this Purchase Order, Contractor shall comply with Chapter 14 of the Commission's Purchasing Manual, which is the procedure for resolving Purchase Order disputes and claims between the parties. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Purchase Order in accordance with the Purchasing Manual.

16. **Cross Default.** Upon the occurrence of a material breach of Contractor's obligations, due performance, representations, warranties, or other agreements under this Purchase Order, then the Commission shall be entitled to exercise, in its sole and absolute discretion, any and all rights and remedies available under this Purchase Order and any other Purchase Order the Contractor has with the Commission, including, but not limited to the right to terminate this Purchase Order and/or any other Purchase Order the Contractor has with the Commission, whether now existing or arising in the future. Contractor expressly understands and acknowledges the Commission's rights and remedies created by this provision.

17. **Jury Waiver.** Each party waives right to a jury in any litigation in connection with this Purchase Order, or the property, or the transactions contemplated by this Purchase Order. Each

party acknowledges that this waiver has been freely given after consultation by it with competent counsel.

18. **Purchase Order; Proposal.** The term "Purchase Order" includes collectively these supplemental terms and conditions, issued Purchase Order and all amendments and change orders. The term "Proposal" includes collectively the initial Proposal accepted by the Commission, and all additional Proposals, forms, and/or documentations accepted by the Commission in connection with any amendments and change orders.

19. **Authorized Signer.** Each person executing this Contract, whether on its own or behalf of any organization hereby certifies that they have been duly authorized to execute this Agreement on behalf of such organization.

20. **Confidentiality.** Contractor shall not use, for its benefit or for the benefit of any third party, any of the Confidential Information, except for the limited purpose in performing its obligations under this Purchase Order. Contractor shall not at any time either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever, any Confidential Information without the express, prior written consent of the Commission.

21. **Ownership of Documents and Materials.** The Contractor shall vest title to all documents produced under or as a direct result of this Contract with the Commission. All documents, reports, GIS maps, drawings, sketches, notes, calculations, correspondence, electronic files and computer disks, and any other materials prepared by the Contractor or Commission personnel under this Contract shall be and remain the property of the Commission. The Contractor shall immediately provide to the Commission's Project Manager the original of all documents and materials as outlined above.

22. **Payment Schedule.** The successful Consultant may request payment no more frequently than a monthly basis. The Consultant is expected to invoice the Commission for its services in a manner consistent with the progress of the project and the work completed. Payments will only be disbursed for work products successfully completed and accepted, as determined solely by the Commission. Payment(s) will be based on acceptable deliverables or key accomplishments, and not on time spent on the project. The Commission will remit within thirty (30) days of acceptance and receipt of a properly prepared invoice, whichever is later.

23. **Complete Services/Products.** The successful Contractor shall be required to (a) furnish all tools, equipment, supplies, supervision, transportation, and other accessories, services, and facilities necessary to complete the work; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and, (d) perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant Agreement.

24. **Rights.** The Commission retains all rights to proposals, submissions, written and electronic documents (all work products) produced as a result of this Contract.

25. **Official Records.** The Contractor agrees that none of the Commission's records will be removed from the Commission's premises.

26. **News Releases.** All Offerors, prior to award and the successful Contractor after award, shall not make any news releases concerning this Contract without the prior written permission of the Contract Administrator.

27. **Warranty for Professional Services.** To the extent that professional services are provided under this Contract, the Contractor acknowledges that he is aware that the services provided herein are furnished to the Commission with the understanding that the Commission, in accepting these services, relies upon the Contractor's particular skill and expertise. Accordingly, the Contractor warrants that the services provided are of a professional quality and that such services meet or exceed the prevailing practices and standards of the trade from which the services are provided.

Part 3

FORMS

A. REQUIRED

B. SUBMISSION IF APPLICABLE

PART 3 FORMS

A. Submit the following REQUIRED FORMS as part of your proposal response:

1. **INSURANCE CHECKLIST.** (ATTACHMENT 4A-1)

2. **PROPOSED SUBCONTRACTOR UTILIZATION FORM.** This form is required at the time the proposal is submitted. The Offeror is required to submit a detailed breakdown (type, amount, percentage of total project) of all work to be performed by the Offeror and each Subcontractor. (ATTACHMENT 4A-2)

B. Submit the following forms, if applicable.

1. **PROPOSED SUBCONTRACTOR UTILIZATION FORM** This form is required at the time the proposal is submitted. The Offeror is required to submit a detailed breakdown (type, amount, percentage of total project) of all work to be performed by the Offeror and each Subcontractor. (ATTACHMENT 4A-2)

Part 4

ATTACHMENTS

A. Forms to be used for Submittal

PART 4-A FORMS TO BE USED FOR SUBMITTAL

4A-1. INSURANCE CHECKLIST FORM

4A-2. PROPOSED SUBCONTRACTOR UTILIZATION FORM

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
INSURANCE CHECK LIST**

| COVERAGE REQUIRED | LIMITS (Minimums) |
|---|---|
| 1. Worker's Compensation <input type="checkbox"/> Accident (Each) <input type="checkbox"/> Disease (policy limits) <input type="checkbox"/> Disease (each employee) | Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease |
| 2. General Liability <input type="checkbox"/> Products Liability & Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Premises & Operations <input type="checkbox"/> XCU for explosion and/or cave in <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury and Advertising <input type="checkbox"/> Medical Payment any one person | All items in No. 2: \$1,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence \$5,000 per occurrence |
| 3. Contractual Indemnity/Hold Harmless Exactly as Specified | |
| 4. Automobile Liability Owned Hired, Non-owned & Leased <input type="checkbox"/> Bodily Injury Each person Each occurrence <input type="checkbox"/> Property Damage Each occurrence Or Combined Single Limit | \$ 500,000 \$1,000,000 \$ 300,000 \$1,000,000 |
| 5. Excess Liability Combined Single Limit | \$1,000,000 |
| 6. The Maryland-National Capital Park and Planning Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess. | |
| 7. Other Insurance <input type="checkbox"/> Renovation over \$50,000 All Risk Builders Coverage <input type="checkbox"/> Professional Liability For errors, omissions and negligent acts, per claim and per aggregate, with one year discovery period and no greater than a \$25,000 deductible. Combined Single Limit (Professional services contracts only) | \$ 250,000 |
| 8. 30 days Cancellation Notice Required 45 days Cancellation Notice Required | Under \$500,000 Over \$500,000 |
| 9. Best's Guide A rating or better/ S&P Rating of BBBq | |
| 10. The Certificate Must State Bid Number and Bid Title. | |
| BIDDER AND INSURANCE AGENT STATEMENT | |
| We understand the insurance requirements of these specifications and will comply in full if awarded this contract. | |
| Bidder Signature | Insurance Agency Signature |

Revised 3/25/99