



**The Maryland-National Capital Park & Planning Commission
Department of Finance - Corporate Procurement Division**

6611 Kenilworth Avenue, Suite 300 • Riverdale, Maryland 20737 • 301-454-1600 Fax: 301-454-1606

**PROPOSAL DOCUMENTS
RFP NUMBER: 42-153
WEBSITE RE-DESIGN TASK ORDER**

PROJECT DESCRIPTION

The Maryland-National Capital Park and Planning Commission (M-NCPPC), or commonly referred to as “The Commission” is seeking to enhance the organization’s presence on the Internet by performing a complete web site re-design. The goal of this re-design effort is more than making the Commission’s web site technically current and legally compliant, but to also ensure that the site is meeting the changing needs of the Prince George’s and Montgomery County communities.

PROPOSAL DUE DATE/TIME: Wednesday, June 22, 2022 before 2:00 PM ET

NOTE: A **Pre-Proposal** information meeting will be conducted via MS Teams on **Tuesday, June 7, 2022 at 10:00AM ET**. For access to the link, email a request to Richard.Colbert@mncppc.org

Solicitation Release Date: Friday, May 20, 2022

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
REQUEST FOR PROPOSALS (RFP) SUMMARY

RFP Number:	42-153
Proposal Name:	Website Re-Design Task Order
Pre-Proposal Meeting:	TUESDAY, JUNE 7, 2022 AT 10:00AM ET
Deadline for Technical Questions:	WEDNESDAY, JUNE 15, 2022 NO LATER THAN 4:00 P.M. EST. All questions must be submitted via e-mail to: Richard.Colbert@mncppc.org
Deadline for Proposals:	WEDNESDAY, JUNE 22, 2022 NO LATER THAN 2:00 P.M. EST.
MFD Subcontracting Participation:	An MFD sub-contracting level of participation of 10% has been established for this RFP for task orders over \$30,000, as applicable.
Submit Proposals to:	Proposals shall 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/projects/19619 Offerors are to conform to the procurement conditions herein.
Proposal Submittal Instructions:	The Proposal Package must include all completed forms in <u>PART VI:</u> <u>The Proposal should indicate the Request for Proposal Number on the cover page of the package.</u> The Proposal Package must be received at the web address shown above by Deadline for Proposals shown above.
Inquiries:	All inquiries regarding this proposal are to be made to: Richard Colbert, Corporate Procurement Specialist Email: Richard.Colbert@mncppc.org Office: (301) 454-1610 Fax (301) 454-1606 MARYLAND RELAY SERVICE: 1 (800) 735-2258 [for the hearing impaired]

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PART I
GENERAL INSTRUCTIONS

PART I: GENERAL INSTRUCTIONS

PRESUBMISSION INFORMATION

Examination of Proposal Documents

Offerors must examine all the bidding documents very carefully and must make their proposal after examination of the location and/or nature of the proposed work. The submission of a proposal indicates that the offeror thoroughly understands all the terms and conditions, instructions, and specifications of the bid.

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 unless the Commission representative specified in the Invitation for Sealed Proposals has given specific authorization.

Interpretation of Proposal Documents and Correction of Proposal Documents

Should an Offeror, upon an examination of the RFP and Documents, or after conducting an investigation of local and site conditions and performing a review of any information related thereto provided by the Commission, require an interpretation or clarification of any provision of such documents or information, or believe there to be any ambiguity or error in or inconsistency or discrepancy between, or otherwise be in doubt as to the meaning or intent of, any part or portion of those documents or that information, the Offeror shall notify the Commission in writing at least five (5) working days prior to the date set for receipt of Proposals.

Address all questions to: Department of Finance, Corporate Procurement Office
 Email: Richard.Colbert@mncppc.org
 Office: (301) 454-1610 Fax (301) 454-1606

An Offeror who fails to request any such interpretation or clarification waives any claim for additional cost or time for any ambiguity or error in or inconsistency or discrepancy between any such documents and/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 posted ON www.procurenow.com.

Responses to Offeror notifications and inquiries made in any other manner, and especially any oral explanations, instructions or comments provided by any representative of the Commission or its Design Professional(s), will not be binding on the Commission.

Extension of Proposal Opening

The Commission may extend the deadline for receipt of proposals at its option. If the date is extended, the Commission will notify all prospective Offerors in writing and post on www.procurenw.com. It is incumbent upon Offerors to check for addenda and/or any extension of deadline.

Response to Solicitations

In the event a firm does not submit a proposal on this solicitation, the firm should provide the Commission 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 names of those firms that repeatedly fail to respond to Commission solicitations for proposals. The return of the Proposal Form page with a "No bid" is not considered a failure to respond.

PREPARATION AND SUBMISSION OF PROPOSALS

The Offeror shall submit the proposal as indicated in the RFP. The proposal must be:

- a. Signed in ink or electronically by authorized principals with the Offeror's legal name fully stated. Corporations must give the state in which incorporated, using the phrase "A Corporation organized under the laws of the State of _____". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of _____". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of _____".
- b. Submitted in accordance with the format as specified in Part V. 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.
- c. Fully completed by the Offeror, including all information requested and any attachments that may be required.
- d. 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 insurance certificates within the time specified:

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

The Commission may reject all remaining proposals.

Unless otherwise stated in the RFP, 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.

MODIFICATION AND WITHDRAWAL OF PROPOSALS

All proposals shall be valid for a minimum period of ninety (90) calendar days following the date established for the opening of the bid unless otherwise stated in Part III, "Special Conditions."

At any time prior to the specified bid opening time and date, bids may be modified or withdrawn in person by a bidder, or by his or her authorized representative if proper identification acceptable to the Purchasing Manager is provided and the person withdrawing the bid signs a receipt for the withdrawn bid. This can also be accomplished by mail with the approval of the Purchasing Manager.

LATE BIDS, MODIFICATIONS AND WITHDRAWALS

If an Offeror's proposal or request for withdrawal is submitted after the time set for receipt of proposals, the following applies.

- A late proposal, late modification or late request for withdrawal will not be considered. Any bid, proposal or modification to a bid or proposal received at the place designated in the solicitation after the time set for receipt of bids is late and will not be considered for award.
- Any request for withdrawal or request for modification received at the place designated for proposal opening after the time set for opening of bids is late.
- A late proposal shall not be opened and shall be returned to the bidder (unless it must be opened to determine the identity of the bidder).
- Exceptions to these rules may be made when a late bid, modification, or withdrawal would have been timely but for the action or inaction of procurement personnel directing the procurement activity.

MISTAKES IN PROPOSALS

After the opening of proposals, Commission staff shall examine all proposals for mistakes. In cases of apparent mistakes, other than those involving extension of unit prices or other arithmetic errors, when Commission staff has reason to believe that a mistake may have been made, staff shall request from the bidder a verification of the proposal. If the offeror alleges a mistake, the matter shall be brought to the attention of the Purchasing Manager. Such actions shall be taken prior to award.

The Purchasing Manager is required to make the administrative determinations necessary in cases of alleged proposal mistakes. The authority permitting correction of proposals is limited to proposals which are responsive as submitted and shall not be used to permit correction of bids to make them responsive.

If the Purchasing Manager knows or has reason to conclude that a mistake in a proposal may have been made, the Purchasing Manager shall require that the bidder confirm the proposal. Confirmation by the offeror of the proposal will be requested when the bid reflects either an obvious, apparent error on its face or the bid's amount is unreasonably lower than those of either the other bids submitted or the Commission's estimate.

If the offeror fails to respond to a request for confirmation of an apparent mistake within the time allotted to the Purchasing Manager, the proposal may be considered as originally submitted or may be rejected as non-responsive at the discretion of the Purchasing Manager. If the offeror confirms his proposal, the Purchasing Manager shall consider it as originally submitted.

If the offeror alleges a mistake, the Purchasing Manager shall advise him to support the allegation by statements concerning the alleged mistake and by all pertinent evidence, such as the bidder's file copy of the bid, original worksheets and other data used in preparing the bid, such as subconsultant's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made and the intended bid cannot be ascertained.
- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.
- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was actually intended. Examples of such apparent mistakes are: obvious misplacement of a decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.
- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.

- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

AWARD

The award will be made under the Sealed Proposal Method. Under the Sealed Proposal Method, discussions after proposals have been opened are permitted to allow clarifications and changes in the proposals. Judgement factors may be used not only to determine if the service offered meets the required criteria, as stated in this proposal, but also to evaluate competing proposals. Thus, the quality of the service may be used as a trade-off against the price of the service, and awards can then be made to the responsive and responsible Offeror whose proposal is most advantageous to the Commission.

Failure to enclose and submit requested data or comply with the requests as stated herein may be cause for rejection of the proposal as non-responsive.

Changes in the phraseology of the proposal, additions, unauthorized substitutions, and limiting or conditional provisions may be cause for rejection of the proposal as non-responsive. A proposal may be rejected as non-responsive if the Offeror fails to comply with the Commission's Anti-Discrimination Program.

A proposal from a debarred or suspended Offeror will be rejected as non-responsive.

“Responsible” means the Offeror is capable to fully perform the requirements and has demonstrated integrity and reliability that assure good faith performance.

If the Offeror to whom an award is made should fail to deliver any insurance certificates 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 Work 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 proposals.

BID PROTESTS

Any actual or prospective offeror who is aggrieved in connection with the solicitation of proposals 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 an invitation for bids shall be submitted in writing prior to the opening of bids, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening. The protest shall be submitted in writing and received within 10 calendar 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 protester 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 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 10 calendar 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 II
GENERAL CONDITIONS

ETHICS IN PROCUREMENT

By submitting a proposal 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 a 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).

TAXES

The Commission is exempt from (a) State of Maryland Sales Tax, (b) District of Columbia Sales Tax, and (c) Federal Excise Tax. Prices, except for the construction of realty, shall not include Sales Tax or Federal Excise Tax.

PAYMENT

The Commission within 30 days after acceptance of the work and submission by the Consultant of a suitable invoice will make payment. If the vendor offered a prompt payment discount, such discount time shall be computed from the date of inspection and acceptance of the commodities or services or the date a correct invoice is received from the Consultant, whichever is later. If adjustments on deliveries cause a delay in payment, and the fault lies with the vendor, the discount privileges are preserved.

COMPLETION OF WORK

Upon award of the proposal, Offerors must be prepared to complete/deliver the work within the period provided in the proposal and, after Award, as amended and approved by the M-NCPPC Project Manager.

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 subconsultants on Commission projects. For agreements with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subconsultants and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain agreements, the Commission will require offerors to submit standardized forms with their bids that indicate how they have complied with the subcontracting non-discrimination requirements. The Special Conditions section of the bid documents specifies whether these forms must be submitted.

Not discriminate against MFDs in their performance of work as subconsultants on Commission agreements.

Submit forms verifying payment to subconsultants throughout the course of an agreement. 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 bidding on future agreements with the Commission.

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

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 Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background). 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 III
SPECIAL CONDITIONS

PART III: SPECIAL CONDITIONS

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

1. Draft Contract

Attached is a sample contract. The Contractor is asked to review the sample contract and submit with its proposal any objections to the contract. If no objections are submitted with the proposal, the successful Planning Contractor will be required to sign a final contract within seven (7) calendar days of notification award.

2. Commencement of Work

The Contractor will be expected to commence work within five (5) business days of the “Notice to Proceed” issued by the Commission, or at a time agreed upon by Commission and Contractor. The Commission’s Project Manager will contact the Contractor when services are needed and will provide the Contractor with a scope of work. The Contractor fees for the service will be based on the hourly rates.

3. MFD Subcontracting Participation

This RFP falls into the IT procurement category. An MFD sub-contracting level of participation of 10% has been established for this RFP for task orders over \$30,000, as applicable.

4. Subcontracting or Assignment

The proposal shall clearly indicate the proposed subcontractors to be utilized to perform the Scope of Services described herein. Once a contract has been awarded to the successful Offeror, no proposed subcontractor shall be changed without the written approval of the Commission’s Contract Manager. Any proposed substitution must be with persons and/or companys of equal or comparable experience and education.

5. Validity of Proposals

All proposals submitted in response to this RFP must be valid for a minimum of 120 calendar days from the proposal due date.

6. Insurance

The successful Offeror shall comply with and keep in force throughout the Project the insurance requirements reflected in Part VI, Form E, naming the Commission as an additional insured.

7. Official Records

The Contractor agrees that none of the Commission’s records will be removed from the Commission premises.

8. News Releases

All Contractor's, prior to award, and the successful Contractors after award, will not make any news releases concerning this contract without prior written permission of the contract administrator.

9. Debriefing of Unsuccessful Offerors

Upon written request made within fifteen (15) calendar days after contract award, the Purchasing Office will provide an unsuccessful Contractor with a discussion of the Commission's evaluation of its proposal, citing the deficiencies and weaknesses. Point by point comparisons with the proposals of others will not be made. Debriefings will not include discussions of information contained in other Contractor proposals.

10. Payment Schedule

The Contractor 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. The Commission will remit payment within thirty (30) days of acceptance and receipt of a properly prepared invoice, whichever is later.

11. Contractor Discussions

Companies selected by the evaluation board may be required to participate in in-person discussions and presentations of qualifications.

12. Contractor Project Visits/Office Visits

The Department reserves the right to visit and observe Contractor companies at: (i) Contractor principal place of business; and (ii) the offices where the Services will be performed. In addition, the Department reserves the right to visit one or more Contractor projects. Contractor companies may be evaluated further based on observations from visits referenced in this paragraph.

13. Funding Contingency

Please note that contract award and assignment of tasks are contingent upon the Department's receipt of enough funds.

14. Contract Term

This Contract will have a two (2) year base term with three (3) one-year option terms at the sole discretion of the Commission.

15. Expenses

M-NCPPC shall not be responsible for costs incurred by any company participating in the selection process.

PART IV
REQUIREMENTS, SCOPE AND SPECIFICATIONS

A. INTRODUCTION

The Maryland-National Capital Park and Planning Commission (M-NCPPC), or commonly referred to as “The Commission” is seeking to enhance the organization’s presence on the Internet by performing a complete web site re-design with hosting, edit, update and maintaining the site. The current web look and feel site design is approximately 10 years old. A general rule is for an organization to redesign its website every 3-4 years to ensure it keeps pace with changes on the internet and changes in the search engine algorithms. The Commission is 6 years beyond that guidance, and we are out of compliance with the Americans with Disabilities Act (ADA) requirements. The goal of this re-design effort is more than making the Commission’s web site technically current and legally compliant, but to also ensure that the site is meeting the changing needs of the Prince George’s and Montgomery County communities.

B. BACKGROUND

The Commission is a bi-county parks, recreation, and planning agency that serves both Prince George’s and Montgomery Counties by maintaining the parks and recreational facilities throughout the counties and managing programs that serve citizens of all ages. The planning departments within the organization are responsible for preserving, protecting, and managing the counties resources by overseeing master planning in the counties. Each county has a parks & recreation and planning department that are joined by a centralize management department called Central Administrative Services (CAS). CAS provides Human Resources, legal, finance, purchasing, and Inspector General support to the four county departments.

The Commission currently have approximately 3,500 career full-time staff and an additional 4,000 seasonal staff during the summer months. The Commission serves approximately 2 million citizens between the two counties and the websites are critical in our ability to communicate, interact, and brand our services to those citizens. The Commission’s presence on the Internet is accomplished by multiple websites, each representing a specific community facing organizational units of the organization. These websites serve to establish the Commission’s brand and serve as an information channel to the public.

C. CORE OBJECTIVE

This web redesign project aims to improve the website's appearance and increase traffic by offering a more intuitive user experience through creative, engaging, and easy-to-navigate ADA-compliant designs and content.

D. PROJECT APPROACH

The project will be managed by the vendor with oversight from the Commission’s assigned project manager. The contractor project manager and the Commission’s project manager will agree on a date and time for weekly check-in meetings to discuss all aspects of the project management effort needed to complete the tasks. The following are several potential development phases the vendor will execute for this effort.

1. Task-1: Hosting, Editing, Updating & Maintaining

The Contractor may be required to host, edit, update, and maintain the web sites in the Cloud. The selected Contractor may purchase, install, and support all hardware & software installation, maintenance, and hosting of the sites. Licensing costs for software and Cloud instance/storage will be included in the monthly hosting cost estimates.

Hosting details and annual services could be updated through time, however, on the Commission's current contract, the details are as follows:

Hosting Details (Figure 1)

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple Telecom/Network Providers • Fully Redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of cyber-attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> ○ Identify attack source ○ Identify type of attack ○ Monitor attack for threshold engagement

Current Annual Services (Figure 2)

Support	Maintenance of Application & Modules	Hosting
<ul style="list-style-type: none"> • 7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support • Dedicated Support Personnel • 4-hour Response during Normal Hours • Usability Improvements • Integration New & Upgraded Services • Proactive Support for Updates & Fixes • Online Training Manuals • Monthly Newsletters • Phone Consulting 	<ul style="list-style-type: none"> • Install Service Patches for OS Upgrades • Fixes • Improvements • Integration • Testing • Development • Usage License 	<ul style="list-style-type: none"> • Shared Web/SQL Server • DNS Consulting & Maintenance • Monitor Bandwidth-Router Traffic • Redundant ISP • Redundant Cooling • Natural Gas Powered Generator • Daily Tape Backup • Intrusion Detection & Prevention • Antivirus Protection • Upgrade Hardware

2. Task-2: Discovery

- a. Inventory and document the content and features of the existing websites/sub-sites.
- b. Identify the content areas and features needed in the new websites/sub-sites.
- c. Develop a final list of content areas, features, and functionality (both front-end and back-end/admin) to be implemented.
- d. Develop project schedule, costs, timeline based on findings of the previous tasks and obtain approval.

3. Task-3: Design & Implementation

- a. Work with identified Commission staff to develop draft and final versions of the new site themes.
- b. Work with the Commission IT staff to establish a sandbox/lower environment (either at Commission or Contractor hosted).
- c. Develop innovative designs per requirements and obtain approvals.
- d. Work with content area owners to obtain and populate needed content.
- e. Implement back-end user profiles and processes per requirements.
- f. Assist Commission staff to obtain needed Change Management approvals for go-live activities.

Task-3 Deliverables:

- Application Design document.
- Environment set up documentation
- Content workflow and publishing document.

4. Task-4: Deployment & Maintenance

- a. Perform go-live activities, conduct shakeout testing, and obtain needed approvals.
- b. Develop and implement a training program for site administrators, content authors, content approvers and other staff who will interact and maintain the websites.
- c. Be available for on-going technical support on an as-needed basis.

Task-4 Deliverables:

- Application Deployment and Migration document
- SOP document(s) and Training Manuals
- Technical Support and Maintenance document
- Website Design and Content Ownership - content transferred to M-NCPPC upon completion of project.

5. Potential Project Deliverables

At the start of the project, the project managers (both the Contractor's and the Commission's) shall discuss and mutually agree to a list of project artifacts to be produced during the project. In addition to that list of artifacts, the artifacts listed in this section are mandatory deliverables.

a. Project Kickoff

The Contractor shall, at the start of the project, conduct a kickoff meeting to present the project scope, schedule, resources, and deliverables.

b. Project Meetings and Minutes

The Contractor shall publish meeting minutes within 3 business days of the meeting.

The minutes shall include:

1. List of invitees, attendees
2. Summary of topics discussed, and decisions made
3. Action items and assignees

c. Weekly Status Meeting and Report

The M-NCPPC PM and the Contractor PM shall conduct weekly status meetings to provide and review project status reports. The report should include the following:

1. Project tasks performed and status
2. Updated status of project risks and issues, including new risks and issues
3. Hours expended for the reporting period

E. RESOURCES COMPETENCE LEVEL

The table below demonstrates the required level of expertise and ability needed to support the website re-design for M-NCPPC:

Table 1

Skillset	Expertise Level
HTML	Expert
JavaScript	Expert
CSS	Expert
WordPress	Expert
Database Management	Proficient
Information Architecture	Expert
Web/UI Design	Expert
Backend Systems Architecture	Proficient

- **Expert = 10 years of experience**
- **Proficient = 5 years of experience**

F. TASK ORDER CONTRACT

The Commission intends to award an indefinite delivery, indefinite quantity contract with the highest qualified consultant team for this RFP. After the contract is executed, Task Orders will be issued in accordance with the method of Task Order award described in Part IV, Clause G, Method of Task Order Award, of this RFP.

G. METHOD OF TASK ORDER AWARD

Task Orders issued under the contracts resulting from this RFP will be for projects varied in size and scope, but no individual Task Order will exceed \$500,000 in value.

The Commission will notify the Consultant under contract when work is required. The Consultant will be required to respond to all requirements of the Request for Task Order Proposals (Request) and must submit proposals in the format specified in the Request. The Commission may schedule a meeting with the Consultant and Commission representatives to discuss the work and provide additional project details and requirements.

The Request for Task Order Proposals will include some or all of the following:

- Task Order Proposal Request cover sheet
- Detailed project description
- Scope of Services, with project schedule
- Deliverable requirements
- Payment schedule based on completion milestones
- Proposal/cost forms (using approved contractual hourly rates)
- Cost and Price Analysis Form
- Nondiscrimination in Subcontracting Form
- Drawings and other documents pertinent to the project

Each Request for Task Order Proposals over \$30,000 will designate a recommended level of participation for MFD subcontracting based on the scope of work and the types of subcontracting

opportunities; this will generally be 10% of the Task Order total. A Nondiscrimination in Subcontracting Form will be provided with the Task Order Request (see sample in Part VI Forms). Consultants will be required to complete and submit this form with each proposal submitted in response to a Task Order Request. Failure to submit a completed form may be cause for rejection of that Task Order proposal.

Proposals submitted as a result of a Task Order Request may be received via e-mail or hard copy, as specified in the Request, but must be received on time or will not be accepted.

As part of the response to a Request for Task Order Proposals, Consultant will be required to submit a price proposal using the approved hourly rates (as established in the Contract) for all professional, technical and clerical employees to be utilized in the Task Order work. Rates shall be given for each employee used to perform the Task Order services. Consultant shall structure the personnel assignment based on the needs of the project described in the Request. These hourly rates must be fully-burdened. The total cost reflected in each Task Order proposal is the maximum the Consultant will be paid for the project. Should the actual number of hours worked be less than shown on the approved cost proposal, only those hours actually worked will be paid.

No substitution of principal personnel included in the proposal may occur without written approval of the Commission. Replacements for key personnel proposed under the Contract must have professional qualifications, education, and experience equivalent to those individuals listed in the proposal and must be approved by the Commission. The Consultant must submit a written request, including professional qualifications and experience of proposed replacements, at least ten (10) working days prior to intended date of replacement, for Commission review and approval or rejection.

Upon review of the proposal(s) received, the Commission may hold discussions with the Consultant(s) and request revised proposals based on the discussion. In such circumstances, the Consultant shall submit, in writing and within five (5) business days, a revised personnel and pricing structure for consideration. Failure to submit a revised proposal within the time specified shall result in consideration of the Consultant's original proposal only.

Some Task Order Requests may require that additional information be submitted with the proposal. Such additional items may include technical/design approach and methodology, specific relevant experience, and/or qualifications of the proposed project team. These added factors will be predetermined and included in the Task Order Request. For all Task Orders, the Commission reserves the right to evaluate and enter negotiations with one or more offerors if deemed to be in the best interest of the Commission. Upon agreement of fee, scope and time, the Commission will award the Task Order to the selected Consultant.

After review and acceptance of the proposal, the Commission will issue a purchase order referencing the Contract, Task Order and proposal. The Consultant shall not perform any work until a purchase order has been issued by the Commission.

Work for each project must commence on or after the date specified in the purchase order and/or Notice to Proceed issued by the Commission. The performance period will be identified in the Request for Task Order Proposals. All tasks should be completed, and products/deliverables submitted within the specified timeframe.

The Commission reserves the right not to issue Task Order Requests to a Consultant if the firm is not performing satisfactorily or meeting the schedule on other Commission work.

If the Consultant decline to offer a proposal, they must state, in writing, the reason for declining to offer a proposal in response to a Request.

In accordance with all terms of any contract awarded as a result of this RFP, the Commission reserves the right to decide when and if projects or Task Orders will be issued and makes no commitment to a specific number of Task Orders assigned nor the dollar value of work. The Commission may, at its sole discretion, determine whether to utilize any of the contracts executed under this RFP for projects. The Commission will issue Task Order Requests in its best interests.

As part of any Contract awarded to it, the Consultant must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the subject area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subconsultants.

H. ECONOMIC PRICE ADJUSTMENT

Price increases within the first contract period will not be considered. After the first contract period, should the option year(s) be exercised by the Commission the unit prices herein may be adjusted, that is increased or decreased in accordance with the most current Consumer Product Index for the Urban Washington Metropolitan Area (CPI-U), at the commencement of such option period(s).

I. USE OF AWARDED CONTRACTS BY THE COMMISSION

This RFP is prepared on behalf of the Prince George's County Parks and Recreation Department; however, the contract awarded as a result of this RFP may be used by other M-NCPPC divisions/units of both Montgomery and Prince George's Counties. Each of these entities may procure services from the selected consultant by issuing individual Task Orders under these same terms, conditions, and prices.

The Commission reserves the right to issue competitive solicitations for any project without the use of the contracts resulting from this RFP. The Commission does not guarantee any portion of work to awarded Consultants as part of this Solicitation.

J. APPENDIX

The Contractor shall be able to support the following websites and sub-domains of M-NCPPC.

<https://www.mncppc.org>

<https://www.pgparcs.com/185/Parks-Recreation>

<https://www.pgparcs.com/166/Planning-Department>

<https://www.pgparcs.com/812/Prince-Georges-County>

<https://www.mncppc.org>

<https://www.pgparcs.com>

<https://www.pgplanning.org>

<https://www.pgplanningboard.org>

<http://ers.mncppc.org>

<http://mncppcfcu.com/>

Sub-Domains:

arts.pgparcs.com

collegeparkaviationmuseum.com

history.pgparcs.com

outdoors.pgparcs.com

police.pgparcs.com

pgsportsandlearn.com

pgxtremeteens.com

showplacearena.com

pgsaarc.com

youthsports.pgparcs.com

Wellness.pgparcs.com

Pgparcsfoundation.com

Historicvenues.pgparcs.com

PART V

PROPOSAL SUBMISSION AND EVALUATION

PART V. PROPOSAL SUBMISSION AND EVALUATION

A. A. Proposal Submission

1. Only one (1) Proposal may be submitted by an Offeror.
2. Proposals shall consist of two (2) parts: Part 1: Technical Proposal and Part 2: Price Proposal. Technical and Price Proposals shall be submitted in separate sealed packages, each clearly labeled as to its contents.
3. Submit one (1) Technical Proposal in a single PDF file.
4. Submit one (1) Price Proposal in a separate package as specified above. No pricing information shall be included in the Technical Proposal.
5. Proposals submitted in any form other than as specified herein may be deemed non-responsive and may not be considered for award.
6. Proposals shall be concise, yet sufficiently comprehensive to set forth the Offeror's understanding of the required services. Proposals must be organized to the structure described herein.

B. TECHNICAL PROPOSAL

The Technical Proposal shall be organized and tabbed as follows. Offerors shall provide all information in relation to the requests below:

TAB A: Cover Letter

Offerors will provide a signed cover letter on their letterhead. The cover letter will clearly identify the categories for which the offeror and its subcontractors (if any) are requesting consideration. The cover letter should be a short, concise, and focused overview of the proposing firm and all subcontractors/subconsultants included on their team. **The cover letter shall not exceed 2 pages in length.**

TAB B: Company Profile

Provide the following information relative to your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontractor. The company profile information should be no more than one (1) page for the prime company and no more than one (1) page for each named subcontractor.

Firm name and business address, including telephone, facsimile number, e-mail address, and contact name.

- Year established (include former firm names and year established, if applicable).
- Type of ownership and parent company, if any. Subsidiary companies shall also be identified.
- Brief history of the firm and summary of specialty areas.
- Organizational structure for this project, including subconsultants.

TAB C: Qualifications and Experience of the Firm and Subcontractor

1. Firm Experience

Provide an outline of the firm's experience in performing services similar in nature, type and scope for each category the offeror wishes to be considered for. Provide a narrative description of the firm's familiarity with the RFP's scope of work. The firm should have at least five (5) years performing work generally similar to the aforementioned tasks. If any proposing firm was founded less than 5 years ago, the project coordinator should have at least 10 years of experience performing work generally similar.

2. Project Descriptions and References

Please provide a description of at least two to three (2 – 3) projects and should demonstrate each firm's ability to successfully perform work similar to this RFP. The description for each project should state which if any of the key personnel proposed worked on that project. A reference must be provided for each project presented. The reference must provide the current contact information for each named person including at a minimum: Name, Company, Title/Position, Phone Number, E-mail, and Project Supervised.

For each subcontractor provide descriptions of two to three (2 – 3) projects performed by that subcontractor that demonstrate their ability to successfully perform the type of work the offeror anticipates subcontracting to them. The descriptions of the subcontractor's projects should include the same information as the description of the offeror's sample projects, including references.

3. Conflict of Interest

Please briefly describe any other representations or relationships that might present an actual conflict of interest, or which might create the appearance of a conflict of interest.

TAB D: Qualifications and Experience of Offeror's Key Personnel

Offerors shall provide the following:

- a. Identify the proposed Project Coordinator who will represent the Offeror. Provide a resume for the Proposed Project Coordinator. Delineate the experiences of the Project Coordinator and how that experience relates to projects of the size, nature and type. If a firm submitting a proposal does not have five (5) years of experience, the project coordinator must have at least ten (10) years of experience relevant to this RFP.
- b. Identify the persons who will make up the contract team, including any subconsultants. Provide titles and an organizational chart. Include resumes for each additional proposed

person therein identified, emphasizing their experience in performing services of this nature, type and size.

TAB E: Project Understanding and Approach

- a. Describe your assumptions regarding how task orders would be staffed and managed (including subconsultants), with the distinction made between the staffing of public-facing interactions (such as public presentations or public-private negotiations) and the more work-product driven tasks described above.
- b. Describe your approach to project management, including quality control and ensuring timeliness of deliverables.
- c. Describe your ability to meet deadlines or be available to undertake new task orders during particularly busy periods, including any provisions for surge capacity.
- d. Describe the software and analysis tools your firm uses for typical projects within the categories applied for. Describe the skill set of the staff available to support future task orders. If your firm plans to engage subcontractors to support analysis using specialized software, please clearly note this and describe the skill and experience of that subcontractor.

TAB D: Forms

1. The Offeror shall provide all forms required by section VI below except for the Price Proposal Form which shall be included in the offerors sealed Price Proposal.

C. PRICE PROPOSAL

The Price Proposal shall be submitted in a separate package FORM A-Price Proposal Form found in the Attachments section, labeled as described in Section A.2 above. Information regarding cost and price shall **not** be included in the technical proposal. Offerors shall submit the following:

1. The proposal should list an all-inclusive hourly rate for each personnel assigned to the contract. All costs and associated expenses must be included in the hourly rates provided. Hourly rates are to remain firm-fixed for the initial term of the contract.
2. Please include the names and titles of all assigned personnel assigned (including subconsultants) and hourly rates.

THERE WILL BE NO REIMBURSEMENT OF ADDITIONAL EXPENSES - ALL PROPOSED COSTS (ITEMIZED COSTS AND TOTAL LUMP SUM FEE) MUST BE ALL-INCLUSIVE.

D. PROPOSAL EVALUATION

All Proposals will be evaluated in accordance with M-NCPPC Purchasing Manual §9-820, Competitive Sealed Proposals. Proposers must note that all criteria shown below will be considered by M-NCPPC in making an award. Price will not be the sole determining criterion.

1. **Technical Proposals received will be evaluated by the Evaluation Committee based on the Offeror's qualifications as described in the Part V, Paragraph B, and the evaluation criteria shown below.**
2. Once the Evaluation Committee has completed its review, **the results of the Technical Proposals and the Price Proposals will be combined for a final evaluation score.**
3. The Commission reserves the right to award this Agreement on the basis of Proposals received, with or without further discussion or negotiation.
4. Offerors may be asked to submit Best and Final Offers (BAFO) after the price proposals have been opened.
5. The Commission reserves the right to conduct interviews/presentations with proposers, and/or to request discussion or clarification of portions of the proposals. Oral presentations, if requested, will be presented to the evaluation committee. Special audio or visual presentation materials, such as a PowerPoint presentation, may be required. The consultants should be prepared to answer questions regarding all aspects of their proposals. Key project team members should be present at the oral presentation and be able to respond to questions from the evaluation panel. However, consultants are advised that an award may be made without discussion. Therefore, the initial proposal shall provide the evaluation panel with sufficient information to recommend award without discussion.
6. All Proposers will be notified by the Commission of the final awardee(s).
7. Any qualifying conditions based on proposed modifications to the General Conditions received with a proposal may result in the proposal being deemed non-responsive/non-responsible.

The following criteria shall be used in analyzing and evaluating the proposals.

Proposal Element	Points
1. Overall ability to provide the services based upon the responses to the RFP	25
2. Technical qualifications and experience of key members of the engagement team and the firm	15
3. Experience with similarly sized public sector agencies in providing the types of services outlined in this RFP	25
4. Capability of handling all aspects of the engagement as defined as well as providing support and technical assistance	10
5. Fees and charges related to the level of work proposed	25
<i>TOTAL POSSIBLE POINTS</i>	100

PART VI

FORMS

PART VI. FORMS

ALL OFFERORS MUST SUBMIT THE FOLLOWING REQUIRED FORMS:

1. **PROPOSAL PRICING FORM-FORM A-** Offerors shall include the Proposal Pricing Form as part of their Price Proposal. Offerors shall also provide a complete cost breakdown of all tasks.
2. **PROPOSAL DECLARATION FORM – FORM B.** The Proposal Declaration Form shall be completed in its entirety and signed by an authorized person.
3. **NONDISCRIMINATION IN SUBCONTRACTING – FORM C.** This form gives directions for documenting compliance with the nondiscrimination policy. A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order to be deemed responsive to this RFP.
4. **SUBCONSULTANT UTILIZATION REPORT – FORM D.** This report documents Subconsultants to be utilized for this RFP, and includes the subconsultant’s name, total sub-contract amount, and MFD status. **This form only needs to be submitted after an award of a Task Order, it is not required as part of the proposals to this RFP.**
5. **INSURANCE CHECKLIST – FORM E.** The Insurance Checklist must be signed by the authorized person in the firm and the insurance agent representative. ***Failure to complete may result in your firm being deemed non-responsive.*** The Offeror shall be required, prior to the execution of the Agreement, to furnish a Certificate of Insurance (COI) with satisfactory proof of all insurance required by the Insurance Checklist.
6. **STATEMENT OF EVIDENCE OF RESPONSIBILITY – FORM F.** The Offeror shall be required to complete and sign this form, attach all required supporting documentation, and include with proposal.
7. **SAMPLE CONTRACT**

FORM B-PROPOSAL DECLARATION

RFP # P42-153

Made this _____ day of _____ 2022

By [Name of Company]

a [STATE] [corporation, limited liability company, etc.]

Business Address

The Offeror declares that the only person, firm or corporation that has or have any interest taken, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the documents herein have been carefully examined and are understood; that as careful examination has been made as is necessary to become informed as to the character and extent of work that may be required; and that if any Proposal or Bid is accepted, the Offeror will contract to do the required work in the manner set forth in the Contract documents.

If this proposal shall be accepted and the undersigned shall refuse or neglect, within ten (10) days after receiving the Contract for execution, to execute the same then the Offeror shall be deemed to have abandoned the Contract, and thereupon this proposal and the acceptance hereof shall be null and void and any deposit accompanying the proposal shall be forfeited.

Signature

Name & Title

Check one: Individual Partner Officer

(NOTE: The Offeror or Offerors must sign here, and the address of each must be given. In case of firms, the firm's name must be signed and subscribed to be at least one member. In case of corporations, corporate name must be signed by some authorized officer or agent thereof who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm, or the names, addresses and titles of every officer of a corporation, as is the case, must be given here by the member of the corporation who signs the proposal.) Attach additional pages if necessary.

Primary Point of Contact (PPOC)

Name of PPOC

Email Address

Telephone number

Fax Number

FORM C: NONDISCRIMINATION IN SUBCONTRACTING
RFP No. P42-153

Business Name: _____

The Maryland-National Capital Park and Planning Commission

Nondiscrimination in Subcontracting Form

It is the policy of the Commission that any bidder/offeror seeking to contract with the Commission shall not discriminate against MFDs in the selection of Subconsultants/suppliers on Commission projects. Specifically, bidder/offerors are required to provide MFDs the opportunity to submit bids/offers as Subconsultant/suppliers and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. **INDICATE COMPLIANCE WITH THIS POLICY BY CHECKING ONE OF THE FOLLOWING TWO STATEMENTS.**

___ **Statement 1.** The bidder/offeror will not contract with any Subconsultants or materials suppliers to perform any portion of this contract and has not normally contracted with Subconsultants or materials suppliers as a part of similar contracts in the past two years. Within five (5) days of notice, the bidder/offeror will show evidence as requested that it has not normally subcontracted portions of similar contracts within the past two years.

___ **Statement 2.** The bidder/offeror has made efforts to provide MFD firms the opportunity to submit bids for subcontracting and/or materials supply components of this contract, and will document same using one of the two (2) options:

___ **Option A** Within five (5) days of notice, the bidder/offeror will show evidence of the efforts described by providing the Commission copies of documents such as letters or faxes to MFDs; advertisements for bids; telephone logs or other notes concerning contacts with MFDs; evidence of participation in pre-bid conferences where interest in MFD bids was communicated; bids received from MFDs and notes concerning evaluation of those bids. (The above-mentioned documents are only examples of possible documentation and are not exhaustive.) **OR**

___ **Option B** Within five (5) days of notice, the bidder/offeror will show evidence of efforts by producing letters of intent from MFD subconsultants and/or materials suppliers to perform at least **ten percent (10%)** to the total dollar value of the contract. Letters of intent from MFD subconsultants and suppliers will be accompanied by a completed Vendor Information Form for any MFD subconsultant or supplier who does not have current Forms on file with the Commission.

Consultants are encouraged to contact the Commission's Purchasing Office (301/454-1600) with any questions concerning compliance with the nondiscrimination in subcontracting requirements. Either office can also provide a listing of firms, including MFD firms that have submitted Vendor Information Forms to the Commission.

I hereby declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Date: _____

By _____

Authorized Signature

Printed Name/Title

NOTE: FAILURE TO FULLY COMPLETE AND RETURN THIS FORM MAY DEEM THE PROPOSAL NON-RESPONSIVE, RESULTING IN THE PROPOSAL BEING REJECTED.

FORM E: INSURANCE CHECKLIST

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

INSURANCE CHECKLIST	
COVERAGE REQUIRED	LIMITS (Minimums)
1. Worker's Compensation <ul style="list-style-type: none"> • Accident (Each) • Disease (policy limits) • Disease (each employee) 	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
2. General Liability <ul style="list-style-type: none"> • Products Liability & Completed Operations • Contractual Liability • Premises & Operations • XCU for explosion and/or cave in • Independent Consultants • Personal Injury and Advertising • Medical Payment any one person 	All items in No. 2: \$2,000,000 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 <ul style="list-style-type: none"> • Bodily Injury <ul style="list-style-type: none"> ○ Each person ○ Each occurrence • Property Damage <ul style="list-style-type: none"> ○ 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 <ul style="list-style-type: none"> • Renovation over \$50,000 • 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. 45 days Cancellation Notice Required	
9. Best's Guide A rating or better/S&P Rating of BBB	
10. The Certificate Must State Proposal Number and Proposal Title	RFP No. P42-153

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the insurance requirements of these specifications and will comply in full if awarded this contract.

Offeror Signature

Insurance Agency Signature

FORM F: STATEMENT OF EVIDENCE OF RESPONSIBILITY
RFP # P42-153

1. Name of Proposer _____

2. Business Address _____

3. Where Incorporated _____ Date: _____

4. Give the numbers of years' experience under the present firm name _____

5. Give details if firm ever declared bankruptcy _____

6. Give details if firm has unsatisfied liens and/or judgments _____

7. Attach **a copy of latest Financial Statements** (Balance Sheet and Income Statement). Provide audited financial statements, if available. If not available, provide unaudited or staff prepared financial statements. If neither is available, provide copy of latest Federal tax return.

8. **Attach at least one reference for each of the Proposer's two most recent projects.** Include the name of the firm, address, contact person, telephone number, email, and description and location of the project.

9. Other Comments _____

The above statements are true and the information submitted is accurate. The person signing below is authorized to sign for the Proposer.

Signature: _____ Date _____

Name & Title (type or print) _____

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Contract") is made this _____ day of _____ 2022 by and between **The Maryland-National Capital Park and Planning Commission**, a public body corporate and agency of the State of Maryland, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, hereinafter called the "Commission", and [name and address of consultant] herein after called "Contractor",

WHEREAS, The Commission issued a Request for Proposals No. 42-153, dated May 20, 2022 (the "Solicitation"), requesting sealed proposals for Solutions Architect (the "Project"); and

WHEREAS, the Contractor submitted a Proposal on XXXXX, offering to perform the work set forth in the Solicitation (the "Proposal"); and

WHEREAS, the Commission has determined that the Contractor's proposal is the highest ranked responsive and responsible offeror and provides the best value for the Commission; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration it is hereby agreed as follows:

1. **Recitals.** The capitalized terms defined in the preamble and recitals above are incorporated into this Contract by reference.
2. **Scope of Services.** The Contractor shall perform the services described in the Solicitation and the Proposal. The documents incorporated into this Contract are the: (1) Solicitation; and (2) the Proposal and all other forms and documents submitted by the Contractor in response to the RFP.
3. **Precedence of Project Documents.** In case of any conflict, the Project documents shall have precedence in the following order: (1) this Contract and all amendments and change orders issued subsequent thereto; (2) the Commission's Purchasing Manual; (3) the Solicitation; and (4) the Proposal and all other forms and documents submitted by the Contractor in response to the RFP.
4. **Compensation.** The Commission shall pay the Contractor an amount based on the Pricing Schedule in the award. Once Contractor completes the services, the Commission will pay the invoices based upon the issued Task Order (Purchase Order). The Contractor acknowledges and agrees that any jobs estimated to be above Five Hundred Thousand Dollars (\$500,000.00) will not normally be performed under this Contract and, instead may be subject to the Commission's competitive bidding procedures. Furthermore, the Commission shall have the responsibility to monitor fees charged in relation to the not to exceed amount. The Commission will either terminate the Task Order or increase the not-to-exceed amount prior to attainment of the not-to-exceed dollar amount limitation. The Commission shall be responsible for all charges for services in the event the Commission fails to notify Contractor of termination of the Task Order or an increase of the not-to-exceed amount via new Task Order.

5. **Term.** The term of the Contract shall commence on XXXX and expire on XXXX. The Commission reserves the right, in its sole discretion to renew this Contract. The Commission's right to renew survives expiration of this Contract.

6. **Non-discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, age, color, national origin or disability. If the Contractor is determined to be in violation of Federal, State, or County nondiscrimination laws by an order, opinion or a decision of a Maryland court or an administrative body or agency, this Contract may be terminated or suspended in whole or in part by the Commission, and the Contractor may be declared ineligible for any future contracts with the Commission.

7. **Indemnification.**

a. The Contractor shall indemnify, defend, and hold harmless the Commission, its Commissioners, officers, employees, agents and representatives (collectively, the "Indemnitees"), from and against any losses, claims, liabilities, injuries, damages, and expenses whatsoever, including attorneys' fees, that the Indemnitees face or incur by reason of (a) the breach of this Contract 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) arising out of, or occurring in connection with (i) the Contractor's acts, omissions or negligent or wrongful acts; or (ii) the performance or lack of performance by the Contractor of its duties and obligations under this Contract.

b. The Contractor's foregoing indemnification obligations shall not be reduced as a result of any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

8. **Insurance.** The Contractor will furnish a Certificate of Insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Office prior to the Commission executing the Contract. The Certificate shall name the Commission as an additional insured and require thirty (30) days advance notice in the event of modification or termination. To the fullest extent permitted by law, the Contractor shall waive any right to subrogate against the Commission for any injury, loss or damage arising from this Contract.

9. **Termination.** The Commission may terminate this Contract: (a) for convenience, (b) for default, or (c) for lack of appropriation.

(a) For Convenience. This Contract 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 Contract, 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 Contract 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 Contract, the Commission may immediately terminate this Contract 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 Contract, services performed in conflict with the terms and conditions of this Contract 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 Contract and the Commission may terminate this Contract 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 Contract succeeding the first fiscal period, this Contract 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 Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the Commission from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The Commission shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

10. Compliance. The Contractor agrees that it shall comply with the Commission Purchasing Manual, Practices, Rules and all other Commission regulations and with all applicable laws pertaining to the payment and withholding of wages, worker's compensation, equal opportunity employment, and the subject matter and performance of this Contract. Further, the Contractor hereby represents and warrants that:

a. 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.

b. 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 Contract.

c. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;

d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

e. It has the necessary special expertise and experience to provide the services under this Contract;

f. All information and documents provided to the Commission is true and accurate.

11. **Disputes.** This Contract 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 Purchasing Division. If there is a dispute concerning this Contract, Contractor shall comply with Chapter 14 of the Commission's Purchasing Manual, which is the procedure for resolving contract disputes and claims between the parties. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Purchasing Manual.

12. **Cross Default.** Upon the occurrence of a material breach of Contractor's obligations, due performance, representations, warranties, or other Contracts under this Contract, the Commission shall be entitled to exercise, in its sole and absolute discretion, any and all rights and remedies available under this Contract and any other contract the Contractor has with the Commission, including, but not limited to the right to terminate this Contract and/or any other contract 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.

13. **Independent Contractor.** Contractor is an independent Contractor and is not an agent or employee of the Commission.

14. **IT Provisions.**

a. General IT Provisions

i. Contractor represents and warrants that its software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features.

ii. Contractor represents and warrants that all Data shall not be stored, hosted, or archived outside of the continental United States of America. "Data" means all content or information provided or entered by the Commission, or others who are authorized to act on behalf of or through the Commission, into the program that is hosted by Contractor pursuant to this Agreement. In the event of loss of any Data, where such loss is due to the intentional act or omission or negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for recreating such lost Data in the manner and on the schedule set by the Commission. Contractor shall ensure that all Data is backed up and recoverable by Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by Contractor under the Agreement (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which Contractor is working hereunder.

iii. Contractor shall perform all services with that standard of care, skill, and diligence normally provided by, or required of, a contractor in the performance of services similar to the services provided hereunder.

iv. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all data, software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the Commission to Contractor.

v. Contractor agrees to not disclose any data for any purpose, except to comply with applicable law or legal process requirements and in such case Contractor will give the Commission written notice of any such requests within twenty-four (24) hours of receipt and will provide the Commission an opportunity, as well as assist to the extent reasonable, to challenge such requests.

15. **Confidentiality.** The parties mutually agree to hold in confidence, whether written in text, data or electronic form, or verbally exchanged, all technical data and know how, financial and customer information, reports, drawings, specifications, proposals, computer systems, formulae, processes, software (source or object code), flow charts, studies, techniques, compilations, prototypes, methods of doing business, trade secrets, drafts of any of the foregoing, and any other documents marked as confidential by the disclosing party which are proprietary to one party and disclosed to the other (the "Confidential Information"). Each party shall protect the disclosed Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as it uses to protect its own Confidential Information of a like nature. Neither party will reproduce in any form or provide, disclose, or give access to such Confidential Information to any third party or to any of its employees or affiliates not having a need to know the Confidential Information, nor use the Confidential Information for any purpose other to provide the services contemplated under this Agreement, subject to compliance with laws and regulations, including the Maryland Public Information Act. In addition, either party may designate as confidential any information it discloses to the other party whether or not the disclosing party is the owner of the Confidential Information.

16. **Assignment Prohibition.** Contractor shall be prohibited from assigning or transferring any rights under this Contract without prior written consent of the Commission.

17. **Entire Contract.** This document contains the entire Contract between the parties and shall not be modified except by written Contract signed by the parties and attached hereto.

18. **Severability.** If any provision of this Contract is determined to be invalid or illegal by a court of law, it shall be severed from this Contract and shall not affect the remainder of any other provision contained herein.

19. **Applicable Law.** This Contract shall be interpreted in accordance with the laws of the State of Maryland and enforced in any court of competent jurisdiction in Prince George's County, Maryland.

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

21. **Survival of Representations, Warranties, and Guarantee.** All warranties and guarantees on services shall survive the completion of performance, expiration or termination of the Contract and shall continue through the warranty or guarantee period. In addition, all of the representations, warranties, covenants, promises, and agreements of the parties contained in this Contract, or any document delivered or to be delivered pursuant to this Contract, shall survive execution, acknowledgment, sealing, and delivery of this Contract, completion of the Project, and the consummation of any other services contemplated under this Contract.

22. **Jury Waiver.** Each party waives right to a jury in any litigation in connection with this Contract, or the property, or the transactions contemplated by this Contract. Each party acknowledges that this waiver has been freely given after consultation by it with competent counsel.

23. **Right of Ownership.** All material and work items produced by the Contractor and any sub-Contractors will be the sole property of the Commission. Under no circumstances will the selected Contractor use or disseminate this information, in any form, to outside parties.

24. **Coordinator.** This Contract shall be coordinated and directed on behalf of the Commission by [insert name], or designee and on behalf of the Contractor by [insert name] or designee.

25. **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 Contract on behalf of such organization.

26. **No Partnership or Joint Venture.** Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the Commission and the Contractor. None of the officers, agents or employees of any party shall be deemed to be employees of any other party for any purpose whatsoever.

27. **Intellectual Property.** The Commission and the Contractor expressly reserve all the respective intellectual property rights and interests they may have (including as to the Commission, without limitation, the Commission's various trade names and all rights of publicity, copyright and trademark pertaining to the Commission and/or its facilities) and that the Contractor shall not use the Commission's intellectual property except with the Commission's prior written consent. Without limiting the generality of the foregoing, it is understood that the Contractor shall not publish or circulate flyers or any other promotional material or medium pertaining to the Commission without obtaining the Commission's prior written consent as to each such flyer, printed material or other medium.

28. **Substitution of Personnel.** The Proposal shall clearly indicate the proposed subcontractors to be utilized to perform the Scope of Services described herein. Once a Contract has been awarded to the successful Offeror, no proposed subcontractor shall be substituted or changed, without written approval of the Commission. Any

proposed substitution must be with persons and/or firms of equal or comparable experience and education.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, The Contractor and the Commission have executed this Contract on the date last written below.

[LEGAL NAME OF CONTRACTOR]

Date: _____

BY _____

TYPED NAME: _____

TITLE: _____

ATTEST:

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

Date: _____
Gavin Cohen
Secretary-Treasurer

By: _____
Asuntha Chiang-Smith
Executive Director