



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

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

**REQUEST FOR PROPOSAL  
RFP NUMBER: P39-149/LRT**

**PROFESSIONAL CONSULTING SERVICES  
YOUTH SPORTS STRATEGIC PLAN**

The Maryland-National Capital Park and Planning Commission (M-NCPPC) is seeking professional services from an experienced consulting firm qualified to prepare a needs assessment and comprehensive youth sports strategic plan.

**WRITTEN PROPOSALS ARE TO BE RECEIVED BY:**

October 28, 2019 on or before 10:00 AM

**NOTE:** A **Pre-Proposal** information meeting has been scheduled for **10 a.m., October 04, 2019** at 8001 Sheriff Road – ( Conference Room). Representatives of the Commission will be present to provide responses to questions regarding this procurement. Although not mandatory, it is **strongly recommended** that all parties who intend to submit a proposal carefully review this Request for Proposal and attend the Pre-Proposal Conference.

**Solicitation Release Date:** September 19, 2019

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

<b>RFP Number:</b>	<b>P39-149/LRT</b>
<b>Proposal Name:</b>	Professional Consulting Services: Youth Sports Strategic Plan
<b>Pre-Proposal Meeting:</b>	A Pre-Proposal information meeting has been scheduled for <b>10 a.m., October 04, 2019 at Prince George’s County Sports and Learning Complex – 8001 Sheriff Road, Landover, MD 20735</b>
<b>Deadline for Technical Questions:</b>	<b>October 11, 2019 NO LATER THAN 10:00 A.M.</b> Questions must be submitted by e-mail to: <a href="mailto:lawrence.taylor@mncppc.org">lawrence.taylor@mncppc.org</a>
<b>Deadline for Proposals:</b>	<b>OCTOBER 28, 2019 ON OR BEFORE 10:00 AM</b>
<b>Submit Proposals to:</b>	<p><b>Maryland National Capital Park and Planning Commission</b>  <b>Department of Finance, Central Purchasing</b>  <b>6611 Kenilworth Avenue, Suite 300</b>  <b>Riverdale, MD 20737</b>  <b>Attn: Lawrence Taylor</b></p> <p>Proposals delivered to any location other than the office listed above will not be considered. Oral, telephonic, telegraphic and facsimile Proposals will not be accepted. If a proposal is sent by mail or courier service, the Offeror assumes full responsibility for its timely delivery to the designated location. Proposals received after the date and time specified for receipt of Proposals will be rejected and returned unopened. Offerors are to conform to the procurement conditions herein.</p>

<b>Proposal Submittal Instructions:</b>	<p>The Proposal Package must include all completed forms in <b><u>PART III:</u></b></p> <ul style="list-style-type: none"> <li>• One (1) original, bound</li> <li>• Five (5) copies, bound</li> <li>• USB Drive with a single PDF file of the complete proposal submittal.</li> </ul> <p><b><u>The Proposal should indicate the Request for Proposal Number on the outside of the package.</u></b></p> <p>The sealed Proposal Package must be received at the address shown above by Deadline for Proposals shown above.</p> <p>Delivery of Proposals may only be made during Commission business hours, 8:30 AM to 5:00 PM, Monday through Friday.</p> <p>THE COMMISSION IS NOW REQUIRING ALL VENDORS TO REGISTER ON THE COMMISSION'S ONLINE VENDOR REGISTRATION (EZ PROCUREMENT) SITE AT <a href="http://mncppc.org/register.html">HTTP://MNCPPC.ORG/REGISTER.HTML</a>.</p>
<b>Inquiries:</b>	<p>All inquiries regarding this proposal are to be made only to:</p> <p style="text-align: center;"><b>Lawrence Taylor, Principal Procurement Specialist</b>  Department of Finance, Central Purchasing  6611 Kenilworth Avenue, Suite 300  Riverdale, MD 20737  Email: <a href="mailto:lawrence.taylor@mncppc.org">lawrence.taylor@mncppc.org</a>  Office: (301) 454-1600 Fax (301) 454-1606</p> <p>MARYLAND RELAY SERVICE: 1 (800) 735-2258 [for the hearing impaired]</p>

The RFP has significant subcontracting opportunities and, therefore each Offeror must demonstrate compliance with the Commission's Non-Discrimination in Subcontracting Program. A MFD subcontracting level of participation of ten percent (10%) has been established for this RFP. A Nondiscrimination in Subcontracting Bid Form must be completed and signed by an authorized person in order to be deemed responsive.

**Note:** If you are currently a certified MFD you are still required to fulfill the MFD subcontracting level of participation of ten percent (10%).

Request for Proposal No.: **P39-149/LRT**

All questions regarding this proposal are to be made to Lawrence Taylor, Principal Procurement Specialist, at [lawrence.taylor@mncppc.org](mailto:lawrence.taylor@mncppc.org)

*Lawrence Taylor*

---

Lawrence Taylor, Principal Procurement Specialist

## TABLE OF CONTENTS

### **Part I. GENERAL INFORMATION AND GENERAL CONDITIONS**

PRESUBMISSION INFORMATION

EXAMINATION OF PROPOSAL DOCUMENTS

PREPARATION AND SUBMISSION OF PROPOSALS

AWARD OF CONTRACT

GENERAL CONDITIONS

### **Part II. REQUIREMENTS**

2.1: INTRODUCTION

2.2: SCOPE OF WORK AND PROJECT DELIVERABLES

2.3: PROPOSAL FORMAT AND SUBMISSION CONTENTS

2.4: EVALUATION CRITERIA

2.5: PRICING SCHEDULE

2.6: SPECIAL CONDITIONS

### **Part III. FORMS**

**PART I**  
**GENERAL INFORMATION AND GENERAL CONDITIONS**

## **PART I: GENERAL INFORMATION**

### **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 Contract 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, Central Purchasing  
6611 Kenilworth Avenue, Suite 300  
Riverdale, MD 20737  
Email: Lawrence.Taylor@mncppc.org  
Office: (301) 454-1600 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.mncppc.org](http://www.mncppc.org) and [www.emarylandmarketplace.com](http://www.emarylandmarketplace.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.mncppc.org](http://www.mncppc.org) and [www.emarylandmarketplace.com](http://www.emarylandmarketplace.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 an original and five (5) copies, plus one (1) USB drive, of the proposal as indicated in the RFP. The proposal must be:

- a. Initialed by the Offeror where there are erasures or other changes in the proposal.
- b. Signed in ink 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 \_\_\_\_\_".
- c. Submitted in accordance with the format as specified in Section 5. 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.
- d. Fully completed by the Offeror, including all information requested and any attachments that may be required.
- e. 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 execute a contract or 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. In the event that the Commission offices are closed due to weather or other contingencies, the proposals will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

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 Section 4, "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 submits a proposal or request for withdrawal is 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.
- In the event that the Commission offices are closed due to weather or other contingencies, the bids will be accepted until 10:00 A.M. on the first full Commission business day following the last designated closing date.

### 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 subContractor'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 OF CONTRACT

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-responsible.

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

If the Offeror to whom an award is made should fail to execute the Contract or 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 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 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 Contractor of a suitable invoice will make payment

### **COMPLETION OF WORK**

Upon award of the proposal, Offerors must be prepared to complete/deliver the work within the period provided 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 projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subContractors and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain contracts, 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 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 bidding 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 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 II**  
**REQUIREMENTS**

## **PART II: REQUIREMENTS**

### **2.1 INTRODUCTION**

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

The Maryland-National Capital Park and Planning Commission (M-NCPPC) is a bi-county agency empowered by the State of Maryland in 1972 to acquire, develop, maintain and administer a regional system of parks within Montgomery and Prince George's Counties, and to provide land use planning for the physical development of Prince George's and Montgomery counties. In addition, the agency gained responsibility for the public recreation program in Prince George's County in 1970. The governing body of M-NCPPC consists of 10 members, 5 appointed by Montgomery County and 5 by Prince George's County.

The Commission coordinates and acts on matters of interest to both counties and meets at least once a month. The members of the Commission from each County serve as a separate Planning Boards to facilitate, review and administrator matters affecting their respective counties. M-NCPPC administers the park system of more than 50,000 acres. It is comprised of stream valley parks, large regional parks, neighborhood park schools and recreation areas. Its staff of career employees includes park and recreation professionals, park police, and administrative staff.

#### **ABOUT THE DEPARTMENT OF PARKS AND RECREATION**

The M-NCPPC, Prince George's County, Department of Parks and Recreation is the only six-time national Gold Medal winner for excellence in parks and recreation management in the Nation.

The mission of the Department of Parks and Recreation in partnership with our citizens is to provide comprehensive park and recreation programs, facilities, and services, which respond to changing needs within our communities. We strive to preserve, enhance, and protect our open spaces to enrich the quality of life for present and future generations in a safe and secure environment.

Youth sports programming is central to the Department's mission, and programs are widely offered through multiple divisions in the Department. Additionally, DPR works with Boys and Girls Clubs, the Board of Education/Prince George's County Public Schools System, and other independent sports organizations to implement the current program.

The existing system for delivering youth sports is currently based on partnerships with volunteer organizations and DPR. Several opportunities exist to improve the system and partnerships:

- Enhance coordination among the providers
- Make better use of technology to improve efficiency
- Optimize use of public facilities and fields
- Expand the number and diversity of offerings
- Leverage partnership opportunities with private providers

- Place an overall greater emphasis on seeing and designing a system through the eyes of the end-users—coaches, parents, and youth

While different youth sports providers bring varied strengths and resources to help design an enhanced youth sports program in the County, DPR brings the most resources, expertise, and legal mandate to spearhead this effort.

### **Youth Sports Goals:**

- Substantially increase funding from a variety of sources to existing community youth sports organizations.
- Centralize and streamline scheduling of all Prince George’s County publicly owned fields, facilities and gyms.
- Create and maintain a central database and website of all sports organizations, leagues, boys & girls clubs, & teams in the county so parents can easily find opportunities for their children.
- Create close partnerships between our county’s youth sports organizations, colleges and universities.
- Diversify sports offerings across the county to include all collegiate scholarship sports opportunities that are currently not widely available—lacrosse, volleyball, field hockey, swimming, etc.
- Dedicate fundraising personnel to assist youth athletic organizations with foundation grant applications and other fundraising.
- Seek public private partnerships to build more high quality indoor and outdoor sports facilities in Prince George’s County.

The Department of Parks and Recreation (DPR) vision for youth sports is to deliver to County residents a seamless, easy access, one-stop experience for youth sports including program registration, athletic permitting, access to information on public and private programs, camps and clinics, and with access to public facilities for youth sports teams.

## **2.2 PROJECT SCOPE AND PROJECT DELIVERABLES**

The 2019 General Services Assembly Session House Bill 678 [Attachment A] was created to enable the Commission to offer a comprehensive youth sports program and to create a new youth sports division as part of the County’s recreation program; requiring a new youth sports division to coordinate certain activities and to incorporate youth sports opportunities into the recreation program.

The Maryland-National Capital Park and Planning Commission (M-NCPPC) is seeking professional consulting services from an experienced firm qualified to prepare a needs assessment and comprehensive youth sports strategic plan. The Plan should create a guide with proposed standards, based on industry best practices and consistent with the identified needs and opportunities in the Commission, for ensuring an appropriate and equitable balance of programs, services, facilities, and amenities. The Plan should also include measurable strategies to achieve the recommendations, goals, policies, and guidelines that will result in the appropriate balance of programs and facilities.



The objective of this study is to evaluate and provide recommendations for youth sports programs, services, fields/facilities, permitting policies and procedures, fees and charges, community and private partnerships, as well as trends and best practices for implementation of the County's Youth Sports Program in order to provide a one-stop-shop for youth sports in Prince George's County.

The scope of the project will include:

- Review of current organizational structure, staffing, programs, and services;
- Review inventory and determine capacity of existing facilities;
- Review of permitting policies and procedures for Department of Parks and Recreation (DPR) and Board of Education (BOE)/Prince George's County Public Schools (PGCPS) athletic facilities;
- Facilitation and documentation of the stakeholder engagement process;
- Comparative analysis (local & national) and needs assessment
- Identification of best practices and industry trends
- Strategic marketing & outreach
- Planning and infrastructure development for future growth.
- Policies and operating procedures to facilitate collaboration between DPR, BOE/PGCPS, Prince George's County, and other key stakeholders in establishing a one-stop-shop.

The Contractor will work closely Commission staff in preparing the needs assessment and action plan. The Contractor will create a full report and executive summary for public distribution. This process includes developing a comprehensive inventory, an analysis of forecasted needs and opportunities, recommendations, implementation strategies, and project schedule for the strategic plan development and completion.

The assessment and multi-year strategic plan will consist of:

PROGRAM DELIVERABLE #1: Task A: User Engagement  
Task B: Athletic Permitting  
Task C: Marketing & Outreach

PROGRAM DELIVERABLE #2: Task D: Programs & Services  
Task E: Partnerships & Resource Development

PROGRAM DELIVERABLE #3: Task F: Infrastructure & Planning  
Task G: Contractor Analyzes Collected Data, Staff Input and Recommendations, and Develops a Draft Vision for Strategic Plan

## **CONTRACTOR PROPOSAL REQUIREMENTS:**

Contract proposal shall address project delivery methodology, project management schedule including proposed completion timeframes for program deliverables, and associated responsibilities/tasks.

Within a 12-18-month period, the Contractor shall provide a comprehensive assessment of youth sports opportunities in the County, and develop and deliver a multi-year strategic plan that shall address at a minimum the requirements included within this RFP.

Contractor will be required to provide DPR with bi-weekly status updates detailing progress towards the completion of major deliverables and next steps. This information will be submitted in writing to the designated DPR project manager.

The assessment and multi-year strategic plan provided by the Contractor shall address at a minimum: The review and incorporation (as appropriate) of recommended youth sports work program, goals, and implementation steps previously developed by M-NCPPC's Department of Parks and Recreation into a multi-year strategic plan:

## **OVERALL RESPONSIBILITIES**

### **A. Commission Responsibilities**

1. Reach agreement with the Contractor on the required work, budget, expectations, project schedule, and progress reporting methods, and completion dates.
2. Define key internal and external staff involved in the project and invite each to participate in the Kick-off meeting and subsequent interviews.
3. Identify focus group members, from various DPR divisions as well as park users, and coordinate interaction between the Contractor and the focus group.
4. Provide GIS mapping, field and gym inventories, and usage data to Contractor for review and evaluation; recommend other agencies, individuals who may be helpful.
5. Coordinate with BOE/PGCPS to provide GIS mapping, field/facility inventories and usage data.

### **B. Contractor Responsibilities**

1. Communicate a clear understanding of the project, desired outcomes and timelines for completion.
2. Work with the Department's Project Administrator to develop a meeting agenda for the Kick-Off session, detailed project schedule, and a process for staff interviews and public outreach.

3. Work with focus group members to gather data on existing process and recommendations for improvements.
4. Review current DPR field and gym use and determine maximum capacity for use/permitting by area.
5. Review current BOE/PGCPS field/facility use and determine capacity for use/permitting by area.

## **PROGRAM DELIVERABLE #1**

**Task A:** User Engagement - To be completed within 1-3 months of project initiation and again prior to finalizing strategic plan (within months 12-18 of project initiation)

In addition to capturing the perspectives and recommendations of DPR, BOE/PGCPS, and various County Officials, it will be essential to have specific input from youth sports program participants, parents, field & gym users, and local sports organizations. This would include an initial assessment of participant and user attitudes, interests, and needs, as well as an eventual review of the proposed Strategic Plan.

The participants and users selected to be a part of this process will come from an area to be defined by DPR in consultation with the Contractor. The Contractor will be responsible for organizing, facilitating, conducting and documenting public outreach activities and coordinating with the Youth Sports Work Group. Resident feedback may be solicited through the following means:

1. Interviews with users of DPR and BOE/PGCPS fields, gyms, etc.
2. Public meetings
3. Facebook, Next Door, and other neighborhood list serves maintained by the M-NCPPC, County and BOE/PGCPS
4. Setting up stations at key M-NCPPC/BOE/PGCPS events and community meetings at facilities, fields, or nearby locations
5. Any other meaningful and reasonable method the Contractor could use to provide every opportunity for resident participation
6. Contractor should conduct no less than two (2) strategic plan meetings, advertised in a manner to encourage public participation.

The Contractor should conduct meetings with the DPR staff and Youth Sports Work Group to analyze the data and recommend ways of addressing issues in the plan development process. The Contractor will participate in up to 25 meetings with the staff and/or county citizens at the project initiation, outreach, draft plan, and final plan stages and will provide an hourly rate for additional meetings. The selected Contractor team must have experience facilitating meetings with high-level officials and building consensus among competing interests.

**Task B:** Athletic Permitting – To be completed within 3-6 months of project initiation.

**REQUIREMENT - Provide transparent access and booking process for use of M-NCPPC and BOE/PGCPS Facilities by public and private sports organizations.**

Strategic Plan Deliverables:

Identify a software package that has the capability to allow for individual player, as well as team, registration for leagues, allow for online and/or mobile (app) field and facility booking/reservation, and facilitate game scheduling.

Develop permitting policies and procedures for use of fields and gyms.

Develop and implement a centralized, streamlined, and efficient booking process.

**A. Commission Responsibilities**

1. Schedule ongoing progress meetings.
2. Work with key internal staff and external stakeholders to arrange any necessary meetings or interviews with the Contractor.
3. Identify focus group members, from various DPR divisions as well as field/facility users (from DPR and BOE/PGCPS' lists of users), and coordinate interaction between the Contractor and the focus group.
4. Provide relevant program documents and data to Contractor for review and evaluation; recommend other organizations, individuals who may be helpful.
5. Work with Contractor and Vermont Systems (RecTrac) to review and determine permitting capabilities and review Contractor recommendations for alternative permitting systems/software, as provided.

**B. Contractor Responsibilities**

1. Evaluate the existing DPR & BOE/PGCPS field and gym usage, permitting policies & procedures, fees & charges and determine how the entire process can be centralized to improve efficiency, transparency, and equitable usage.
2. Work with internal staff and the focus group to obtain information on user satisfaction of existing permitting services and the desire for new process and/or procedures. Document focus group feedback and information and provide a report to DPR.
3. Work with focus group members to gather data on existing programs and recommendations for future offerings/needs. Document focus group feedback and information and provide a report to DPR.

4. Communicate status of project at progress meeting, including findings to date, status of work on desired outcomes, budget and schedule for completion of tasks.
5. Work with DPR and BOE/PGCPS to review existing RecTrac & SchoolDude system capabilities and provide recommendations for gym and field permitting systems/software that provide increased efficiency, mobile applications or access to information, and online booking capabilities and incorporate all available fields/facilities within DPR, BOE/PGCPS and other entities.

**Task C:** Marketing & Outreach – To be completed within 3-6 months of project initiation.

**REQUIREMENT – Develop comprehensive communication and promotion of county-based youth sports programs, services, and information for parents and athletes.**

Strategic Plan Deliverables:

Develop a Youth Sports sub-site to centralize programs, classes, and schedules, as well as a Youth Sports social media pages (i.e. Facebook, Instagram, Twitter, and Snapchat, etc...)

Recommend a branding campaign to inform public of the Youth Sports offerings while establishing call to action messaging encouraging participants/parents to sign up for classes and/or leagues.

**A. Commission Responsibilities**

1. Schedule ongoing progress meetings.
2. Work with key internal staff and external stakeholders to arrange any necessary meetings or interviews with the Contractor.
3. Review the outline and draft Youth Sports Marketing Assessment and provide feedback.
4. Brief Senior Leadership

**B. Contractor Responsibilities**

1. Evaluate existing youth sports related marketing and develop comprehensive strategies for marketing youth sports programs, facilities, and services available for County residents.
2. Work with internal staff and the focus group to obtain information on public awareness of youth sports programs and services and develop recommendations on new and/or expanded marketing programs and services that would benefit County programs, facilities, and participants.
3. Communicate status of project at progress meeting, including findings to date, status of work on desired outcomes, budget and schedule for completion of tasks.
4. Provide an outline and draft Youth Sports Marketing Assessment to DPR staff and Youth Sports Work Group.
5. Develop and provide bi-weekly updates.

## PROGRAM DELIVERABLE #2

**Task D:** Programs & Services – To be completed within 6-9 months of project initiation.

**REQUIREMENT – Recommend a program delivery model that provides for a diverse offering of sports programs including skills trainings and competitions throughout the County.**

### **Strategic Plan Deliverables:**

Recommend programming across the county to improve sport-specific equity in recreational, intermediate, and advanced/elite opportunities as options for individual advancement and improvement in skill level.

Develop a “year-round” online calendar for Youth Sports in Prince George’s County including non-traditional sports and/or collegiate sports not currently offered by DPR.

Identify skills training institutes and local collegiate camp initiatives/partnerships for county youth. Provide contacts and contact information.

Promote a sports life cycle with emphasis on providing opportunities for multiple age groups: developmental/instructional, recreational, competitive, travel, club, elite, etc.

Identify existing organizations (and provide contacts and contact information) who specialize in providing beginner, intermediate, and advanced sports skills training and elite competitions to include collegiate team sports within the region for potential partnership and/or contracting.

Recommend qualifications, pay scale, certifications, and training programs for coaches.

### **A. Commission Responsibilities**

1. Schedule ongoing progress meetings.
2. Work with key internal staff and external stakeholders to arrange any necessary meetings or interviews with the Contractor.
3. Identify focus group members, from various DPR divisions as well as park users, and coordinate interaction between the Contractor and the focus group.
4. Provide relevant program documents and data from Rec Trac etc. to Contractor for review and evaluation; recommend other organizations, individuals who may be helpful.
5. Review the outline and draft Youth Sports Program Assessment and provide feedback.



## **B. Contractor Responsibilities**

1. Evaluate the existing youth sports program offerings and determine whether new programs should be offered based on trends, availability of athletic infrastructure, and user preferences. Document this evaluation and provide recommendations to DPR.
2. Work with internal staff and the focus group to obtain information on user satisfaction of existing programs and the desire for new programming in the County. Document focus group feedback and information and provide a report to DPR.
3. Work with focus group members to gather data on existing programs and recommendations for future offerings/needs. Document focus group feedback and information and provide a report to DPR.
4. Communicate status of project at progress meeting, including findings to date, status of work on desired outcomes, budget and schedule for completion of tasks.
5. Provide an outline and draft Youth Sports Program Assessment

**Task E:** Partnerships & Resource Development - To be completed within 6-9 months of project initiation.

***REQUIREMENT – Define and recommend the administrative framework and agreements necessary to implement partnerships that will promote a one-stop youth sports experience and further enhance opportunities for programming and resource development in the County.***

### **Strategic Plan Deliverables:**

Expand definition of partnership to relationships (i.e., there are numerous levels of relationships that will be developed under the Youth Sports initiative).

Conduct a partnership audit of all existing agreements (MOUs, turn-key, field agreements, etc.)

Enhance DPR's partnership with BOE by engaging in long-term planning initiatives, reviewing opportunities for land sharing and/or exchanges and delineating roles and responsibilities.

Develop templates for various levels or agreements, MOU's, and/or program-based need service agreements needed to establish one-stop experience for youth sports.

Examine existing and potential relationships/partnerships for delivering youth sports to determine what is working well and where we can benefit from change.

#### **A. Commission Responsibilities**

1. Schedule ongoing progress meetings.
2. Work with key internal staff and external stakeholders to arrange any necessary meetings or interviews with the Contractor.
3. Review the outline and draft Youth Sports Partnerships Assessment and provide feedback.

#### **B. Contractor Responsibilities**

1. Evaluate the existing youth sports related partnerships and determine whether new and/or expanded partnerships should be developed based on programs, facilities, and participant needs.
2. Work with internal staff and the focus group to obtain information on satisfaction with existing partnerships and recommendations on new and/or expanded partnerships that would be beneficial for programs, facilities, and participants.
3. Communicate status of project at progress meeting, including findings to date, status of work on desired outcomes, budget and schedule for completion of tasks.
4. Provide an outline and draft Youth Sports Partnerships Assessment to DPR staff and Youth Sports Work Group.

## PROGRAM DELIVERABLE #3

**Task F:** Infrastructure & Planning – To be completed within 9-12 months of project initiation.

**REQUIREMENT - Understand the countywide demand for different sports and facilities in order to provide the necessary infrastructure and to improve equity and access to athletic resources.**

### **Strategic Plan Deliverables:**

Understand the countywide demand for different sports and facilities by 2040-service area and plan for infrastructure capacity that is responsive to that demand.

Implement a system for collecting, inventorying, and analyzing data on youth sports related fields, courts, facilities and their usage.

Recommend appropriate technology to house, store, and track/manage relationships for renewals, consistency and oversight.

Identify the infrastructure necessary to competitively bid for youth sports tournaments and events.

Explore innovative opportunities to meet youth sports demand on small or constrained sites in areas with high demand and limited land availability.

Establish metric to evaluate social equity and provide guidance for using that metric to prioritize capital projects

### **A. Commission Responsibilities**

1. Identify focus group members from various DPR divisions and coordinate interaction between the Contractor and the focus group.
2. Provide relevant documents and data to Contractor for review and evaluation
3. Review the draft assessment and provide feedback.

### **B. Contractor Responsibilities**

1. Evaluate our level of service fields and hardcourt amenity types and develop a methodology to assess current and future demand for facilities by location, sport type, and season.
2. Identify underutilized space at existing parks or M-NCPPC owned land that could be utilized for additional field capacity and amenities.

3. Conduct a market analysis for youth sports tournaments and events, collect data on competitive bidding packages, and evaluate existing amenities in relation to bid package requirements.
4. Tie the necessary research and feasibility components and subsequent projects to the CIP and prioritize based on LOS and demand.
5. Provide draft Infrastructure and Planning assessment to staff and Youth Sports Work Group.

**Task G:** Contractor Analyzes Collected Data, Staff Input and Recommendations, and Develops a Draft Vision for Strategic Plan - To be completed within 12 months of project initiation.

In this task, the Contractor should plan and develop a vision and multi-year strategic plan for the comprehensive management of youth sports programs, permitting, and services offered to County residents. This vision should be used to formulate the desired strategic plan to create the envisioned “one-stop” youth sports program. The Contractor should formulate a vivid idealized description of the desired outcome for Youth Sports in Prince George’s County. This vision should take into consideration the Contractor’s knowledge gained from evaluating existing youth sports programs and services offered in the county and elsewhere, community surveys and interviews, and the Contractor’s experience in developing strategic plans for parks of a similar size and complexity. At best, the vision must inspire, energize and create a solid plan for offering youth sports programs and permitting services in the County.

**A. Commission Responsibilities**

1. Schedule ongoing progress meetings.
2. Provide feedback to the Contractor on the draft vision.

**B. Contractor Responsibilities**

1. Develop and document a comprehensive vision for Youth Sports and Permitting Services in the County.
2. Communicate status of project at progress meeting, including findings to date, status of work on desired outcomes, budget and schedule for completion of tasks.

## **PROJECT DELIVERABLES**

The Contractor shall provide their written assessment of youth sports programs and services offered by the Department of Parks and Recreation (DPR) and develop a Multi-Year Strategic Plan and all associated data and maps.

### **The strategic plan must include the following information:**

Document internal and external stakeholder discussions, feedback, and recommendations

Recommendations for the organization's work program that align with a "one-stop shop" model for delivering youth sports and permitting services in the County

Recommendations on structuring a program of youth sports from developmental to competitive

Recommendations for youth sports programming and infrastructure development to address social equity and access throughout the County (i.e. offerings, fees/charges, geographic accessibility, age, gender, etc...)

Recommendations on an athletic permitting portal for DPR/BOE/PGCPS/County use

Recommendations for countywide permitting policies and procedures for athletic facilities

Recommendation for a facility utilization plan for DPR and County gyms/fields/courts, etc...

All data and maps gathered, synthesized and created as part of this process.

### **Preparation of a Draft Strategic Plan - To be completed no later than 12 months from project initiation.**

The Contractor should prepare an outline and draft for each separate report, as well as the draft strategic plan, based on the data collection, interviews and other input from the community during public meetings, and the additional analysis of data performed by the Contractor and approved by DPR. The draft plan should incorporate the Contractor's experience in developing plans for organizations similar to M-NCPPC's Department of Parks and Recreation. The Contractor should attend meetings with DPR staff, as required, to develop elements of the draft strategic plan as well as attend any related public workshops, public presentations, or public meetings, suggested or recommended.

## **Preparation of a Draft Strategic Plan:**

### **A. Commission Responsibilities**

1. Work with Contractor to ensure completeness of the draft strategic plan.
2. Work with key internal staff to solicit their comments on the draft strategic plan.
3. Compile all comments and provide them to the Contractor for incorporation.

### **B. Contractor Responsibilities**

1. Prepare a draft strategic plan based on the described scope of work.

## **Preparation of the Final Plan: - To be completed within 18 months from project initiation.**

The Contractor should incorporate comments from DPR staff, Youth Sports Work Group and the public into the development of a final strategic plan for Youth Sports Programming and Permitting, which will be a tabbed compilation of each separate report, tied together by an executive summary. It is imperative that the strategic plan identifies specific future tasks that must be completed in order to implement the recommendations along with projected capital and operating costs. These should include but not be limited to:

Expansion or elimination of existing recreation programs to meet future users' demands and serve a variety of skill levels, such as developmental, competitive, or those with special needs,

Any suggested additional facilities including concept layout plans and cost projections,

Identification of potential funding and grant opportunities.

### **A. Commission Responsibilities**

1. Work with Contractor to ensure completeness of the final strategic plan.
2. Schedule meeting with the Executive Team to present all final recommendations.
3. Host a community meeting where the Contractor will present the final recommendations of the strategic plan.
4. Finalize execution of the contract in its entirety once all deliverables have been received and approved and all required meetings and presentations conducted.

### **B. Contractor Responsibilities**

1. Communicate the final status of project including deliverables, budget and schedule for completion of tasks.

2. Incorporate comments on the draft strategic plan from DPR staff into the final strategic plan.
3. Present all final recommendations to the Executive Team for approval.
4. Present the final recommendations of the strategic plan to the community.



## **2.3 PROPOSAL FORMAT AND SUBMISSION CONTENTS**

### **A. Proposal Submission**

1. Only one (1) Proposal may be submitted by an Offeror.
2. Proposals shall include all information below:

Outer Envelope: Proposal

Solicitation No.:

Submitted By:

Closing Date:

Closing Time:

Addressed to: **Lawrence Taylor, Principal Procurement Specialist  
Maryland-National Capital Park and Planning Commission  
Executive Office Building, 6611 Kenilworth Avenue, Suite 300,  
Riverdale, MD 20737**

3. Submit one (1) bound original and five (5) bound copies of the Technical Proposal, and one (1) USB drive of the complete Proposal in a single PDF file.
4. Proposals submitted in any form other than as specified herein may be deemed non-responsive and may not be considered for award. If discrepancies between the Original Proposal and the Proposal copies occur, the Original Proposals will take precedence over the Proposal copies. Oral and telegraphic proposals, including e-mail submissions, are considered invalid and will not be accepted or considered for award.
5. 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.

Offers shall be responsible for all costs incurred in development and submission of this proposal. The Commission assumes no contractual obligation as result of the issuance of this RFP, the preparation or submission of proposal, or the selection of finalist. The Commission shall not be contractually bound until the Commission and the successful Contractor have executed a written contract with the performance of 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. Offers 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 skilled level and hourly rates for each task described herein, and any additional information deemed pertinent.

**Proposals shall include the following parts:**

**TITLE PAGE.** The Proposal should begin with a title page bearing the name and address of the Vendor and the name and number of this RFP.

**IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS.** If applicable, information the vendor claims to be confidential, proprietary commercial information or trade secrets shall be identified after the Title Page and before the Table of Contents in the Vendor's Proposal. This information, along with any claim of confidential financial information, should also be disclosed. The Vendor must include an explanation for each individual claim of confidentiality.

**TABLE OF CONTENTS.** A table of contents for the Proposal should follow the title page or the Vendor's confidential, proprietary information or trade secrets claims.

**COVER LETTER.** Provide a cover letter and company profile introducing the Vendor (one-page). Should also include name, telephone number and email address of contact person.

**RESPONSE TO STRATEGIC PLAN FOR DEPARTMENT OF PARKS AND RECREATION:** Responses must be clear and thorough, but concise, and should demonstrate the vendor's overall understanding of the services required, including any assumptions, standards and deliverables.

The offeror must submit an original and five (5) copies of its proposal pages must be numbered and the proposal must follow the format below. All requested information must be included and tabbed as follows:

**TAB 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.

**TAB 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 Contractor 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 and the beginning and ending contract values. 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.

**TAB 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.

**TAB 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. Audited financials shall be provided in a separate sealed enveloped labeled "Commercial Confidential Information".

**TAB 5:** All required forms found in Section III of the RFP.

## 2.4 EVALUATION CRITERIA

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.

The selection process to secure a Consultant will utilize an evaluation panel identified by the Prince George's County Department of Parks and Recreation to evaluate all proposals that meet the submittal requirements according to the criteria listed below. After initial proposal review, the Commission may request supplemental discussion, presentation or clarification of the Contractors' proposals to determine those capable of award of contract. In order to evaluate each proposal received, the Commission established the following criteria listed in order of importance. The following criteria have been established for the evaluation of the proposals received:

Evaluation Criteria	Possible Points
<b>Performance on Similar Projects</b> – Demonstrate successful performance on projects of similar size, scope, and expertise in assessment of youth sports programs and services	0 - 30
<b>Methodology and Approach</b> – Describe project approach, strategic plan based on data collection, approach for additional facilities including concept layout plans and cost projections, and potential funding and grant opportunities.	0 - 35
<b>Qualifications and Experience</b> – Describe relevant experience of team lead and sub-Contractors and experience with recreation programs	0 - 25
<b>Price Proposal</b> – Provide a total price for performing the work with detailed breakdowns for each submission.	0 - 10

The Commission reserves the right to reject any and all proposals submitted and to accept or reject any or all parts of the proposals as submitted without discussion. Oral presentations, if requested, will be presented to the evaluation committee. Special audio or visual presentation materials may be required. The Contractors 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, Contractors 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.

**2.5 PRICING SCHEDULE (FORM A)**

**PROFESSIONAL CONSULTING SERVICES  
YOUTH SPORTS STRATEGIC PLAN  
PXX-XXX**

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. The Commission reserves the right to award all or part of the scope of services of this RFP. Offeror shall use the following table for submitting their cost proposal for the tasks associated with the RFP:

	<b>Estimate Number of Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>Program Deliverable I:</b>			
Task A: User Engagement			\$
Task B: Athletic Permitting			\$
Task C: Marketing & Outreach			\$
<b>Program Deliverable II:</b>			
Task D: Programs & Services			\$
Task E: Partnerships & Resource Development			\$
<b>Program Deliverable III:</b>			
Task F: Infrastructure & Planning			\$
Task G: Contractor Analyzes Collected Data, Staff Input and Recommendations, and Develops a Draft Vision for Strategic Plan			\$
1. Preparation of a Draft Strategic Plan:			\$
2. Preparation of the Final Plan:			\$
<b>Grand Total Bid Price</b>			\$

Any and all costs must be included in **GRAND TOTAL**, including all costs associated with travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.). These are the responsibility of the Contractor and should be factored into the price of the proposal.

**ADDITIONAL SERVICES**, cost, if any

Hourly Rate for additional services, if any (likewise, quote any other services you have seen used in similar work scopes, attach additional pages if needed):

\$ \_\_\_\_\_ per hour

**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: \_\_\_\_\_

Authorized Representative:

\_\_\_\_\_

Print

Signature

## 2.6 SPECIAL CONDITIONS

**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 written approval of the Commission's Contract Manager. Any assignment, sub-contractor or other disposition of all or part of this contract without express written consent of the Contract Manager will be null and void. Consent to sub-contract, assign, or dispose of any portion of the contract will not be construed to relieve the Contractor of any responsibility for fulfilling all the requirements of the contract. Nothing contained in the proposal or contract documents will create any contractual relationship between any sub-Contractor and the Commission. The Proposed Subcontracting Utilization Form must be submitted with the proposal.

**Commencement of Work:** The Contractor will be expected to commence work within five (5) business days of the date of the "Notice to Proceed" issued by the Commission.

**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.

**Confidentiality of Commission Materials/Information:** The Contractor agrees to hold all materials and information belonging to the Commission in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information, and not to release it to or disclose it to any other party. Any information of a restricted nature provided to the Contractor by the contract administrator(s) or his designee in the course of contract implementation will be handled in accordance with restrictions placed thereon by the contract administrator.

Information or documents given to or generated by the Contractor in the course of contract implementation will be considered restricted information and subject to handling and dissemination restrictions as specified herein and/or as specified by the contract administrator(s).

**Payment Schedule:** The successful Contractor may request payment no more frequently than a monthly basis. 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. 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.



**Contract Term:** The initial term of this Contract shall be for a period of two (2) years from the date of the executed Contract. The Commission reserves the right to unilaterally extend the Contract term for one (1) additional one-year term.

**Insurance Requirements:** The successful Contractor shall be required, simultaneously with the execution of the Contract, to furnish the Contract Administrator satisfactory proof of all insurance required by the Insurance Checklist (Attachment 2). In addition to the general insurance requirements described in the Checklist, the successful Contractor must maintain in full force and effect Professional Liability Insurance.

**Non-Disclosure/Confidentiality:** The successful Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any information that is proprietary to the Commission (e.g., source code, trade secrets, know-how and confidential information). The successful Contractor will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of the Contract. Upon termination of this Contract, the successful Contractor will return to the Commission all records, notes, documentation and other items that were used, created, or controlled by the successful Contractor during the term of this Contract.

**Contracts:** Provisions of this RFP and the contents of the successful proposal will be used to establish final contractual obligations. The Commission retains the option of canceling the award if the successful Contractor fails to accept such obligations. The Commission and the successful Contractor shall enter into a written Contract for the work to be performed. It is expressly understood that this RFP and the successful Contractor's proposal shall be attached and included by reference in an Agreement signed by the Commission and the successful Contractor.

**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.

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

**Draft Contract:** Attached is a sample Contract. Offerors are asked to review the sample Contract and submit with their proposals any objections to the Contract. If no objections are submitted with the proposal, the successful Contractor will be required to sign a final Contract within seven (7) calendar days after notification of award.

**Indemnification:** The successful Contractor shall indemnify and save harmless the Commission, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, or

any information, data documents, or materials pertaining in any way to this Contract by the Contractor, its agents or employees.

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

**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.

**Debriefing of Unsuccessful Offerors:** Upon written request made within fifteen (15) calendar days after contract award, the Purchasing Office will provide any unsuccessful Offeror 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 Offeror's proposals.

**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.

**Ownership Rights:** The Commission will own all of its proprietary information as included in this RFP, as well as all digital data, source code, object code, screens, documentation, digital programming, operating instructions, design concepts, content, graphics, domain names, characters and Domain Name(s). All Services provided by the successful Contractor, including systems, computer programs, operating instructions, unique design concepts, other documentation developed for or specifically relating to the Commission information processing, all of the Commission source documents, stored data and other information of any kind, and reports and notes prepared by the successful Contractor, will be "works for hire" under applicable United States copyright laws, and therefore the property of the Commission. Such work may not be used by the successful Contractor for any other purpose except for the benefit of the Commission. Any and all such property shall be delivered to the Commission on request by the Commission. Upon request, the successful Contractor shall sign all documents necessary to confirm or perfect the exclusive ownership interests of the Commission.

**Copyright Notice:** The successful Contractor shall include the following copyright notice (or any other notices requested by the Commission) to be displayed on each page of the Web Site that can be viewed by a user: " M-NCPPC -All rights reserved."

**Availability of Funds:** If the Commission should not, for any reason at any time appropriate or otherwise make available funds sufficient to acquire products or services contracted for in this RFP, the Commission may, upon thirty (30) days written notice, unilaterally terminate such Contract without penalty or termination expense. In the event that funds are not appropriated for the Contract, the successful Contractor shall not prohibit nor otherwise limit the Commission's

right to pursue any Contract for alternate solutions and remedies as deemed necessary for the conduct of its affairs. The requirements of this provision shall apply to any amendment or the execution of any option to extend the resultant Contract.

**Insurance Requirements:** The Contractor shall be required, prior to the execution of the Contract, to furnish the Contract Administrator satisfactory proof of all insurance required by the Insurance Checklist (Part III. Forms).

**Proprietary Information:** Material submitted in response to this RFP will become public record and will be subject to inspection after Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include a justification. The request will be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the proprietary restrictions. Neither cost or pricing information or a total proposal shall be considered proprietary.

**Non-Discrimination in Subcontracting:** The RFP has significant subcontracting opportunities and, therefore each Offeror must demonstrate compliance with the Commission's Non-Discrimination in Subcontracting Program. A MFD subcontracting level of participation of **ten percent (10%)** has been established for this RFP. A Nondiscrimination in Subcontracting Bid Form must be completed and signed by an authorized person in order to be deemed responsive.

**Note: If you are currently a certified MFD you are still required to fulfil the MFD subcontracting level of participation of ten percent (10%).**

**Sub-Contractors:** The proposal shall clearly indicate all proposed Sub-Contractors to be utilized to perform the requirements of this RFP. Once a contract has been awarded to the successful Offeror, no Sub-Contractor shall be changed without written approval of the Commission's Project Manager and/or Project Manager. Any proposed substitution for any proposed personnel or Sub-Contractor must be with persons and/or firms of equal or comparable qualifications and experience.

**PART III**  
**FORMS**

### PART III. FORMS

#### **ALL OFFERORS MUST SUBMIT THE FOLLOWING REQUIRED FORMS WITH YOUR PROPOSAL:**

1. **PRICING SCHEDULE – FORM A.** The Price Proposal Form shall be completed in its entirety and submitted in a separate sealed envelope and correctly label as Price Proposal.
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 BID FORM – 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. **SUBCONTRACTOR UTILIZATION REPORT – FORM D.** This form is required at the time of 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.
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 Contract, 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 G.** This is a sample contract for informational purposes. Any exceptions requested shall be submitted at time of proposal submission. If no exceptions, the successful Offeror shall submit original signature contract to the Commission for final execution within ten business days of issuing a Letter of Intent to award.



# FORM B-PROPOSAL DECLARATION

RFP # P39-149/LRT  
Youth Sports Consulting Services

Made this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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 FORM**  
**RFP No. P39-149/LRT**

**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 SubContractors/suppliers on Commission projects. Specifically, bidder/offerors are required to provide MFDs the opportunity to submit bids/offers as SubContractor/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 SubContractors or materials suppliers to perform any portion of this contract and has not normally contracted with SubContractors 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 subContractors and/or materials suppliers to perform at least **ten percent (10%)** to the total dollar value of the contract. Letters of intent from MFD subContractors and suppliers will be accompanied by a completed Vendor Information Form for any MFD subContractor or supplier who does not have current Forms on file with the Commission.

Contractors 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 D: SUBCONTRACTOR UTILIZATION REPORT**

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

TYPE OF CONTRACT	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT OF SUBCONTRACT	PERCENTAGE	MFD	NON-MFD
<b>TOTAL</b>		\$			

## FORM E: INSURANCE CHECKLIST

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

INSURANCE CHECKLIST	
COVERAGE REQUIRED	LIMITS (Minimums)
<b>1. Worker's Compensation</b> <ul style="list-style-type: none"> <li>• Accident (Each)</li> <li>• Disease (policy limits)</li> <li>• Disease (each employee)</li> </ul>	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
<b>2. General Liability</b> <ul style="list-style-type: none"> <li>• Products Liability &amp; Completed Operations</li> <li>• Contractual Liability</li> <li>• Premises &amp; Operations</li> <li>• XCU for explosion and/or cave in</li> <li>• Independent Contractors</li> <li>• Personal Injury and Advertising</li> <li>• Medical Payment any one person</li> </ul>	All items in No. 2: \$2,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence  \$5,000 per occurrence
<b>3. Contractual Indemnity/Hold Harmless Exactly as Specified</b>	
<b>4. Automobile Liability</b> Owned Hired, Non-owned & Leased <ul style="list-style-type: none"> <li>• Bodily Injury                             <ul style="list-style-type: none"> <li>○ Each person</li> <li>○ Each occurrence</li> </ul> </li> <li>• Property Damage                             <ul style="list-style-type: none"> <li>○ Each occurrence Or</li> <li>○ Combined Single Limit</li> </ul> </li> </ul>	 \$ 500,000 \$1,000,000  \$ 300,000 \$1,000,000
<b>5. Excess Liability</b> Combined Single Limit	\$1,000,000
<b>6. The Maryland-National Capital Park and Planning Commission</b> named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess.	
<b>7. Other Insurance</b> <ul style="list-style-type: none"> <li>• Renovation over \$50,000</li> <li>• Professional Liability</li> </ul> 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
<b>8. 45 days Cancellation Notice Required</b>	
<b>9. Best's Guide A rating or better/S&amp;P Rating of BBB</b>	
<b>10. The Certificate Must State Proposal Number and Proposal Title</b>	RFP No. P3x-xxx

#### 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 # P39-149/LRT**

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) \_\_\_\_\_

## FORM G: SAMPLE CONTRACT

**THIS CONTRACT** (“**Contract**”), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate and agency of the State of Maryland (“**Commission**”), and [NAME], a [STATE] [corporation / limited liability company ], with an address at [ADDRESS] (“**Contractor**”).

**WHEREAS**, the Commission issued a Request for Proposals (“**RFP**”) No. \_\_\_\_\_, dated \_\_\_\_\_, Addendum No. One, dated \_\_\_\_\_, 2012, Addendum No. Two, dated \_\_\_\_\_, and Addendum No. Three, dated \_\_\_\_\_ (collectively, “**Addenda**”) (the RFP and all Addenda shall collectively be defined as the “**Solicitation**”), requesting sealed proposals for the [DESCRIPTION OF THE PROJECT]; and

**WHEREAS**, the Contractor submitted a proposal (“**Proposal**”) on [DATE], offering to perform the work; and

**WHEREAS**, the Commission has determined that the Contractor is the lowest responsive and responsible bidder.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration, the Commission and the Contractor agree as follows:

1. **Scope of Work.** The Contractor shall perform the work 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.

In case of any conflict, the documents shall have precedence in the following order: (1) the Contract; (2) Addendum No. One, dated \_\_\_\_\_, Addendum No. Two, dated \_\_\_\_\_, and Addendum No. Three, dated \_\_\_\_\_; (3) RFP; and (4) the Proposal and all forms and documents submitted by the Contractor.

2. **Compensation.** The Commission shall pay the Contractor a fee not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) upon satisfactory completion of the work under this Contract in accordance with the Solicitation. The Commission’s policy is to pay the Contractor within thirty (30) calendar days after receipt by the Commission of a proper invoice and acceptance of the invoice by the Commission.

3. **Term.** The term of this Contract is from the date of last signature of this Contract until the Commission makes final payment as provided in Section 6.12 of the General Conditions.

4. **Commencement.** The Contractor shall commence work on the start date specified in the Notice to Proceed from the Commission.

5. **Completion of Work.** The Contractor shall perform and complete the work in three hundred sixty-five (365) calendar days in accordance with Section F, Special Conditions

of the RFP, as amended. The days for completion of the work are consecutive calendar days from the date specified in the Commission's written Notice to Proceed.

6. **Time is of the Essence.** Time is of the essence in this Contract. The failure of the Contractor to complete the work within the specified time provided herein shall constitute a material breach of the Contract by the Contractor and may result in the assessment of liquidated damages as provided in the General Conditions of the IFB and termination of the Contract for default.

7. **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 Contract in whole or in part, and the Commission may declare the Contractor ineligible for any future contracts with the Commission.

8. **Insurance.** The Contractor shall maintain, at its own expense, during the term of the Contract, such insurance as shall protect it and any subContractor(s) performing work under this Contract, 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 Contract. 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.

9. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Commission, its officers, employees, agents and representatives, and shall require that each subContractor indemnify, defend, and hold harmless, the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, legal actions, damages, cost or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subContractor's negligence, negligent performance of or failure to perform any of their obligations under the terms of this Contract.

10. **Termination.** The Commission may terminate this Contract for convenience or for default in accordance with Sections 6.8 and 6.9 of the General Conditions.

11. **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 Contract. Further, the Contractor hereby represents, warrants, and covenants 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; and
- 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 complete the work under this Contract.
- f. It shall provide the Commission any requested certification on the release of the Commission for claims and demands for delays and disruptions in the event of any mutually agreed change orders arising under this Contract.

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

13. **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.

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

15. **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 Montgomery County, Maryland.

16. **Waiver.** The failure of the Commission to enforce any part of this Contract shall not be deemed as a waiver thereof.

17. **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.

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

19. **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.

20. **Cross Default.** Upon the occurrence of a material breach of Contractor's obligations, due performance, representations, warranties, or other agreements under this Contract, then 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.

**[SIGNATURE PAGE FOLLOWS]**

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

**[COMPANY NAME]**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Signature)

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anju Bennett  
ACTING Executive Director

**ATTEST:**

\_\_\_\_\_  
Joseph C. Zimmerman  
Secretary-Treasurer