

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

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

**PROPOSAL DOCUMENTS**

**RFP NUMBER: P42-124**

**Professional Consulting Services**

**Retail Revitalization Guide**

**PROJECT DESCRIPTION**

The Prince George's Planning Department part of the Maryland- National Park and Planning Commission (M-NCPPC or Commission) is soliciting proposals from qualified consulting firms to assist in the creation of an interactive, online toolkit to encourage and support the redevelopment and improvement of struggling suburban retail centers throughout Prince George's County into new sustainable, thriving places that better serve the Prince George's County community.

**PROPOSAL DUE DATE/TIME:** February 16, 2022 no later than 2 p.m.

**NOTE:** A virtual pre-proposal meeting is scheduled for January 26, 2021 at 2 p.m. Any interested proposers are highly encouraged to attend by RVSP Manger Tab located on OpenGov Procurement.

**Solicitation Release Date:** January 14, 2022

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

<b>RFP Number:</b>	<b>P42-124</b>
<b>Proposal Name:</b>	Professional Consulting Services: Retail Revitalization Services
<b>Pre-Proposal Meeting:</b>	A Virtual Pre-Proposal meeting is schedule for January 26, 2021 at 2 p.m. Please RSVP utilizing Open Gov’s RSVP Manager tab or email Cindy Martinez at <a href="mailto:Cindy.Martinez@mncppc.org">Cindy.Martinez@mncppc.org</a> with names of attendees, email addresses, and direct phone numbers.
<b>Deadline for Technical Questions:</b>	January 28,2022 NO LATER THAN 4:00 P.M. All questions must be submitted on Open Gov’s Question Submission Section.
<b>Deadline for Proposals:</b>	FEBRUARY 16, 2022 NO LATER THAN 2:00 P.M.
<b>Submit Proposals to:</b>	<p><b>Proposals shall be submitted online through the Commission’s electronic bid service provider (OPEN GOV Procurement). The Commission will not be accepting paper copies of proposals. Please follow the link below to submit an electronic proposal for this solicitation:</b></p> <p><a href="https://secure.procurenow.com/portal/mncppc">https://secure.procurenow.com/portal/mncppc</a></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 VI:</u></b></p> <ul style="list-style-type: none"> <li>• Single PDF file of the Technical Proposal</li> <li>• Single PDF File of the Price Proposal</li> </ul> <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 to:</p> <p>Cindy Martinez, Corporate Procurement Specialist Department of Finance, Central Purchasing 6611 Kenilworth Avenue, Suite 300 Riverdale, MD 20737 Email: Cindy. <a href="mailto:Martinez@mncppc.org">Martinez@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>
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**PART I**  
**GENERAL INSTRUCTIONS**

## **PART I: GENERAL INSTRUCTIONS**

### **PRESUBMISSION INFORMATION**

#### **Examination of Proposal Documents**

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

#### **Commission Assistance in Proposal Preparation**

Commission staff will not assist any offeror or offeror's agent in the actual preparation of the proposal. Offerors or their agents will not be permitted to use Commission telephones or other facilities in the preparation of the proposal unless the Commission representative specified in the Invitation for Sealed Proposals has given specific authorization.

#### **Interpretation of Proposal Documents and Correction of Proposal Documents**

Should an Offeror, upon an examination of the RFP and 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, Corporate Procurement Office  
6611 Kenilworth Avenue, Suite 300  
Riverdale, MD 20737  
Email: [Cindy.Martinez@mncppc.org](mailto:Cindy.Martinez@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 to M-NCPPC's electronic bid provider, ProcureNow (OpenGov Procurement) and should include:

- 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 subconsultant's and supplier's quotations, if any, published price lists, and any other evidence which will serve to establish the mistake, the manner in which it occurred, and the bid actually intended.

Additionally:

- A determination may be made permitting the bidder to correct his bid if the bidder requests permission to do so and clear and convincing evidence establishes both the existence of a mistake and the bid actually intended. In lieu of bid correction, the Commission may permit a low bidder alleging a material mistake of fact to withdraw his bid if there is reasonable proof that a mistake was made and the intended bid cannot be ascertained.
- A determination may be made permitting the bidder to withdraw his bid if the bidder requests permission to do so and clear and convincing evidence establishes the existence of a mistake. However, if the evidence is clear and convincing both as to the existence of a mistake and as to

the bid actually intended, and if the bid, both uncorrected and corrected, is the lowest bid received, a determination may be made to correct the bid and not permit withdrawal.

- If the evidence does not warrant a determination under the two paragraphs above, a determination may be made by the Purchasing Manager that a bidder may neither withdraw nor correct his bid.
- Any clerical mistake, apparent on the face of a bid, may be corrected by the Commission prior to award, if the staff member has first obtained from the bidder verification of what was actually intended. Examples of such apparent mistakes are: obvious misplacement of a decimal point, typographical errors, and mistakes in the designation of the unit of measure. Correction shall be reflected in the award document.
- After bid opening an otherwise low bidder shall not be permitted to delete exceptions to the bid conditions or specifications which affect price or substantive obligations.
- Nothing in this Section is intended to prohibit the Commission from accepting a bid correction resulting in a reduction in price from the low bidder after bid opening, provided that such reduction is not conditioned on or does not result in, the modification or deletion of any condition contained in the Invitation for Bids.

### **AWARD 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-responsive.

“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 II**  
**GENERAL CONDITIONS**

## **ETHICS IN PROCUREMENT**

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

## **TAXES**

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

## **PAYMENT**

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

## **COMPLETION OF WORK**

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

## **ANTI-DISCRIMINATION PROGRAM**

By submitting a proposal, an offeror shall understand and agree to:  
Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of subconsultants on Commission projects. For contracts with subcontracting opportunities, offerors are required to provide MFDs the opportunity to submit bids as subconsultants and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so. On certain 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 subconsultants on Commission contracts.

Submit forms verifying payment to subconsultants 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 III**  
**SPECIAL CONDITIONS**



### **PART III: SPECIAL CONDITIONS**

- a. **Insurance:** The successful offeror shall be required, simultaneously with the execution of the contract, to furnish the contract administrator satisfactory proof of insurance required by the attached insurance checklist. The consultant must maintain in full force and affect, professional liability insurance.
- b. **Verification of Registration and Tax Payment:** Before a business entity can do business with Commission, it must be registered with the State Department of Assessments and Taxation (SDAT) and be in good standing with SDAT.
- c. **Contract Term:** The initial term of the contract resulting from this solicitation shall be for 12 months. The Commission reserves the right to extend this contract in the event of delays. Failure to complete the work, or any part of the work, within the contract period may result in termination.
- d. **Non-Disclosure:** The successful Offeror may be required to sign a Non-Disclosure and Confidentiality Agreement at the execution of the Contract.
- e. **Rights:** The M-NCPPC retains all rights to proposals, submissions, designs, media and documents produced as a result of this contract. Each Offeror certifies that its proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation making a proposal 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.
- f. **Commencement of Work:** The consultant will be expected to commence work within five (5) business days of the date of the “Notice to Proceed” issued by the Commission, or a time agreed upon by the Commission and Consultant.
- g. **Subcontracting or Assigning:** Each proposal shall clearly indicate the proposed subcontractors to be utilized. Once an award has been made to a successful Offeror, no portion of the resulting award shall be subcontracted, assigned or otherwise disposed of except upon written consent of the M-NCPPC. Any assignment, subcontract or other disposition of all or part of an award without express written consent of the M-NCPPC shall be null and void. The M-NCPPC’s consent to any subcontract, assignment or disposition shall not be construed to relieve the successful Offeror of any responsibility for fulfilling all the requirements of the award. Nothing contained in the proposal or contract documents shall create any contractual relationship between any subcontractor and the M-NCPPC.
- h. **Minority, Female, and Disabled (MFD) Subcontracting Level of Participation:** This RFP has significant subcontracting opportunities and, therefore, each offeror must demonstrate compliance with the Commission’s Non-Discrimination in Subcontracting Program. An MFD subcontracting level of participation of ten percent (10%) has been established for this RFP. A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order for the Proposal to be deemed responsive.
- i. **Confidentiality of M-NCPPC Materials/Information:** Each successful Offeror agrees to hold all materials and information belonging to the M-NCPPC 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.

- j. **Indemnification:** Each successful Offeror shall indemnify and save harmless the M-NCPPC, 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 the award by the successful Offeror, its agents or employees.
- k. **Right of Ownership:** All material and work items produced by the successful Offerors and any subcontractors shall be the sole property of the M-NCPPC. Under no circumstance shall the selected Offerors use or disseminate this information, in any form to any outside parties.
- l. **News Releases:** All Offerors, prior to awards and the successful Offerors after awards shall not make any news releases concerning an award without the prior written permission of the M-NCPPC.
- m. **Payment Schedule:** The consultant is expected to invoice the Commission for its services in a manner consistent with the progress of the project and the work completed. Payments will only be disbursed for work products successfully completed and accepted, and determined solely by the Commission. The Commission will remit payment within thirty (30) days of acceptance and receipt of a properly prepared invoice, whichever is later.
- n. **Debriefing of Unsuccessful Offerors:** Upon written request made within fifteen (15) calendar days after award, the M-NCPPC will provide any unsuccessful Offeror with a discussion of the M-NCPPC'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.

**PART IV**  
**PROJECT GOALS, SCOPE OF WORK, AND SPECIFICATIONS**

## **4.1 Introduction**

The Prince George's County Planning Department part of the Maryland- National Park and Planning Commission (M-NCPPC or Commission) is requesting proposal from qualified consulting firms to assist in the creation of an interactive, online toolkit to encourage and support the redevelopment and improvement of struggling suburban retail centers throughout Prince George's County into new sustainable, thriving places that better serve the Prince George's County community.

### **4.1.1 Minimum Qualifications**

#### **Qualifications and Experience**

- The successful applicant team must include a team member with at least five years of experience in land use planning; feasibility analysis, planning, design and/or development of commercial retail or mixed-use centers; urban design, architecture and landscape architecture; and community planning; in Prince George's County or comparable jurisdictions.
- The successful applicant team must include a team member with at least five years of experience in economic development; research and analysis of real estate trends redevelopment and revitalization; placemaking activities and programming; and suburban shopping center adaptive reuse;
- The successful applicant team must include a team member with at least three years of experience in public engagement in virtual settings; communication of planning and design concepts through innovative and appealing graphic design, 3D renderings, diagrams, animations and illustrations;
- The successful applicant team must include a team member with at least five years of experience in designing visually appealing and navigation-friendly websites; using different Content Management Systems (CMS); using current web technologies and design tools including use of programming languages like HTML, XHTML, CSS, XML, Java, php, etc.; and support and troubleshooting for completed projects.

One team member may satisfy multiple experience requirements, if applicable.

#### **Key Personnel**

The successful applicant team must include a team member with at least five years of experience in managing multidisciplinary teams who will serve as the single project manager and point of contact for the M-NCPPC throughout the duration of this project.

### **4.2 Project Goals and Background**

The Prince George's County Retail Revitalization Guide will create a user-oriented, interactive web application and accompanying document that walks users through visual examples and demonstrations of opportunities and strategies to repair, repurpose, retrofit, or redevelop struggling shopping centers.

The state of retail storefronts and shopping centers in Prince George's County has been studied exhaustively. Even before the impact of the COVID-19 pandemic, recent plans and studies identified

that the County “has a surplus of retail space, primarily located in older shopping centers, whose location and characteristics are unlikely to attract the type of tenants for which there is unmet retail demand” resulting in a number of corridors and shopping centers that are “at risk of failing completely.” (Prince George’s County [2017 Competitive Retail Market Strategic Action Plan](#), p. 5). According to Prince George’s County Economic Development Corporation, there are 241 shopping centers in the County, and 41 of them need improvement.

Branch Avenue and MD 5 in the southern part of the County provide evidence of these challenges, including vacant storefronts and empty “big-box” buildings. The 2016 [Prince George’s County High-End Retail Market Analysis](#) found that this corridor in particular “is simply over-retailed, with too many small centers and no anchors to draw traffic,” and “the performance of [shopping centers in this area] would improve if some of the lowest performing retail in this area was repurposed into non-retail land uses” (p. 38).

The 2013 *Approved Branch Avenue Corridor Sector Plan* and other sector plans along Branch Avenue investigated the condition of retail centers at several intersections along Branch Avenue and proposed conceptual redevelopment plans for those areas. The plan envisioned more vibrant, attractive, and sustainable communities created by redeveloping underutilized retail centers into moderate density, compact, pedestrian-friendly, transit-accessible places, each with a defined identity to foster a sense of place.

Despite these plans and other similar studies and policies, little commercial redevelopment activity has taken place in this and many other areas of the County. There are several challenges that prevent some of these shopping centers from being revitalized. High construction costs lead many developers to seek higher returns on investment closer to the dense urban core of the District of Columbia where spending may be higher than in more rural or suburban parts of the County.

In addition, many shopping center owners earn substantial income from rent. Some owners of these shopping centers may have low or no mortgage costs, they are still able to reap enough financial benefits via rental income to stay viable. This relatively low risk and consistent income may dissuade some from pursuing redevelopment alternatives.

Even vacant storefronts that do not provide rental income can provide value by being depreciated. Many shopping center owners may not have a real estate development mindset, and they may not understand the value that development could unlock or understand the various incentives offered by the County to help them to improve their properties. Even if a shopping center is owned by an individual or company that may be predisposed to pursuing redevelopment, it can be a challenge for agencies to build relationships and share information with key individuals within an organization, particularly if that organization is based outside of Maryland.

However, despite these challenges, emerging trends may provide new motivations or opportunities for revitalizing commercial retail properties. For example, the COVID-19 pandemic exacerbated the decline of brick-and-mortar retail, leading to sharp declines in discretionary consumer spending. Consumers are increasingly shopping online and avoiding in-person shopping, forcing many businesses to shutter; the Federal Reserve estimates that up to 200,000 more businesses permanently closed during 2020 than in

previous years. Because of this, more retail storefronts are now vacant than before the pandemic, which may encourage some retail center owners to attempt to fill those spaces with non-retail uses<sup>1</sup>.

The pandemic has meanwhile increased demand for suburban satellite offices as more people move to the suburbs while businesses reduce their office presence in urban cores and encourage employees to work remotely. This may create demand for a new use of suburban retail space. Healthcare facilities are also increasingly expanding into commercial storefront spaces. The County has a growing need for additional housing units and housing types, and the federal government has proposed new financial resources to assist local governments with the redevelopment of commercial buildings for mixed use. These trends and others may encourage retail owners to explore new potential reasons to invest in their property.

Using the Branch Avenue/MD 5 corridor as a focus area for analysis, the Retail Revitalization Guide will investigate and consider these emerging trends, but it will not function as a study. Instead, this project will focus on implementation of the already-established goals, visions, and recommendations of previous plans by inspiring action from shopping center owners. The Retail Revitalization Guide will aim to inform commercial property owners about the potential financial benefits of revitalizing their properties. The Guide will seek to motivate users to take action with an interactive toolkit that will include illustrations of potential revitalization strategies, imagery of successful projects, and step-by-step recommendations for implementation.

The Retail Revitalization Guide will:

- **Communicate opportunities for revitalization** and potential returns on investment enabled by new market conditions, emerging trends, and shifting consumer preferences;
- **Present compelling successful examples** of the improvement or redevelopment of suburban strip retail properties, including local examples from within Prince George’s County, examples from the greater Washington, D.C. region and from around the country;
- **Provide an online, interactive, toolkit of improvement strategies** designed to walk a property owner through potential development scenarios for their given property typology and describe actionable steps for a property owner to identify resources, partners, and next strides toward implementation;
- **Utilize cutting-edge, web-based technology** to engage audiences and illustrate redevelopment potential of select property typologies, including a final webpage designed with parallax scrolling effects, responsive design features, and user interaction; 3D visualizations of phasing scenarios; and other methods, and;

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<sup>1</sup> Leland D. Crane, Ryan A. Decker, Aaron Flaaen, Adrian Hamins-Puertolas, and Christopher Kurz. “Business Exit During the COVID-19 Pandemic: Non-Traditional Measures in Historical Context,” 2020. <https://www.federalreserve.gov/econres/feds/files/2020089r1pap.pdf>.

- **Highlight existing resources for redevelopment projects**, including the Prince George’s County Redevelopment Authority’s Commercial Property Improvement Program and the Prince George’s County Economic Development Corporation’s Economic Development Incentive Fund, among others.

During the creation of the Retail Revitalization Guide, the selected consultant will also assist the Planning Department to:

- Further build relationships between shopping center owners and other potential redevelopment partners, and
- Create five conceptual redevelopment designs that illustrate revitalization opportunities for three different sites and demonstrate the strategies described in the Retail Revitalization Guide.

A primary goal of this project is to leverage technology to help owners visualize new opportunities for their property and inspire private entities to pursue redevelopment projects. This project also aims to encourage collaboration and partnership between potential redevelopment partners by providing step-by-step action recommendations and highlighting available resources. If successful, this project will help to implement the County’s economic development and neighborhood revitalization goals.

## **FOCUS AREA**

The recommendations included in the Retail Revitalization Guide shall be applicable to the entirety of Prince George’s County; however, additional investigation will be focused on an area that includes Branch Avenue/MD 5 from the District of Columbia border to McKendree Road. This corridor features different commercial property typologies facing a variety of challenges that have been thoroughly analyzed and studied by previous Planning Department and County efforts. Pilot projects shall be drawn from this area.

## **PREVIOUS PLANS AND STUDIES**

Plans and studies have clearly identified the need to address the state of retail centers in this area, and some plans propose specific conceptual development plans for certain retail centers.

Given the robust amount of previous analysis, this project will not prioritize nor repeat this type of study, but rather build from the findings of previous documents. The selected consultant will become familiar with plans and studies including, but not limited to:

### **2013 Prince George's County Economic Development Strategic Plan**

The 2013 *Prince George's County Economic Development Strategic Plan - The Economic Drivers and Catalysts: A Targeted Economic Development Strategy for Prince George's County, Maryland* provided recommendations to maximize the creation of new jobs in the County and diversify and grow the tax base that supports the County’s government services and quality of life. An updated Economic Development Strategic Plan is currently being developed, and the consultant shall become familiar with the updated plan if it is available when this project commences.

### **2013 *Branch Avenue Corridor Sector Plan***

The 2013 *Branch Avenue Corridor Sector Plan* thoroughly investigates the condition of retail centers at several intersections along Branch Avenue and proposed conceptual redevelopment plans for those areas. The plan seeks to create more vibrant, attractive, and sustainable communities by redeveloping underutilized retail centers into moderate-density, compact, pedestrian-friendly, transit-accessible places, each with a defined identity to foster a sense of place. The plan's primary revitalization strategies include: the reclassification of some existing commercial uses to non-commercial use in order to concentrate commercial activity around stabilized, viable centers; the creation of transit- and pedestrian-oriented centers with buildings closer to the sidewalk, shared parking that is less visible, and streetscapes and roadways that provide safer, more interesting paths for all users; and improved pedestrian and bicycle facilities to reduce dependence on auto travel and encourage a healthier lifestyle. The plan provides conceptual redevelopment plans for several retail center cluster areas, including:

- Historic Camp Springs near Allentown Road
- Clinton Commercial core at Branch Avenue and Woodyard Road
- The Beech Road area at St. Barnabas Road
- Allentown Road-Suitland Road corridors adjacent to Joint Base Andrews
- Coventry Way at Branch Avenue
- Southern Maryland Hospital Center

The plan proposes implementation steps including the selection of prioritization of catalytic projects (sites with limited assemblage requirements) and maximization of limited County resources. The plan promotes governance models for commercial districts including Community Improvement Districts, Business Improvement Districts, Community Development Corporations, and Community Land Trusts. The plan also recommends several financing incentives including payment in lieu of taxes, tax increment financing, special assessment tax financing, and County redevelopment and revitalization tax credits.

### **2014 *Approved Southern Green Line Station Area Sector Plan***

A portion of the *Approved Southern Green Line Station Area Sector Plan* focuses on retail centers along MD 5. The plan seeks to bring transit-oriented development to the four Metrorail station areas along the Southern Green Line: Branch Avenue, Suitland, Naylor Road, and Southern Avenue in order to maximize the potential for economic and community development, and identifies opportunities for infill and redevelopment, sets a vision for each station area, and makes recommendations for future land use, creation of new Transit-Oriented Development zoning districts, regional and local roadway projects, and pedestrian and bicycle facilities and outlines implementation strategies, including specific recommendations for rezoning through the approved SMA where existing zoning districts can be applied to facilitate plan implementation.

### **2014 *Plan Prince George's 2035 Approved General Plan***

The 2014 *Plan Prince George's 2035 Approved General Plan* assessed existing conditions and trends to develop a "blueprint" to help the Prince George's County community achieve its long-term vision by guiding future growth, development, and public investments.



### **2015 *Prince George's County Retail Market Analysis***

The 2015 *Prince George's County Retail Market Analysis* included an inventory of retail space and analysis of retail demand throughout the County. This study found that “The challenge for retail in Prince George’s County pertains to quality more so than quantity,” (p. 1) and that the average sales per square foot of retail space in the County was lower than in other comparable counties in the region. The study found that the repetitive nature of similar retail programs “a pharmacy, beauty supplies stores, nail salons, and take-out restaurants, or an Auto Zone with barber shops, RadioShack, and a 7-Eleven” is “indicative of a retail market that has plenty of square footage, yet residents still must leave the county for shopping needs that cannot be met in their neighborhood or community,” (p. 1).

### **2016 *High-End Retail Marketability and Competitiveness Study***

The 2016 *High-End Retail Marketability and Competitiveness Study* identified priority areas in the County with strong growth potential for high-end retail. The study found that while areas outside I-495 have high enough incomes, the population density is too low to support the amount of current retail in the area. Regarding the southern part of the County along MD 5 and adjacent to Joint Base Andrews, the study found that the corridor is over-retailed, with too many small centers and no anchors to draw traffic and suggested that the performance of some retail centers would improve if some of the lowest-performing retail in this area was repurposed into non-retail land uses. The study specifically identified that Andrews Manor Shopping Center along Allentown Road is in disrepair and in need of revitalization. The center’s location near the main gate of the Joint Base Andrews Center may allow for revitalization and re-tenanting efforts.

### **2017 *Competitive Retail Market Strategic Action Plan***

The 2017 *Competitive Retail Market Strategic Action Plan* provides an evaluation of existing retail in Prince George’s County and proposes tools for guiding development to target future growth in areas that will attract high-quality retailers while maintaining or improving the quality of existing retail centers. This study found that the County has a surplus of retail space, primarily located in older shopping centers, whose location and characteristics are unlikely to attract the types of tenants for which there is unmet retail demand. It proposes to focus new retail investment on no more than three to four target areas with future development potential and the unique attributes to attract the variety and quality of retailers that the County desires, and which its current and future residents and employees will demand.

Regarding older, weaker retail centers, the study identifies an opportunity to repurpose or redevelop them with other uses that could better serve the local market. In some cases, this may present the opportunity to reshape auto-oriented shopping centers into more vibrant mixed-use districts or other nonretail uses. The study proposes that reducing excess retail supply by repurposing or redeveloping the troubled centers will boost the performance and retail market competitiveness of the centers that remain and position them to better serve local market demand. The study identifies that the County should expand its arsenal of small business development tools and encourage property owners to redevelop their properties.

## **2019 *Housing Opportunity for All: Prince George's County Comprehensive Housing Strategy***

The *Comprehensive Housing Strategy* (CHS) for Prince George's County identifies housing challenges, assets, and opportunities; defines the community vision for housing; and provides a plan of action to solve those challenges and carry out that vision over a ten-year period. The goals of the CHS are to support existing and long-time residents that are at risk of displacement, attract new residents, and build on strategic investments and submarket conditions including Transit-Oriented Development (TOD) areas.

## **2020 *Prince George's County Business Improvement District Toolkit***

The 2020 *Prince George's County Business Improvement District Toolkit* aims to guide local stakeholders—including County Council members, County staff, community development corporations, property owners, and business owners—in navigating the formation of business improvement districts (BIDs), with special attention paid to the Maryland and Prince George's County contexts. A BID is an economic development tool that allows a geographic cluster of commercial property owners to collectively invest in activities that improve economic vitality. Although BIDs have been tested and proven in markets across the country, no BIDs currently exist in Prince George's County. This toolkit walks through the technical details of how to legally establish and operate a BID and hopes to then position these BIDs to achieve and sustain local economic development goals.

## **2021 Countywide Map Amendment**

The Planning Department has passed a Countywide Map Amendment to reclassify all real property within Prince George's County (except the City of Laurel, which controls its own zoning) into the new zone classifications contained within the County's 2018 Zoning Ordinance. These zones are intended to implement the recommendations of Plan 2035 for designated Centers and to facilitate greater opportunities and flexibility for a range of uses. Many of the retail commercial centers on which this project focuses will be reclassified into the new CGO (Commercial, General and Office) Zone. The purposes of the CGO Zone are to: provide lands for a diverse range of business, civic, and mixed-use development, typically at or near major intersections where visibility and good access are important, in a form that supports connections and a balance between automobile access and pedestrian friendliness; incorporate development with multiple uses, shared parking, and coordinated signage and landscaping; and accommodate higher-density residential uses as part of vertically or horizontally mixed-use development. The consultant shall become familiar with the new zone classifications,. Current Prince George's County zoning can be found at <http://zoningpgc.pgplanning.com/>

## **Prince George's County Cultural Arts Study**

The Prince George's Cultural Arts Study is a collaboration with the Prince George's County Department of Parks and Recreation (DPR) and The Prince George's Arts and Humanities Council to develop strategies and recommendations for integrating cultural arts activities into the County's economic development and land use planning strategies.

## **2021 *Population, Housing, and Economic Survey of Prince George's County***

The Population, Housing, and Economic Survey covers data on population, housing, social, and economic data for Prince George’s County for 2010–2019. The report offers raw data with accompanying tables and occasional graphs or charts to show and analyze changes or trends in the data over the years and how they are reflected in the County, all drawn from reliable and authoritative data sources. Other publications and data

Additional publications and documents that may serve as resources can be accessed at [http://mncppcapps.org/planning/publications/al\\_list.cfm](http://mncppcapps.org/planning/publications/al_list.cfm). The Maryland-National Capital Park and Planning Commission also has over 250 GIS layers available. Access to the necessary GIS data will be granted to the consultant through the Planning Department’s Open Data port at <https://gisdata.pgplanning.org/opendata>.

## **MAJOR COMMUNITY PLANNING ISSUES**

The selected consultant shall consider the following major community planning issues while creating the Retail Revitalization Guide, in addition to other issues identified by the Planning Department or stakeholders as the project progresses.

### **The Impact of Covid-19 and the Future of Retail**

The COVID-19 pandemic in the United States accelerated the “retail apocalypse:” the decline of brick-and-mortar retail shopping in favor of online shopping. The e-commerce share of total global retail sales increased from 7.4% in 2015 to 18% in 2020 and this share is expected to continue rising<sup>2</sup>. After the onset of the pandemic and quarantine guidelines, the number of working business owners decreased from 15.0 million in February 2020 to 11.7 million in April 2020<sup>3</sup>. Many businesses have invested more in automation and hybrid digital/in-person business models in part due to the pandemic, and retail jobs are likely to become further endangered if retail automation continues to increase. Although some small businesses may recover over the coming years, the lasting impact of the pandemic is not yet known.

COVID-19 also led to an explosion in remote working for many white-collar employees, which has lowered the demand for downtown office space in urban cores while also giving those employees more flexible work schedules. New trends in teleworking are expected to decrease demand for restaurants and retail in office-dominated downtown areas, while at the same time supporting new in-person retail growth closer to where people live, in both urban and suburban neighborhoods. The full impact of the pandemic is unknown, but it can be expected that brick and mortar retail will change significantly in coming years.

### **Health- and Wellness-Oriented Neighborhoods and Corridors**

The 2013 *Prince George's County Economic Development Strategic Plan* establishes the health services sector as a strategic focus and economic driver for the County. The growth of the County’s health services sector is exceeding that of the nation’s and is creating a range of new jobs. The expansion of the

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<sup>2</sup> E-Commerce Share of Total Global Retail Sales from 2015 to 2024.” Statista. Statista, January 2021. <https://www.statista.com/statistics/534123/e-commerce-share-of-retail-sales-worldwide/>.

<sup>3</sup> Fairlie, Robert. “The Impact of Covid-19 Restrictions on Small Businesses in the US.” *Evidence-Based Policy Making*. October 26, 2020. <https://wol.iza.org/opinions/impact-of-covid-19-restrictions-on-small-businesses-in-us>.

health industry presents an opportunity to replace vacant or struggling storefronts with medical office space, health clinics or other healthcare uses. It also suggests an opportunity to create medical innovation areas or corridors that connect large anchor institutions (for example, Medstar Southern Maryland Hospital Center) and smaller wellness-oriented neighborhoods and destinations. Mental and physical health and wellness are increasingly priorities for many Americans, and new mixed-use redevelopment may prove attractive by focusing on the themes of walkability, outdoor green space, wellness-oriented programming, and community-building events.

### **Placemaking and Place Management**

Today's consumers have higher standards for retail destinations than outdated shopping centers can sometimes accommodate. The tenets of contemporary placemaking provide guidance to help create unique, attractive, and comfortable places that continuously attract consumers. One strategy to do this is to include a mix of uses in a property or district, including housing, if the property is zoned for a mix of uses. The County needs to produce more housing to meet growth projections, and the Planning Department's new Missing Middle housing initiative is evaluating the demand and opportunity for new, multi-unit housing types that are compatible with smaller-scale, walkable neighborhoods. In addition to housing, adding offices, live-work spaces, and/or coworking spaces can help bring activity into a partially empty commercial retail center during the day.

Another tenet of contemporary placemaking is to offer experiences in addition to consumer goods, which helps attract consumers who may have otherwise shopped online. Restaurants, public open spaces, community centers and other third places<sup>4</sup> help attract and retain patrons, as does programming such as outdoor events and community gatherings. To help curate and maintain a sense of destination, many businesses in the region participate in partnerships such as business associations or business improvement districts (BIDs) that hire staff to manage branding, advertising, events, and other efforts.

### **Supporting Local Entrepreneurs and Artists**

Single-tenant former retail spaces can be converted into incubator spaces for small startups, for example, food halls and indoor markets with multiple small vendors. These layouts offer lower entry costs to launching a new business and can provide a built-in audience for new entrepreneurs. Additionally, flex spaces that can shift from daytime use (for example, a coffee shop) to evening use (for example, a dance hall) are increasingly popular. The County is also home to numerous local artists and cultural organizations, some of whom are engaging in efforts to redefine vacant or underutilized spaces that need investment (for example, Creative Suitland), and these creative individuals and groups should be empowered to assist in revitalization.

### **Partnerships**

This project should explore various options and precedents for partnerships between property owners and developers, lenders, universities, nonprofit organizations, government entities and other partners; various partnership structures may be appropriate for different scenarios.

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<sup>4</sup> A "third place" is a social surrounding separate from the two usual social environments of home ("first place") and the workplace ("second place").

Public investment can serve as a catalyst and driver for redevelopment, and public entities should be considered as potential anchor institutions in areas where no commercial anchor is appropriate. Capital projects planned for the future in the County’s Capital Improvement Program may provide opportunities for public institutions to serve as new anchors for revitalized retail centers (for example, new libraries, schools, recreation facilities, parks, et cetera.).

## **Green space**

Retrofitting retail properties to include additional green space not only attracts potential customers but also helps the County achieve its sustainability and climate adaptation goals. Parks, playgrounds, trails, courts, and other public outdoor gathering places can improve retail performance: according to one study, a 1 percent increase in time spent in retail green space results in a 1.3 percent increase in retail sales.<sup>5</sup> Improving tree canopy coverage and adding landscape plantings can not only beautify a property, but also help manage stormwater, reduce the heat island effect and flooding, and increase visitor comfort. Green space can serve as an “invisible anchor” in areas without a strong retail anchor and connecting to regional trail networks and open space networks can attract even more users.

## **4.3 SCOPE OF WORK**

### **A. Intent**

To accomplish the objectives of this project, the department is soliciting proposals from a multi-disciplinary consulting firm or consultant team with expertise and experience in a variety of planning services and digital content creation to support the development of the Prince George’s County Retail Revitalization Guide. These planning services include but are not limited to: real estate development; architecture, landscape architecture, and urban design; design visualization; scenario planning; graphic design; website design; web application engineering; marketing; government operations; and environmental design. Previous experience in Prince George’s County, the greater Washington, DC region and comparable jurisdictions throughout the United States is preferred

### **B. Task**

Upon receipt of Notice to Proceed, the successful consultant shall perform the following nine tasks defined below and accomplish the task deliverables described therein. Task deliverables deadlines are set forth in the next section. Alternative approaches to the study or methodologies to achieve the project goals are permitted; however, such alternative approaches or methodologies must achieve the identified tasks, and deliver the required content described within this RFP.

As part of project coordination, it is anticipated that the successful consultant team will participate in at least one monthly meeting with the Planning Department’s Project Team via telephone or videoconference. There will be a minimum of 18 meetings over an 18-month schedule. The consultant team will take meeting minutes and provide them to the Planning Department’s Project Team. Within seven calendar days of each project team meeting, the consultant will deliver to the Planning

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<sup>5</sup> Brinkerhoff-Jacobs, Julie. “Open Space: The Invisible Anchor.” *Leading The Way Through The 21st Century Shopping Center Business* 23, no. 10 (February 2019): 63–64.

Department project team a written document in Microsoft Word format of the minutes from the meeting, including agenda items, decisions made, issues raised, discussion points, next steps, tasks, deadlines, list of participants, etc.

Specific tasks are as follows:

### **TASK 1: KICK-OFF / ORIENTATION MEETING**

The Planning Department Project Manager shall schedule the Project Kick-Off Meeting in coordination with the successful consultant. The successful consultant shall attend, in-person or virtually, a Project Kick-Off Meeting with the project team to clarify and agree upon the project goals and the successful consultant's tasks, deliverables, and timeline. The Planning Department's Project Manager will introduce the project team and provide an overview of the resources that will be made available to the successful consultant. A memo will be prepared by the consultant subsequent to Task 1.

#### *MEETING 1: KICK-OFF MEETING*

##### **Deliverable 1: Kick-off Memorandum**

The consultant shall submit a memorandum within ten business days following the Project Kick-Off Meeting for review, comment, and approval by the Planning Department. The memorandum shall include a summary of the kick-off meeting and a revised project schedule.

##### **Task 2: Driving Tour of the Focus Area**

The Planning Department Project Manager shall schedule a driving tour of the Branch Avenue corridor with representatives from the consultant team. The dashboard tour will include stops at points of significance, including but not limited to five pilot project sites (see Task 7). The consultant team shall take photos for use in their research and future deliverables.

#### *MEETING 2: DRIVING TOUR*

##### **Deliverable 2: Site Photos**

The consultant shall provide narrative and observations of the tour and upload site photos to a shared project folder within 10 calendar days after the driving tour.

##### **Task 3: Stakeholder Engagement**

The Consultant (and Planning Department staff) shall meet (in person or virtually) with major property owners, developers, retail tenants and/or other key stakeholders to identify major concerns, outstanding issues, barriers, and desires relating to the development/redevelopment of retail centers within the County, particularly within the focus area. The consultant shall also engage with property owners who have previously pursued redevelopment projects in order to obtain testimonials and quotes. Planning Department staff will identify interviewees and assist the consultant in scheduling these interviews. The goal of this engagement will be to hone the usefulness and effectiveness of the final deliverable for this stakeholder audience, and to collect testimonials from people who have taken advantage of development incentives or otherwise completed successful projects in the County.

Interviews shall be recorded with video and audio. A written summary and audio/video files from each meeting shall be provided to the Planning Department project team. These meetings shall include, but may not be limited to:

- Meeting(s) with the following County Councilmembers. These meetings may be combined into one meeting if scheduling permits:
  - A meeting with the County Councilmember(s) and staff from District 7
  - A meeting with the County Councilmember(s) and staff from District 8
  - A meeting with the County Councilmember(s) and staff from District 9
  - A meeting with the At-Large County Councilmembers
- A meeting with representatives from the Prince George's County Redevelopment Authority
- A meeting with representatives from Prince George's County Economic Development Corporation
- A meeting with representatives from the Prince George's County Executive's Office
- Meetings with at least five property owners within the study area
- Meetings with at least five real estate development companies focused on redevelopment of underutilized property, including those who have successfully completed projects in Prince George's County
- At least five additional interviews or meetings with additional stakeholders identified by the Planning Department

### **Deliverable 3.1: Stakeholder Interview Summaries**

Within seven calendar days of each stakeholder meeting/interview, the consultant will compile interview responses and/or meeting minutes and summarize key points and findings and deliver them to the Planning Department project team.

### **Deliverable 3.2: Testimonials**

After completing most of the stakeholder interviews, the consultant shall prepare a minimum of five testimonials provided during the interview, to be included in the final Retail Revitalization Guide (see Task 7). These testimonials will be included as high-resolution video and/or audio files and text in a Microsoft Word document and delivered to the Planning Department project team within one week of the final stakeholder interview.

### **Task 4: Research and Analysis**

The successful consultant shall conduct research and analysis of previous planning documents, existing conditions, current trends, and future projections related to suburban commercial land use in Prince George's County and the focus area. The goal of this research will be to understand past efforts to improve retail properties (particularly those that fall outside of the Regional Transit Districts and Local Centers established by *Plan 2035* in order to evaluate areas that may be less likely to experience significant investment or may not yet be subject to focused planning); analyze barriers to the implementation of previous planning recommendations; evaluate current market conditions; and provide projections for how future trends may impact barriers and opportunities for the improvement and/or redevelopment of retail centers.

The consultant shall prepare a “Past Efforts, Present Conditions and Future Projections” report. This report will cover the topics of:

### **Economic and Market Analysis**

- Analysis of previous economic and retail studies completed by the County and a summary of major findings and relevant recommendations.
- A summary analysis of existing commercial and retail properties within the focus area, including but not limited to total retail square footage, vacancy rates, gross rents.
- An inventory of existing businesses in the focus area including business type, building from the data collected in the Department’s 2014 Inventory of Shopping Centers, Appendix D of the [Prince George’s County Retail Market Analysis](#).
- Discussion of retail market opportunities and constraints to development, including summary-level “business cases” for redevelopment of aging shopping centers, and an evaluation of external factors that may influence the market.
- Evaluation of resident spending patterns and identification of measures and marketing approaches to capitalize on the spending patterns of existing and future residents.
- Analysis of future market support for various land uses that could be encouraged by the toolkit. Determine which activities/uses are the most feasible and which face the most constraints. This analysis must take into consideration nearby competitors and amenities.
- Informed projections and potential future scenarios for retail spaces in the County given economic, demographic, and cultural trends, especially including the potential short and long-term impacts of the COVID-19 pandemic.

### **Zoning Analysis**

Analysis of how the proposed Countywide Map Amendment (CMA) to reclassify all real property within Prince George’s County Regional District into the new zone classifications contained within the County’s 2018 Zoning Ordinance will impact future development in existing commercial retail areas throughout the County, particularly within the focus area.

### **Case Study Analysis**

The consultant shall research and summarize the lessons learned from at least 15 case study examples of suburban retail redevelopment and/or improvement projects from around the country. Research may include interviews with people involved in these projects.

### **Deliverable 4: Past Efforts, Present Conditions & Future Projections Report**

The consultant shall prepare and submit a draft “Past Efforts, Present Conditions & Future Projections Report” in Microsoft Word format within four months of project initiation and schedule a meeting with the Planning Department project team to present their findings. The Planning Department staff will review and comment on the report, providing feedback within 10-15 business days.

The consultant shall revise the draft report in response to comments and suggestions from Planning Department staff, and resubmit a final report for review, comment, and final approval by Planning



Department staff within ten business days of receiving the feedback from the Planning Department project team.

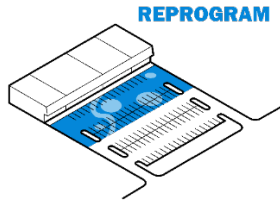
### **Task 5: Visual Catalog of Property Typologies and Development Strategies**

Based on stakeholder engagement completed in Task 3 and analysis completed in Task 4, the successful consultant shall develop a comprehensive set of typology profiles for existing shopping centers based on consistent and recurrent characteristics seen across different types of retail centers, including physical building characteristics, current economic performance, attributes of surrounding communities, and other factors. The number and specificity of typologies shall be determined by the Planning Department prior to the beginning of this task and shall not exceed 15 types.

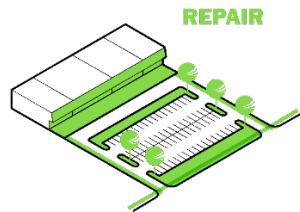
For example, one typology profile may be a pad site building with a drive-through, owned by a small limited-liability partnership that is located adjacent to similar structures along a state highway. Another typology may be a large strip retail center, owned by a large commercial real estate company. Another typology may be a series of properties adjacent to each other that would need to be assembled by a single entity before being redeveloped together. Each typology shall include a visual diagram that communicates its basic properties and a table of its characteristics.

The consultant should anticipate that any graphic and written material under this Task will become content for the online, interactive Retail Revitalization Guide (Tasks 6 and 9).

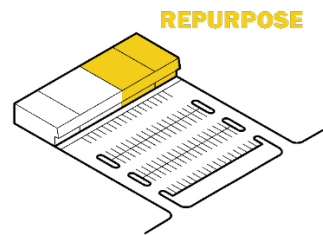
The successful consultant shall then create a catalog of the most applicable development strategy/strategies for each typology identified, including a broad spectrum of potential revitalization methods including, but not limited to, the following examples:



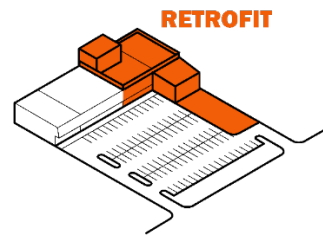
**Reprogramming:** tactical urbanism interventions, including temporary events, murals and art installations, pop-up markets, landscape improvements, et cetera.



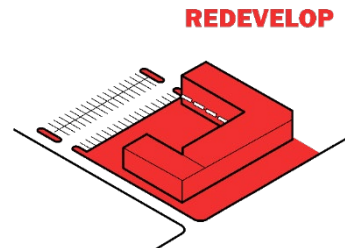
**Repairing:** improvements to existing infrastructure and buildings, including landscape improvements, façade improvements, wayfinding improvements, building repairs, et cetera.



**Repurposing:** re-use of existing structures and infrastructure for new uses, including non-retail uses in former retail spaces.



**Retrofitting:** modifications to an existing site that require changes to the building envelope and site layout in order to accommodate new and different uses.



**Redeveloping:** complete redevelopment of a property or assemblage of properties into new buildings and open space to accommodate new uses and improve a site’s economic productivity and/or community value.

These categories should be considered as suggestions, but the consultant may develop their own categories. The consultant shall develop multiple strategies under each category. For each strategy, the consultant shall provide a description of the strategy, a qualitative cost-benefit analysis, a visual diagram that communicates its intent and scale of intervention, and a set of precedent examples projects that

demonstrate the success of the type of intervention. The successful consultant shall refer to previous plans and studies when compiling this list of development strategies and consider the current applicability of previous recommendations. All proposed design and develop strategies shall conform to existing zoning and any applicable design standards and/or plan recommendations.

When considering strategies that propose non-retail land uses for shopping centers, the consultant should explore creative alternatives to high-density retail, high-density housing or traditional office uses, which may not be feasible solutions in many geographies of Prince George’s County, including but not limited to: schools and after school program activities, recreation centers, food halls, last-mile distribution centers, shared office space, artist workspaces, healthcare facilities, and more.

**Deliverable 5.1: Visual Catalog of Property Typologies**

The consultant shall compile the list of property typologies into a Microsoft Word document and .zip file containing graphic diagrams and high-resolution (at least 300 dpi) images. The consultant shall deliver this to the Planning Department project team within six months of project initiation and schedule a meeting with the Planning Department project team to present their findings. The Planning Department staff will review and comment on the deliverable, providing feedback within 10-15 business days. The consultant will incorporate this feedback and deliver a final deliverable to the Planning Department project team within ten business days of receiving the feedback from the Planning Department project team.

**Deliverable 5.2: Visual Catalog of Development Strategies**

After this, the consultant shall deliver a draft catalog of development strategies in a Microsoft Word document, a .zip folder containing high-resolution images and diagrams, and a summary PowerPoint presentation within seven months of project initiation and schedule a meeting with the Planning Department project team to present their findings. The Planning Department staff will review and comment on the deliverable, providing feedback within 10-15 business days. The consultant will incorporate this feedback and deliver a final deliverable to the Planning Department project team within ten business days of receiving the feedback from the Planning Department project team.

**Task 6: Wireframe and Draft Retail Revitalization Guide**

The consultant shall prepare a wireframe outline of the Retail Revitalization Guide web application. The wireframe will function as an illustration of how the interactive features of the final product will function.

The Retail Revitalization Guide web application shall be a webpage utilizing parallax scrolling effects, responsive design features, and user interaction to visually present the findings and materials generated in previous tasks. The application must be a fast-loading page designed with a balance of text and graphics. The application must meet accessibility requirements under the Americans with Disabilities Act and shall be designed to comply with all federally mandated accessibility requirements. The application must be compatible with all major browsers, including Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari. It must include an analytic tool to track visitor statistics. This web application may be drafted and hosted on an external server during development and internal review but must ultimately be hosted on the Planning Department’s

application server and either linked to from within the Planning Department’s current content management system or embedded within the Planning Department’s website, [www.pgplanning.org](http://www.pgplanning.org), [upon project completion](#). The application must utilize a content management system that will allow real-time updates should the need arise in the future.

The intended audience of the Retail Revitalization Guide shall be stakeholders who would be responsible for improving or redeveloping retail property, including primarily property owners but also developers, County agencies, nonprofit institutions, and others. A primary objective of this page will be to increase user engagement with the consultant’s findings and recommendations.

Examples of the type of effects and interaction expected from the successful consultant include, but are not limited to, those found on these websites:

- <https://thefutureoffice.com/>
- <https://safe-haven.net/>
- <https://qodeinteractive.com/catalog/>
- <https://impact2020.edf.org/>

The wireframe shall demonstrate how the Retail Revitalization Guide webpage shall:

1. Summarize the trends and drivers that create new opportunities for redevelopment of shopping centers, and the business case for pursuing development (as identified in Task 4)
2. Present the testimonials of people who have completed redevelopment projects (collected in Task 3)
3. Allow the user to select a property typology based on various property characteristics (as identified in Task 5)
4. Based on this selection of property typology, present a selection of applicable development strategies (developed in Task 5)
5. Present a visualization of the selected development strategy applied to the selected property typology and/or a selection of applicable case studies and/or pilot projects (to be developed in Task 7).
6. Present a list of resources, a generalized development timeline, potential agency partners and next steps toward implementing the selected strategy.

After incorporating feedback from the Planning Department project team into the wireframe outline, the consultant shall create a draft version of the guide. This draft shall include a fully functional interactive webpage. The consultant shall work with Planning Department staff to test and ensure functionality of all code, design, and features on the Planning Department website.

### **Deliverable 6.1: Web Application Wireframe**

The consultant shall consult the Planning Department’s Management Services Division, Web Development Section regarding the implementation of the Retail Revitalization Guide web application prior to developing the wireframe. Based on feedback from staff, the consultant shall prepare a draft wireframe document, which shall include a blueprint of the web application structure and demonstrate the intended user experience. The consultant shall deliver this wireframe document in a Microsoft Word or PDF document for approval by Planning Department staff within seven months of project initiation.

The Planning Department staff will review and comment on the deliverable, providing feedback within 10-15 business days. The consultant will incorporate this feedback and deliver a final deliverable to the Planning Department project team within ten business days of receiving the feedback from the Planning Department project team.

### **Deliverable 6.2: Draft Web Application**

After completion of the final wireframe deliverable, the consultant shall develop and deliver a draft web application of the interactive guide, viewable within a standard internet browser, within eight months of project initiation. The consultant shall test the web application on all relevant platforms to ensure that the page works as expected.

The Planning Department staff will review and comment on the deliverable, providing feedback within ten 10-15 business days. The consultant shall incorporate this feedback and deliver an updated deliverable to the Planning Department project team within ten business days of receiving the feedback from the Planning Department project team.

### **Task 7: Pilot Project Conceptual Designs**

The consultant shall create illustrative conceptual redevelopment designs, based on the analysis and recommendations established in previous tasks, that demonstrate the value of the Retail Revitalization Guide by illustrating the potential real-world application of development strategies identified in Task 5 on five pilot project properties. The five pilot project sites shall be selected by Planning Department staff prior to the beginning of work under this task, and may include but not limited to:

- **The Shops at Iverson Mall**, an outdated mall featuring approximately 500,000 square feet of retail space. This property at the intersection of MD 5 and MD 458 will likely be sold and redeveloped or repurposed for multiple uses.
- **Marlow Heights**, an outdated open-air shopping center at the intersection of MD-5 and MD-414 that in 1957 was the largest and most expensive shopping center in the Washington, D.C. area. The 196,000 square foot Macy's at this center recently closed.
- **Toys R Us at Woodyard Crossing**, a vacant big-box store.

Each pilot project shall include:

- An analysis of development potential for each pilot site, including evaluation of market demand for retail, housing, office, medical and other uses; a list of opportunities and challenges associated with the site; a high-level pro forma and/or financial cost-benefit analysis; relevant precedent examples for the development strategy; a list of resources available to help implement the concept; and a list of potential partners and partnership structures that may be needed to advance a project on this site.
- A series of 3D images showing at least two development phasing scenarios over the existing conditions, using property typologies and development strategies established in Task 6.
- A recommended implementation roadmap, with detailed action steps for each potential project partner

## **Deliverable 7: Pilot Project Conceptual design scenarios**

The consultant shall deliver a Microsoft Word document containing the analysis and implementation roadmap for each pilot project, as well as a .zip folder containing high-resolution JPEG images of the pilot project visualizations, to the Planning Department project team within nine months of project initiation. The Planning Department project team will review and comment on the deliverable, providing feedback within 10-15 business days.

The consultant will then incorporate this feedback and incorporate a final version of the project visualizations and implementation roadmap into the draft Retail Revitalization Guide webpage created in Task 6 to the Planning Department project team within 20 business days of receiving the feedback from the Planning Department project team.

## **Task 8: Report Back to Stakeholders**

The successful consultant shall work with the Planning Department project team to schedule and host a virtual meeting to present their work and demonstrate the usefulness of the Retail Revitalization Guide to stakeholders engaged earlier in the project.

### *MEETING 8.1: VIRTUAL STAKEHOLDER MEETING*

The virtual meeting shall occur on Microsoft Teams within 11 months of project initiation. The consultant shall deliver a draft PowerPoint presentation to the Planning Department project team 15 business days before the virtual meeting. The Planning Department staff will review and comment on the deliverable, providing feedback within 5-10 business days. The consultant shall then attend and facilitate the stakeholder meeting in collaboration with the Planning Department.

## **Deliverable 8.1: Summary of Engagement**

Within 7 calendar days of the virtual meeting, the consultant shall summarize key points and feedback from the meeting and deliver them to the Planning Department project team.

## **Task 9: Final Retail Revitalization Guide**

Based on feedback received during all previous Tasks, the successful consultant shall make final changes to the Retail Revitalization Guide web application and submit all code, data, graphics, and text to the Planning Department. The application and all its contents, software and architecture shall be property of the Prince George's County Planning Department.

The consultant shall also prepare a final report to the Planning Department containing the work done in all previous tasks, including but limited to the following sections:

1. Executive Summary
2. Past Efforts, Present Conditions & Future Projections Report
3. Community and Stakeholder Engagement Summary
4. Retail Revitalization Guide Web Application
  - Development Typologies

- Retrofit Strategies
  - Implementation recommendations
5. Pilot Projects

This document shall contain the same written and visual content as the online content created in Tasks 5 and 6 and serve as an accompanying report to the interactive online guide.

#### **Deliverable 9.1 Final Retail Revitalization Guide Web Application**

The consultant shall provide all final written content, visual graphics and code associated with the web application in a format agreed upon with the Planning Department’s Management Services Division within 12 months of project initiation. The consultant shall provide technical assistance and troubleshooting for at least 90 days after the web application is published.

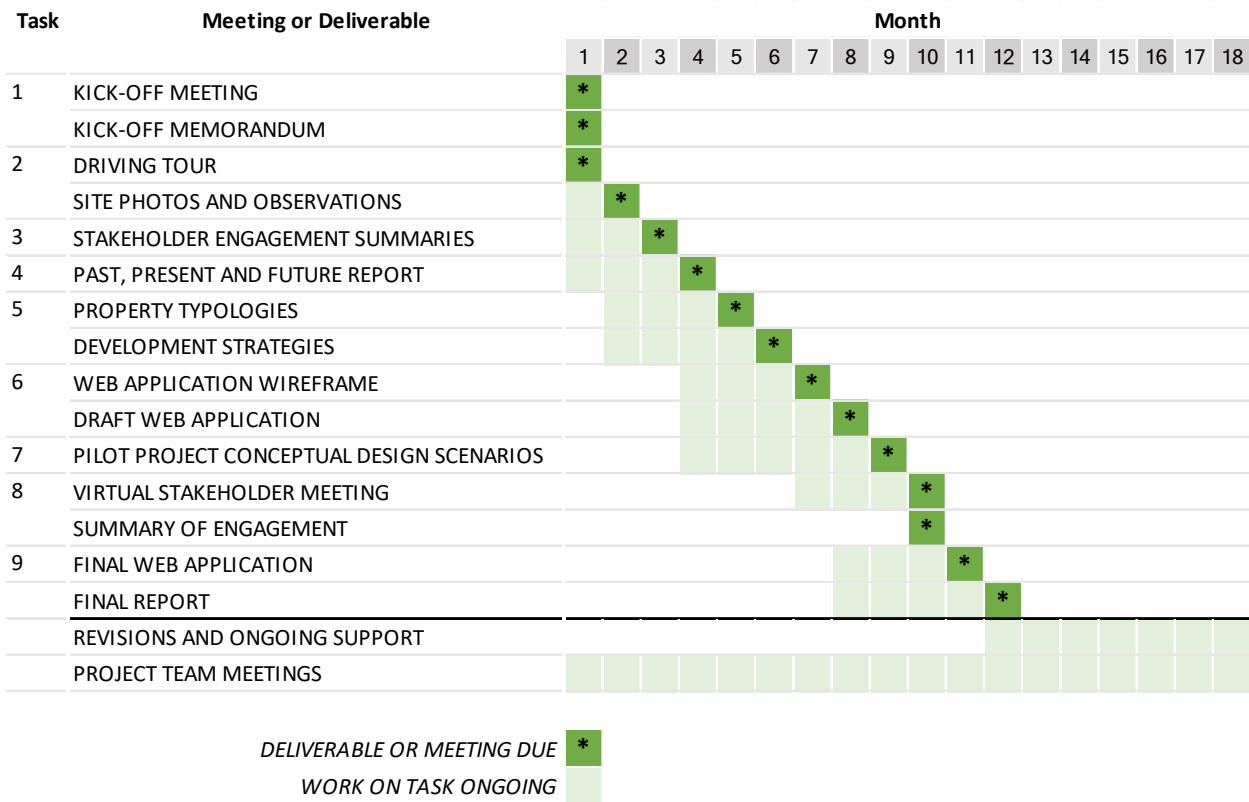
#### **Deliverable 9.2 Retail Revitalization Guide Report**

The successful consultant shall submit the draft version of the final report in Microsoft Word format and an accompanying .zip folder with all associated imagery in high-resolution formats. The final draft report shall be delivered within 13 months of project initiation for review, comment, and approval by Planning Department staff. The Planning Department staff will review and comment on the deliverable, providing feedback within five 5-10 business days. The consultant shall then revise the draft report in response to comments and suggestions from the Planning Department and resubmit for a second round of review and comment. Planning Department staff will provide feedback within 5-10 business days, and the consultant shall then provide a final product for approval, and upon approval, final draft sign-off by the Planning Department.

The successful consultant shall submit the final report according to specifications as outlined below in the “Final Report Submittal Specifications” section of this RFP by the established deadline. The final report shall be 100 percent grammatically correct, error-free, and satisfactorily reflect the Planning Department’s comments and suggestions in the draft report.

#### **4.4 DELIVERABLES AND DEADLINE**

This Scope of Services is to be completed within 18 months from the Notice to Proceed (NTP). All task deliverables must be approved by the Planning Department and are considered delivered upon approval. All deliverables should be delivered to the Planning Department Project Manager and Facilitator. Within 15 business days, the Planning Department project team will review them and provide feedback. Once feedback has been provided, the consultant should make updates within 10 business days. All successfully completed deliverables will then be forwarded to the Planning Department’s Publications and Graphics Section for final review for conformance to the Department’s style manual. The successful consultant shall be responsible for the deliverables described in the preceding section and as outlined below, and for meeting their applicable deadlines (indicative / subject to change), as indicated below:



**Anticipated dates (subject to change):**

- Deliverable 1:** Kick-off Memorandum – Month 1
- Deliverable 2:** Site Photos and Site Observations– Month 2
- Deliverable 3.1:** Stakeholder Interview Summaries – Month 3
- Deliverable 4:** Past Efforts, Present Conditions & Future Projections Report – Month 4
- Deliverable 5.1:** Visual Catalog of Property Typologies – Month 5
- Deliverable 5.2:** Visual Catalog of Development Strategies – Month 6
- Deliverable 6.1:** Web Application Wireframe – Month 7
- Deliverable 6.2:** Draft Web Application – Month 8
- Deliverable 7:** Pilot Project Conceptual Design Scenarios – Month 9
- Deliverable 8.1:** Summary of Public Meeting – Month 10
- Deliverable 9.1** Final Retail Revitalization Guide Web Application – Month 11
- Deliverable 9.2** Retail Revitalization Guide Report – Month 12

The selected consultant shall be able to begin work within five calendar days after the Planning Department issues the Notice to Proceed (NTP). The agreement will be for 18 months from the start date. The consultant shall be available for a minimum of six weeks after the submission of final deliverables to respond to additional questions/clarifications needed or to make a limit number of final revisions.



#### **4.45 EXPECTATIONS OF THE SUCCESSFUL CONSULTANT**

In advance of the Project Kick-Off Meeting with the Planning Department project team, the successful consultant shall become familiar with several background documents and information as indicated in “Previous Plans and Studies.” Other resources may be accessed at [http://mncppcapps.org/planning/publications/al\\_list.cfm](http://mncppcapps.org/planning/publications/al_list.cfm).

The successful consultant is expected to meet all deadlines for major milestones as approved by the Planning Department.

All research shall apply concepts and practices consistent with U.S. Census Bureau practices, regulations, and standards for survey methodology, data collection and statistical analysis, data validity, and products.

The Planning Department staff will assist in organizing and facilitating all scheduled public meetings. M-NCPPC will be responsible for all large volume printing as needed.

The Planning Department will assign a Project Manager to manage and direct the overall consultant effort and parallel Planning Department staff efforts to develop the sector plan and serve as the primary project point of contact. The Project Manager may delegate responsibilities to a Deputy Project Manager. The work of the overall project team will be overseen by an assigned Project Facilitator, who is usually the direct supervisor of the assigned Project Manager.

The successful consultant shall conduct communications with the Project Team as follows:

1. The successful consultant shall direct communications with the Planning Department’s Project Team through the Project Manager and Facilitator, unless otherwise directed.
2. The successful consultant shall, in addition to monthly meetings, participate in biweekly conference calls with the Planning Department’s Project Manager to discuss progress of the project and any existing and potential issues. Email is the preferred format of communication for daily or more frequent updates. However, follow-up telephone calls and/or conference calls with the project team staff members may be made when necessary. In all instances, the Project Manager and the Facilitator shall be copied on the email.
3. The successful consultant shall provide meeting notes covering important discussion points and agreed upon follow-up for review by the Planning Department’s Project Manager and Facilitator.
4. The successful consultant shall immediately notify the Planning Department’s Project Manager or Facilitator in case any emergency arises that would impact the project or when deemed necessary in order to move the project forward in a timely manner.

The successful consultant shall attend meetings as earlier indicated and as outlined below:

1. The successful consultant shall attend a Project Kick-Off Meeting with the project team. The various phases of this project will require periodic meetings with the project team to obtain input, discuss progress, or report on draft products.

2. Monthly conference calls or videoconferences to discuss project progress and issues.
3. Scheduling and location of meetings will be determined in cooperation with the Planning Department.

The Planning Department, at its sole option, has the right to change the number of meetings. All Offerors submitting a proposal for this RFP shall provide a firm-fixed unit cost for each meeting in the Pricing Schedule included herein. The Planning Department shall only be invoiced for the actual number of meetings that are held.

All presentations used stakeholder engagement and public meetings should be submitted to the Planning Department project manager for review and approval at least three business days before each engagement or outreach activity.

**PART V**  
**PROPOSAL SUBMISSION AND EVALUATION**

## **PART V. PROPOSAL SUBMISSION AND EVALUATION**

### **A. Proposal Submission**

1. Only one (1) Proposal may be submitted by an Offeror.
2. Proposals shall consist of two (2) parts: Part 1: Technical Proposal and Part 2: Price Proposal. Technical and Price Proposals shall be submitted and uploaded separately on ProcureNow (OpenGov Procurement).
3. Submit one PDF Technical Proposal and One PDF Price Proposal.
4. Submit one (1) original Price Proposal uploaded separately. No pricing information shall be included on the USB drive.
5. 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.
6. Proposals shall be concise, yet sufficiently comprehensive to set forth the Offeror's understanding of the required services. Proposals must be organized to the structure described herein.

### **B. TECHNICAL PROPOSAL**

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

#### **TAB A: Offeror Profile, Experience and References:**

Each Offeror shall provide the following information relative to the entity making the offer, or if the Offeror is proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontractor. All proposals shall include a description of the qualifications and experience of:

- 1) The Offeror and any proposed subcontractor(s) including name and business address, including telephone, facsimile numbers, web address, email address and contact name.
- 2) The Offeror's organizational structure and number of people employed.
- 3) Type of ownership and parent company, if any. Subsidiary companies shall also be identified. Provide a certificate of good standing from the State in which corporation was formed.
- 4) The Offeror's history including:

- a) Number of years in business. Indicate the year established. Include former firm names and year established, if applicable.
  - b) State in which the Offeror is organized.
  - c) Number of years of experience in providing the same/similar type of services outlined in the Scope of Work.
  - d) A brief history of the firm and summary of specialty areas. Include statement as to the Offeror's organizational experience in providing the same/similar type of services outlined in the Scope of Work.
- 5) Contact information (business name, contact name, address, and telephone number) for at least three (3) references. All references shall include the name/company, contact person, address phone number, and relative project information (location, scope, contract amount, etc.). References provided shall be for projects with the same/similar type of work outlined in the Scope of Services. The same is to be provided for any proposed subcontractors.
  - 6) Experience in Prince George's County or comparable jurisdictions in land use planning; feasibility analysis, planning, design and/or development of commercial retail or mixed-use centers; urban design, architecture and landscape architecture; community planning; and project management
  - 7) Experience in economic development; research and analysis of real estate trends redevelopment and revitalization; placemaking activities and programming; and experience in suburban shopping center adaptive reuse.
  - 8) Experience in public engagement in virtual settings; communication of planning and design concepts through innovative and appealing graphic design, 3D renderings, diagrams, animations and illustrations.
  - 9) Experience in designing visually appealing and navigation-friendly websites; using different Content Management Systems (CMS); using current web technologies and design tools including use of programming languages like HTML, XHTML, CSS, XML, Java, php, etc.; and support and troubleshooting for completed projects.

**TAB B: Key Personnel**

1. Offerors shall identify and provide the key personnel of the firm who will be assigned to perform services for M-NCPPC, and who will provide continued support throughout the duration of the Contract. Resumes shall include education, relevant qualifications, applicable certifications, years of experience, years employed at the offerors firm, past projects with the same/similar scope as described herein and dedicated percentage of time to perform on the Contract.

2. Offerors shall provide a complete staffing plan for the project including all assigned staff containing the relevant contact information. Key personnel shall be dedicated to the project. M-NCPPC reserves the right to approve, at its sole discretion, any changes in key personnel throughout the duration of the Contract.
3. The Offeror shall provide and list any proposed subcontractor(s) including name and business address, including telephone, facsimile numbers, web address, email address and contact name. Any sub-contractors proposed shall be included in the submitted staffing plan.

### **TAB C: Methodology and Project Approach**

1. The Offeror shall describe in detail their approach to achieving the objectives of the project and the completion of the requirements of the scope of work. This shall include, but not be limited to, the following:
  - a. Understanding of need (Offeror's understanding of the scope and the objectives of the project);
  - b. Methodology (detailed description of how the project requirements will be completed);
  - c. Description of key tasks (name(s) of key personnel assigned to each deliverable/task);
  - d. Proposed Schedule (including all proposed tasks, key milestones, deliverables and meetings); and
  - e. Innovative application of technology (if any).

### **Tab D: Forms**

1. The Offeror shall provide all forms required by section VI below except FORM A-Price Proposal Form which shall be included in the offerors sealed Price Proposal.
2. Offerors shall provide a written statement that they have received all addenda and provide signed addenda.

## **C. PRICE PROPOSAL**

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

1. The Offeror shall provide an itemized Project Budget, including estimated hours per task and hourly billing rates for all personnel assigned to the project. The Project budget must include an all-inclusive total lump sum fee. The quoted fee must include all incidental costs, or reimbursable expenses. The Department will not accept a separate line item for reimbursable expenses. The Consultant shall provide a breakdown of the prime consultant costs and the subcontractor costs by Tasks/Deliverables. All proposed costs (itemized costs, reimbursable expenses and total lump sum) must be all inclusive. Fee proposals shall be

guaranteed by the Consultant for a minimum of one hundred twenty days (120) days, and if awarded a contract, for the duration of the project.

2. Offeror's shall provide a schedule of additional labor categories and their associated rates to be used in additional tasks if required by M-NCPPC. Labor rates shall be fully loaded and include all wages, labor overhead (including fringe benefits), general and administrative/indirect expenses, and profit.
3. Offeror's shall provide in its Proposal a commonly accepted method to prove its fiscal integrity. The Offeror shall provide Financial Statements, a Profit and Loss Statement and a Balance Sheet, for the last two (2) years (independently audited preferred). **NOTE:** Only required for a Price Proposal that exceed \$100,000.00.

#### **D. Proposal Evaluation**

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

1. **Technical Proposals received will be evaluated by the Evaluation Committee based on the Offeror's qualifications as described in the Part V, Paragraph B, and the evaluation criteria shown below. Technical Proposals must meet a minimum of 70 points in order to proceed with the opening of Price Proposals.**
2. Price Proposals from Offerors selected to proceed to Phase II will be opened and evaluated. Price Proposals from Offerors not selected to advance to Phase II will be remain unopened. Proposals deemed non-responsive or non-responsible will not be evaluated.
3. Once the Evaluation Committee has completed its review, **the results of the Technical Proposals and the Price Proposals will be combined for a final evaluation score.**
4. The highest-ranked most responsible and responsive proposal will be recommended for award. If two (2) or more proposals are equally ranked, M-NCPPC reserves the right to select the proposal deemed most advantageous to the Commission by the Evaluation team.
5. The Commission reserves the right to award this Contract on the basis of Proposals received, with or without further discussion or negotiation.
6. Offerors may be asked to submit Best and Final Offers (BAFO) after the price proposals have been opened.
7. The Commission reserves the right to conduct interviews with proposers, and/or to request discussion or clarification of portions of the proposals.

8. All Proposers will be notified by the Commission of the final awardee(s).
9. Any qualifying conditions based on proposed modifications to the General Conditions received with a proposal may result in the proposal being deemed non-responsive/non-responsible.

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

<b>EVALUTATION CRITERIA</b>	<b>POINTS</b>
<b>Qualifications, Experience and References</b>	40
<b>Key Personnel</b>	10
<b>Project Approach</b>	40
<b>Price Proposal</b>	10
<b>Total</b>	<b>100</b>



**PART VI**  
**FORMS**

## **PART VI. FORMS**

### **ALL OFFERORS MUST SUBMIT THE FOLLOWING REQUIRED FORMS:**

1. **PROPOSAL PRICING FORM-FORM A-** Offerors shall include the Proposal Pricing Form as part of their Price Proposal. Offerors shall also provide a complete cost breakdown of all tasks as separate attachment upload to
2. **PROPOSAL DECLARATION FORM – FORM B.** The Proposal Declaration Form shall be completed in its entirety and signed by an authorized person.
3. **NONDISCRIMINATION IN SUBCONTRACTING – FORM C.** This form gives directions for documenting compliance with the nondiscrimination policy. A Nondiscrimination in Subcontracting Form must be completed and signed by an authorized person in order to be deemed responsive to this RFP.
4. **SUBCONSULTANT UTILIZATION REPORT – FORM D.** This report documents Subconsultants to be utilized for this RFP, and includes the subconsultant’s name, total sub-contract amount, and MFD status.
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 A: PRICING SCHEDULE**

The Offeror certifies that this cost proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal 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.

M-NCPPC reserves the right to award all or part of the scope of services in this RFP. Please submit separate costs for each task and deliverable.

**Consultants shall fully complete all information in the table below:**

<b>Consultant Services/Deliverables</b>	<b>All-Inclusive Proposed Costs</b>
<b>Task 1. Kickoff</b>	\$
<b>Task 2. Data Collection, Retailer Inventory, and Interviews with Business Owners and Customers</b>	\$
<b>Task 3. Evaluation of Tools to Strengthen International Retail Clusters and Minimize Disruption</b>	\$
<b>Task 4. Team Meeting</b>	\$
<b>Task 5. Assessment of Costs and Benefits of Recommended Strategies</b>	\$
<b>Task 6. Draft Report</b>	\$
<b>Task 7. Team Meeting</b>	\$
<b>Task 8. Final Report</b>	\$
<b>Task 9. Presentation</b>	\$
<b>Total:</b>	\$

<b>ALL-INCLUSIVE TOTAL LUMP SUM FEE FOR ALL ITEMS LISTED ABOVE</b>	<b>\$</b> _____
--	-----------------

**WRITTEN IN WORDS:** \_\_\_\_\_

Note: A breakdown of costs for each Task listed above shall be included. If proposal includes subcontracting for part of the work, please provide a breakdown of the prime costs and the sub-consultant costs by Task and include hourly rates.

FIRM NAME: \_\_\_\_\_

AUTHORIZED PERSON: (PRINT) \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

# FORM B-PROPOSAL DECLARATION

RFP # P42-124

## Retail Revitalization Guide

Made this \_\_\_\_\_ day of \_\_\_\_\_ 2022

By [Name of Company]

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

Business Address

\_\_\_\_\_

\_\_\_\_\_

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

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

Signature

Name & Title

\_\_\_\_\_

\_\_\_\_\_

Check one:  Individual  Partner  Officer

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

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

### Primary Point of Contact (PPOC)

Name of PPOC

Email Address

Telephone number

Fax Number

**FORM C: NONDISCRIMINATION IN SUBCONTRACTING**

RFP No. P42-124

**Business Name:** \_\_\_\_\_

**The Maryland-National Capital Park and Planning Commission**

**Nondiscrimination in Subcontracting Form**

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

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

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

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

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

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

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

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

**By** \_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_  
**Printed Name/Title**

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

**FORM D: SUBCONSULTANT UTILIZATION REPORT**

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

TYPE OF CONTRACT	NAME OF SUBCONSULTANT	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 Consultants</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> Commission 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. P42-124

#### OFFEROR AND INSURANCE AGENT STATEMENT

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

**Offeror Signature**

**Insurance Agency Signature**

**FORM F: STATEMENT OF EVIDENCE OF RESPONSIBILITY**

**RFP # P42-124**

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] (“**Consultant**”).

**WHEREAS**, the Commission issued a Request for Proposals (“**RFP**”) No. \_\_\_\_\_, dated \_\_\_\_\_, Addendum No. One, dated \_\_\_\_\_, 2020, 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 Consultant submitted a proposal (“**Proposal**”) on [DATE], offering to perform the work; and

**WHEREAS**, the Commission has determined that the Consultant 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 Consultant agree as follows:

1. **Scope of Work.** The Consultant 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 Consultant 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 Consultant.

2. **Compensation.** The Commission shall pay the Consultant 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 Consultant 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 Consultant shall commence work on the start date specified in the Notice to Proceed from the Commission.

5. **Completion of Work.** The Consultant 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 Consultant to complete the work within the specified time provided herein shall constitute a material breach of the Contract by the Consultant 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 Consultant shall comply with the Federal, State and local nondiscrimination in employment laws and regulations. The Consultant 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 Consultant shall not discriminate against any person because of race, creed, sex, age, color, national origin or disability. If the Consultant 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 Consultant ineligible for any future contracts with the Commission.

8. **Insurance.** The Consultant shall maintain, at its own expense, during the term of the Contract, such insurance as shall protect it and any subconsultant(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 Consultant 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 Consultant 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 Consultant shall indemnify, defend, and hold harmless the Commission, its officers, employees, agents and representatives, and shall require that each subconsultant 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 Consultant's or any subconsultant'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.

11. **Compliance.** The Consultant 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 Consultant 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 Consultant 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 Prince George's 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 Consultant.** The Consultant is an independent Consultant. The Consultant and the Consultant'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, Consultant 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 Consultant 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 Consultant'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 Consultant has with the Commission, including, but not limited to the right to terminate this Contract and/or any other contract the Consultant has with the Commission, whether now existing or arising in the future. Consultant expressly understands and acknowledges the Commission's rights and remedies created by this provision.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Consultant 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: \_\_\_\_\_  
Asuntha Chiang-Smith  
Executive Director

**ATTEST:**

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

