



## LEGAL NOTICE

### CITY OF NEW CARROLLTON

#### RFP-2025-08

#### Request for Proposals Parking Consultant

The City of New Carrollton is seeking proposals from qualified parking consultants to provide recommendations for various parking policies and programs within the City of New Carrollton. The consultant will be responsible for assessing the current parking situation, identifying areas for improvement, and recommending solutions to enhance the overall parking experience for residents and visitors. The RFP may be obtained from the City's website (<http://www.newcarrolltonmd.gov>), on eMaryland Marketplace (<https://emma.maryland.gov>), or in person from the City Clerk at the City Municipal Center (address noted below) after 12:00 p.m. on October 10, 2024. Vendors are responsible for checking the City's website through the closing date of the RFP for possible addenda, and then reviewing, signing and including any and all addenda in their proposal.

Proposals will be received in the Office of the City Administrative Officer at the City Municipal Center (address is noted above) in a *sealed envelope* marked: "Parking Consultant" until **2:00 p.m. on November 15, 2024**, at which time they will be publicly opened and read. Please provide one signed original proposal and two copies on double-sided paper. Proposals shall be consistent with the scope of services contained in the RFP. The City reserves the right to reject any and all proposals and to reduce or modify the scope of services

All questions or requests for clarification regarding this RFP must be received, in writing, via e-mail at [city@newcarrolltonmd.gov](mailto:city@newcarrolltonmd.gov) on or before 9:00 a.m. on October 23, 2024. Answers to all questions will be posted to the City's website no later than 11:00 a.m. on October 25, 2024.

The City encourages all minority, women, and disadvantaged business owners to submit proposals.



# *REQUEST FOR PROPOSALS*

RFP# 2025-08

Parking Consultant

New Carrollton, Maryland

DUE DATE: November 15, 2024  
TIME DUE : No later than 2:00PM

**NOTE: NO PRE-BID MEETING WILL BE HELD.**

City of New Carrollton Purchasing  
6016 Princess Garden Parkway  
New Carrollton, MD 20784  
(301) 459-6100

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## Section 1. INSTRUCTIONS TO BIDDERS<sup>1</sup>

**1. BIDS/PROPOSALS:** The RFP, including instruction forms and specifications, may be obtained from the City's website (<http://www.newcarrolltonmd.gov>), on eMaryland Marketplace (<https://EMMA.maryland.gov>), or in person from the City Clerk at the City Municipal Center (address noted below) after 12:00 p.m. on October 10, 2024. City Municipal Center, 6016 Princess Garden Parkway, Maryland 20784. Sealed bids will only be accepted by the City if submitted in accordance with these instructions, the General Conditions and any other attached bid documents.

**2. QUALIFICATIONS OF BIDDERS:** The City may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services requested and the Bidder shall furnish to the City all such information and data for this purpose that the City may request. The City reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract.

**3. REQUIRED ATTACHMENTS TO BIDS:** Each bid shall be accompanied by the following which are attached herewith:

- a. Notarized affidavit (non-collusion oath) executed by the Bidder, or if the Bidder is a corporation, executed by a duly authorized representative of the corporation;
- b. Vendor responsibility form; and
- c. Equal Opportunity Employer form.

**4. ACCEPTANCE OR REJECTION OF BIDS RESERVATIONS:** The City will accept or reject bids within thirty (30) days of the date set for opening bids. The City reserves the right to reject or accept any or all bids or portion(s) thereof where such rejection or acceptance would, in the City's sole and absolute discretion, be in the best interest of the City, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits, budget and scheduling constraints.

**5. NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:** The successful Bidder agrees to sign a contract in substantially the same form as that included in the Request for Proposals (except that certain additional provisions may be required of non-corporate contractors pertaining to their status as sole proprietorships or partnerships and their workers' compensation coverage) binding it to the terms of this bid as set forth in the legal notice inviting proposals and the bid

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<sup>1</sup> Herein, bidder shall refer to anyone or any entity submitting a response to a request for proposals or invitation to bid by the City of New Carrollton. Furthermore, wherever the term "bid" is used it shall also refer to "proposal" where the circumstances dictate.

documents and any addenda thereto, immediately upon notice of award. Failure of the Bidder to do so may result in the loss of its award of the contract.

**6. BID WITHDRAWALS:** Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw its bid for a period of thirty (30) days after the opening of bids.

**7. ADDENDA:** Any addenda issued after the invitation to bid or request for proposals and before the opening of bids shall be covered in the proposals submitted, and in closing the contract they shall become a part thereof.

**8. SPECIFICATIONS/CONTRACT DOCUMENTS:** Bidders must examine the specifications and Contract Documents carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications or Contract Documents, inquiry shall be made of the City before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

- A. All references to “proposals” and “bids” shall mean the documents submitted by persons or entities in response to a Request for Proposals issued by the City of New Carrollton. All references to “bidder” shall mean the persons or entities that respond to the Request for Proposals issued by the City of New Carrollton.
- B. Proposals/bids must be on the attached forms, which shall be filled out completely stating the price for each item and shall be signed by the Bidder, with his full name and business address. Each proposal shall be enclosed in an opaque envelope and marked "**Parking Consultant**". Proposals can be mailed to the City Clerk, City of New Carrollton, 6016 Princess Garden Parkway, New Carrollton, Maryland 20784.
- C. A copy of the Project Description, Bid Forms, and related Specifications will be available between 8:30 AM and 4:30 PM from the City Clerk at the New Carrollton City Hall, 6016 Princess Garden Parkway, New Carrollton, Maryland or on the City’s website ([www.newcarrolltonmd.gov](http://www.newcarrolltonmd.gov)).
- D. Examination of Site and Data. Each Bidder shall examine the specifications carefully and shall visit the site of the contemplated work, and shall familiarize himself thoroughly with all conditions of the contemplated work. Each Bidder shall comply with all terms of the RFP included in the package of information provided by the City.

## Section 2. RFP SUBMISSION REQUIREMENTS

Proposals must provide the following information:

1. **Prime Contractor:** Firm name, primary contact with address, phone number, cell phone number and email address. Provide a company profile and years of business experience.
2. **Project Manager:** Identify the Project Manager. Include experience with proposal. Include the same contact information for the Project Manager as is required of the Prime Contractor.
3. **Subcontractors (if any):** A list of all firms who may be used as subcontractors for this project. Include information relating to the experience of each firm identified and their role in the project. Subcontractors shall have a minimum of five (5) years performing the services requested.
4. **Project Understanding:** A detailed description of the firm's understanding of the project and scope of the work to be performed.
5. **Project Schedule:** A project schedule showing key milestones, decision points and other client/contractor interactions. **NOTE: ALL SERVICES REQUESTED HEREIN SHALL BE COMPLETED WITHIN FIVE REGULAR WORKING DAYS OF THE DATE OF COMMENCEMENT OF THE SERVICES. SERVICES SHALL COMMENCE WITHIN ONE WEEK OF AWARD OF CONTRACT.**
6. **Proposed Cost:** Please provide a per-task and total price for the proposed work and include the cost for work during business hours and cost for after business hours. Business hours shall be Monday through Friday 8:00am-5:00pm.
7. **Comparable Projects:** A summary of at least two projects similar in size and scope undertaken by the Prime Contractor, with the name and contact information of the lead individual on each project.
8. **References:** Three references, with the company name, contact name, postal mailing address, phone number, and e-mail address of clients for which the company has provided similar services of a similar magnitude. Include references for any subcontractors.

### RESPONSE DEADLINE

All questions or requests for clarification regarding this RFP must be received, in writing, via e-mail at [city@newcarrolltonmd.gov](mailto:city@newcarrolltonmd.gov) no later than 9:00 a.m. on October 23, 2024. Answers will be uploaded to the City's bid website no later than 11:00 a.m. on October 25, 2024. Bidders are expected to retrieve answers from the City's website and to include all questions and answers as an appendix in their proposal and to address any issues raised thereby in their proposal. Proposals are due at the Office of the City Administrative Officer, 6016 Princess Garden Pkwy, New

Carrollton, Maryland 20784 by **2:00 p.m., November 15, 2024.** Proposal envelopes should be sealed and marked “Parking Consultant.”

**PROJECT SCHEDULE**

RFP Released	October 10, 2024 at 12:00 p.m.
Questions Due:	October 23, 2024 at 9:00 a.m.
Q&A Posted:	October 25, 2024 at 11:00 a.m.
Receipt of Proposals:	November 15, 2024 at 2:00 p.m.
Award of Contract (Council meeting):	December 18, 2024 at 7:00 p.m.

**SCHEDULE OF RATES**

Proposed hourly rates shall be in effect for the term of the Contract.

**EXECUTION OF CONTRACT**

The successful bidder is expected to sign a contract in substantially the same form as that included in this RFP.

**PUBLIC ACCESS TO RESPONSES TO RFP**

Procurement information, including responses to RFPs, shall be a public record to the extent provided in the Maryland Public Information Act, Md. Ann. Code, General Provisions Article, Title 4 “Public Information Act”, and shall be available to the public as provided in such statute. Should a bidder or offeror contend that their proposal or a portion thereof contains confidential information, they should clearly identify which portion of their proposal should be treated as confidential and state the reason why it is confidential citing to the applicable provision(s) of the Maryland Public Information Act and decisions interpreting the Act. Bidders shall not make blanket assertions that the entirety of their submission is confidential. The City reserves the right, within the parameters of the Act, to determine that an item does not meet the appropriate criteria to be considered a confidential item and will so inform the bidder in writing of its determination.

***END OF THIS SECTION – RFP CONTINUES ON NEXT PAGE***

### **Section 3. SCOPE OF SERVICES**

**The City of New Carrollton is seeking proposals from qualified parking consultants to provide recommendations for various parking policies and programs within the City of New Carrollton. The consultant will be responsible for assessing the current parking situation, identifying areas for improvement, and recommending solutions to enhance the overall parking experience for residents and visitors.**

1. Conduct a comprehensive assessment of the current parking situation in the City of New Carrollton, including inventory of existing parking facilities, utilization rates, and parking demand.
2. Review existing parking policies and regulations, enforcement mechanisms, and permit programs.
3. Evaluate the effectiveness of current parking programs, including the City's current Parking Enforcement program and parking technology solutions.
4. Identify areas for improvement and develop recommendations for implementing new parking policies and programs to address parking challenges and improve overall parking management.
5. Provide a detailed report outlining findings, recommendations, and implementation strategies for each recommended parking policy and program.

### **PROPOSAL REQUIREMENTS**

1. Qualifications and experience of the consulting firm, including relevant experience working on parking projects for municipalities.
2. Proposed approach to conducting the assessment and developing recommendations for parking policies and programs.
3. Proposed timeline for completing the assessment and delivering the final report.
4. Fee schedule for services, including any additional costs for travel or other expenses.
5. References from previous clients for similar parking projects.
6. Leverage their expertise in redesigning public infrastructure to make places more walkable, bikeable, and sustainable to develop a holistic redesign of our streets and sidewalks to create a safer and healthier community that reflects the feedback received from the community. The city will use that plan to apply for infrastructure money from the bipartisan infrastructure legislation.
7. Substantively engage the community through in-person, virtual, survey, and any other recommended means, to get the community's opinion as to what it would like to see in a holistic redesign of our streets, that improves the health and safety of all residents.



**POTENTIAL DESIGN IDEAS**

This list is just some examples; we expect consultant to use expertise to provide solutions as well)

- Slowing traffic speeds.
- One-way streets or narrowing of streets that could enable expanding tree boxes to enable planting larger shade trees and/or installing bike lanes.
- Encouraging walking/biking over cars.
- Curb bump outs to narrow streets (to slow speeds) and capture stormwater.
- Traffic patterns that make sense in light of regional traffic patterns yet cuts down on speeding/cut throughs through town.
- Streetlighting that is better for insects/night sky but that also ensures safety.

**SECTION 4. Proposed Project Cost – Not to Exceed Amount**

**SECTION 5. Evaluation**

The City will review and evaluate all Proposals received in response to this RFP, using the criteria set forth in City Code, Sec. 27-8.K. Each proposal will be analyzed to determine the overall responsiveness and qualification under the RFP.

Based on the City’s review, proposals may be further evaluated through vendor discussions. Discussions may cover cost, methods, and other relevant factors.

The City of New Carrollton reserves the right to award contracts to more than one vendor if it deems it to be in the best interest of the City to do so.

Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful vendor(s), all vendors will be notified in writing of the selected firm.

## **SECTION 6. General Terms and Conditions**

### **1. RESERVATIONS:**

- a. The City reserves the right to waive formalities or technicalities in bids as the interests of the City may require.
- b. The City may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- d. The City reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the City may require.
- e. The City reserves the right to purchase additional like units at the same unit cost.
- f. If in the City's judgment, the City's best interest will be served by doing so, the City reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.

**2. DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the City shall be final and binding on both parties.

**3. COMPLETION OF WORK:** The Contractor shall complete the work that is the subject of the request for proposals as required by the terms of the request for proposals. If the Contractor is delayed at any time in the delivery of the products by any act or negligence of the City, or by any act or negligence by separate contractor employed by the City, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, the City shall decide the permissible extent of such delay

**4. FAILURE TO DELIVER:** In the event the Contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the contract, then the City will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the City as a result thereof.

**5. INSURANCE:** The Contractor shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the City from any and all Workers' Compensation claims and from any other claims for loss or damages or for general injury or damage to property which may arise from Contractor's operations under the contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of Insurance shall be on an occurrence's basis. **The Contractor shall name the City as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage**

**to the City upon signing the contract.**

a. **Comprehensive Liability Insurance:** Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the City; NOT for supply only Contracts ) Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage/ Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply.

b. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

- (1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
- (2) Property damage liability with a limit of \$100,000 each accident.

c. **Workers' Compensation:** Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the City deducting from each payment made under this contract, to the Contractor, a pre-determined percentage to defray coverage costs of the City. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation.

**6. INDEMNIFICATION:** The Contractor will be required to indemnify, defend and hold the City harmless against any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the Contractor or any of its agents, servants, or employees. This indemnification shall include reasonable fees incurred by the City in connection with such claim or liability.

**7. TESTING AND INSPECTION:** The City has the right to inspect and test all services and materials called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the City may require the Contractor to perform the service again or provide a replacement product in conformity with contract specifications, at no increase in contract amount.

**8. PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall be required to provide, at its expense, a performance bond in the amount of 50% of the contract amount and a payment bond in the amount of 50% of the contract amount to ensure the satisfactory completion of the work for which the contract is awarded. Both the performance and payment bonds shall be posted prior to any work commencing on the project.

**AMERICANS WITH DISABILITIES ACT CERTIFICATION**

1. The Americans with Disabilities Act (“ADA”) prohibits discrimination against qualified individuals with disabilities in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

2. The City has published a statement to its employees that it does not discriminate in employment on the basis of any disability covered by the ADA and that such discrimination is prohibited in the City’s workplace. The City has also communicated to its employees the actions that may be taken against them for violation of this policy.

3. The Contractor is required to advise every employee of his or her rights under the ADA, including his or her right to be free from unlawful employment discrimination based on a covered disability.

4. It is further required of the Contractor that all employees working under this Contract, as a condition of employment under this Contract be advised, in writing, that they must abide by the terms of the ADA.

Bidder: \_\_\_\_\_ (Print Name of Firm)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_ (Signature of Person Authorized to Sign Bid)

\_\_\_\_\_ (Print Name and Title of Person  
Authorized to Sign Bid)

## **DRUG FREE WORKPLACE CERTIFICATION**

1. The City has published a statement to its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace. The City has also communicated to its employees the actions that will be taken against employees for violation of this policy.
2. Further, the City also informs employees of the dangers of drug abuse in the workplace; the City's policy of maintaining a drug free workplace; drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. The Contractor is required to give any employee to be engaged in the performance of this contract a copy of the statement that "the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the City's workplace".
4. It is further required of the Contractor that all employees working under this Contract, as a condition of employment under this Contract be advised, in writing, that they:
  - a. must abide by the terms of this statement; and
  - b. must notify their employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. The Contractor must notify the City in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Contractor must take one of the following actions, within 30 calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is convicted of a criminal drug statute:

- a. Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Contractor must make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Bidder: \_\_\_\_\_ (Print Name of Firm)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_ (Signature of Person Authorized to Sign Bid)

\_\_\_\_\_ (Print Name and Title of Person Authorized to Sign Bid)

**VENDOR RESPONSIBILITY FORM**

1. Summarize briefly your experience in providing the commodities or service outlined in the attached request for proposals:

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2. List the names and addresses of three (3) firms, *with telephone numbers, facsimile numbers, e-mail addresses and contact persons*, for which you have provided similar services:

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3. List the name and address of one bank or other institution that can provide the City with an adequate credit reference:

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Federal I.D. #  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #:  
\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed Name and Title

**EQUAL OPPORTUNITY EMPLOYER**

I hereby affirm that this company does not discriminate in any manner against any employee or applicant for employment because of race, religion, color, sex (including pregnancy and sexual orientation), age or national origin.

Bidder: \_\_\_\_\_  
Type/Print Name of Firm

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Typed Name of Person Authorized to Sign Bid



**STATEMENT UNDER OATH TO ACCOMPANY BID**

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS

\_\_\_\_\_  
Name of Bidder-Type/Print

BY: \_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Name and Title of Signatory (Type or Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before the undersigned officer, personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is  
subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto  
set my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_