REQUEST FOR PROPSALS
P40-127

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

WEBSITE DEVELOPMENT AND SUPPORT SERVICES

A Pre-Proposal Conference will be held on March 13, 2020 at 9:00 a.m. The meeting will be held at 8787 Georgia Avenue, Silver Spring, Maryland 20910, in the Auditorium. Representatives of the Commission will be present for the purpose of providing responses to questions regarding this procurement. Although not mandatory, it is strongly recommended that all parties who intend to submit a proposal carefully review this Request for Proposals and attend the Pre-Proposal Conference.

Written Proposals/Qualifications are to be Received by*:*
March 26, 2020 at 2:00 p.m.

All inquiries regarding this proposal request are to be made to:

Richard Colbert III, Principal Procurement Specialist
(301) 454–1610 phone, (301) 454-1606 fax
Richard.Colbert@MNCPPC.org

RFP No:	RFP 40-127
Proposal Name:	Website Development and Support Services
Pre-Proposal Conference:	**March 13, 2020 at 9:00 a.m.** 8787 Georgia Avenue Silver Spring, Maryland 20910
Deadline for Proposals:	**March 26, 2020 at 2:00 p.m.** Deliver to: Richard Colbert M-NCPPC Purchasing Division - Suite 300 6611 Kenilworth Avenue Riverdale, Maryland 20737

One (1) original, five (5) copies and five (5) electronic versions on USB, all bound and sealed, must be received as follows. Offerors are requested to confirm that their offers are valid for a period of 120 days after submittal. Delivery of proposals to the Purchasing Division, third floor, Suite 300, may only be made during Commission business hours, 8:00 AM to 5:00 PM, Monday through Friday. The submittal should have the RFP No. indicated on the outside of the package envelope. Proposals delivered to any location other than the Purchasing Division office listed above will not be considered. Oral, telephonic, electronic 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 may be rejected and returned unopened. Offerors are to conform to the procurement conditions herein including those for Subcontracting. The proposal shall clearly indicate the proposed sub-Offerors to be utilized to accomplish the Scope of Work.

The Commission is introducing Online Supplier Registration (ez procurement), all Offerors and SubOfferors must register online with the Commission to receive a Vendor number. The online link is www.mncppc.org/register.html. We are no longer using the Vendor information form and any previously assigned Vendor number is no longer valid. Any questions regarding the online Vendor registration should be made to (301) 454-1600.

All inquiries regarding this proposal are to be made to Richard Colbert, Principal Procurement Specialist, 301-454-1610. After the Pre-Proposal Conference, questions may be received via facsimile 301-454-1606, or e-mail, Richard.Colbert@MNCPPC.org.

_____

Richard Colbert
Principal Procurement Specialist

Request for Proposal No.: RFP 40-127
Proposal Name: Website Development and Support Services

Proposal Schedule of Events

Event	Schedule (Due Date)	Responsible Party
Pre-Proposal Conference	3/13/2020	M-NCPPC
Questions submitted by Offerors	3/18/2020	Offerors
Written proposals submitted	3/26/2020	Offerors
Proposal Evaluations	3/26/2020 – 4/24/2020	M-NCPPC
Oral Presentations (if necessary)	TBD	M-NCPPC and Offeror
Offeror Selection	5/2020	M-NCPPC
Final Negotiations and Contract Administration	5/2020	M-NCPPC and Awarded Offeror
Contract Start Date	6/2020	M-NCPPC and Awarded Offeror

REQUEST FOR PROPOSALS

RFP 40-127

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Part I: General Information and Instructions

PART I. GENERAL INFORMATION AND INSTRUCTIONS

A. PRE-SUBMISSION INFORMATION

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

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

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

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

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

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

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

B. GENERAL INSTRUCTIONS

Submitting Questions

All inquiries regarding this proposal request must be submitted in writing no later than **March 17, 2020** via email to: **Richard.Colbert@mncppc.org**

Preparation and Submission of Proposals

Responses must be submitted in hard copy no later than **March 24, 2020 at 2:00 p.m.** to:

The Maryland National Capital Park and Planning Commission
6611 Kenilworth Avenue
Purchasing Division - Suite 300
Riverdale, Maryland 20737

One (1) original, five (5) copies and five (5) electronic versions on USB bound and sealed must be received by the above referenced date and time. The proposal must be:

- Initialed by the Offeror where there are erasures or other changes in the proposal. Signed in ink by authorized principals with the Offeror's legal name fully stated. Corporations must give the state in which incorporated, using phrase "A Corporation organized under the laws of the State of "_____". Partnerships must give names of partners using phrase "Co-partners, doing business under the firm name of "_____". Individuals using a trade name must give the individual name, using phrase "An individual doing business under the trade name of "_____".
- Submitted in accordance with the format as specified in the section titled Proposal Content and Format (see Part IV). Proposals may be submitted as the Offeror may determine, but the proposals must follow the prescribed format as to the requirements of content and order of content.
- Fully completed by the Offeror, including all information requested and any attachments that may be required.
- Enclosed in a sealed envelope, the face of which shall indicate the RFP Number, time, and date of opening, and title of the proposal.
- Received on or before the time, date and at the location specified in the RFP.
- Confirmed by Offeror to be valid for a period of 120 days after submittal.

Delivery of proposals to the Purchasing Division may only be made during Commission business hours, 8:00 AM to 5:00 PM, Monday through Friday. Proposals delivered to any location other than the Purchasing Division 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 not be accepted and returned unopened**. Offerors are to conform to the procurement conditions herein including those for Subcontracting.
The proposal shall clearly indicate the proposed sub-Offerors to be utilized to accomplish the Scope of Work. **(If applicable)**

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 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.

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.

C. BID PROTESTS

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

1. Within ten (10) calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or
2. Any person adversely affected by the decision commences an action in court. The decision of the Executive Director shall be final and binding.

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

D. 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 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 by calling: (301) 454-1600.

Specifications

All work must be furnished in accordance with the Scope of Work section of the RFP, Part III.

Payment

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

Completion of Work

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

Anti-Discrimination Program

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

- Not discriminate against minority, female and disabled-owned firms (MFDs) in the selection of sub-Offerors on Commission contracts. For contracts with subcontracting opportunities, Offerors are required to provide MFDs the opportunity to submit proposals as sub-Offerors and to award those MFDs submitting low proposals the subcontracts unless there are legitimate reasons not to do so.
- On certain contracts, the Commission will require Offerors to submit standard forms with the proposals that indicate how they have complied with the subcontracting non-

discrimination requirements. The Special Conditions section, Part VI of the RFP, specifies whether these forms must be submitted.

- Not discriminate against MFDs in their performance of work as sub-Offerors on Commission contracts.
- Submit forms verifying payment to sub-Offerors throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from proposing on future contracts with the Commission.

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

Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies. A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the 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 (ADA) of 1990.

Part II: Project Background

PART II. PROJECT BACKGROUND

A. THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

The Maryland-National Capital Park and Planning Commission (M-NCPPC) is a bi-county agency empowered by the State of Maryland in 1927 to acquire, develop, maintain and administer a regional system of parks within Montgomery and Prince George's Counties, and to provide land use planning for the physical development of Prince George's and Montgomery counties. In addition, the agency gained responsibility for the public recreation program in Prince George's County in 1970. The governing body of M-NCPPC consists of 10 members, 5 appointed by Montgomery County and 5 by Prince George's County. The Commission coordinates and acts on matters of interest to both counties and meets at least once a month. The members of the Commission from each county serve as separate Planning Boards to facilitate, review and administer the matters affecting their respective counties. M-NCPPC administers a park system of more than 52,000 acres. It is composed of stream valley parks, large regional parks, neighborhood parks and park-school recreation areas. Its staff of career employees includes planners, park and recreation administrators, park police and administration staff. Montgomery Parks and Montgomery Planning are two separate departments that are a part of M-NCPPC, each with unique stakeholders and communications goals. MontogmeryParks.org is maintained by Montgomery Parks staff, MontgomeryPlanning.org and MontgomeryPlanningBoard.org are maintained by Montgomery Planning staff.

B. PROJECT CHARTER

Background

The Montgomery County Parks Department, Planning Department and Planning Board are seeking development and support services for their websites to enhance the user experience and engage with audiences to further the communications and marketing goals for each site with overall desire to provide a mobile-friendly, accessible, transparent and engaging online presence. This project will result in an ongoing support agreement for web support with the option for an eventual redesign in the future.

Description

The Montgomery County Parks Department, Planning Department and Planning Board's web presence has a reputation of being user-friendly and transparent and is pivotal to ensuring that Montgomery County residents have easy access to information they need about department efforts and initiatives. The website was redesigned and upgraded in 2016. The redesign gave the site a greater level of ADA compliance (as was requested by the Commission) and a higher level of design, increasing user experience and general functionality for online and mobile consumers. There is a need for support, maintenance and web tool development in order to maintain and advance the user experience and functionality.

Intended Outcomes

- A refreshed slate of templates including top-tier landing pages and homepage.
- A robust online event calendar.
- Improved search functionalities for users and admins.
- A three-year service agreement for web support with an option to renew.
- Help with "bug" resolution and other web related solutions.
- Continue to advance design and ADA compliance of the sites.
- Provide quarterly ADA audits and corresponding fixes.
- Development of new components and online engagement tools.
- Option to unilaterally decide to work with vendor on a full website redesign in the future.

C. BUSINESS CASE

Montgomery Parks, Planning and Planning Board sites need to build on progress made.
The current site has come a long way since 2016 and continues to grow. We need support to make fixes and advance the work we are providing the community. The website is the most sought-after tool by the public for getting information on the events, meetings, classes, plans and projects we undertake. We must ensure it is maintained to deliver a high-quality product to our stakeholders.

Montgomery Parks, Planning and Planning Board sites must maintain the level of ADA Compliancy.
The Parks, Planning and Planning Board websites currently meets the ADA WCAG 2.0 level of compliance. There is an urgent need to continue to minimally meet this level of compliance. The Offeror must provide successful quarterly ADA audits and fixes to allow us to maintain this level of compliance.

Montgomery Parks is developing into a lifestyle brand of engaging the public to rediscover their local parks and our activities.
With new events and engaging stories, Montgomery Parks wants to highlight the user experience and the interactions the public has with our parks by emphasizing events and reach a broader and more diverse audience. Our goal is to showcase the experiences our users and staff have in, and around, the parks. We want the public to think of Parks as current and relative space for their time. Montgomery Parks is looking to continue this formula of website growth and to develop new solutions to marketing and communication hurdles.

The Planning Department and Planning Board is evolving in the way we reach the public.
With new web-based tools such as the MCReactMap and the Thrive 2050 Quiz, the Planning Department is developing new tools to reach broader and more diverse audiences. The public has come to expect this high level of outreach and transparency, and the Planning Department is looking to continue this growth and to develop new solutions to marketing and communication hurdles. Equity is a priority with our online engagement related to language, ADA accessibility and connectivity.

Part III: Scope of Work (SOW)

PART III. SCOPE OF WORK (SOW)

A. INTRODUCTION

The Maryland-National Capital Park and Planning Commission (M-NCPPC) is inviting qualified and highly innovative firms to submit a Proposal for Website Development and Support Services for the Montgomery County Parks Department, Planning Department and Planning Board. The website was redesigned in 2016.

Tasks

The Offeror will enter an ongoing support agreement with Montgomery Parks, Planning and Planning Board to resolve website bugs, provide ADA compliance support, develop new tools for the department to use to display information, and potentially solicit feedback for our projects.

Support services by the Offeror will be provided to the following websites:

- www.montgomeryplanning.org
- www.montgomeryplanningboard.org
- www.montgomeryparks.org

B. SITE TECHNICAL REQUIREMENTS

The Offeror must:

- Support a WordPress website.
- Understand and execute ADA Compliancy (WCAG 2.0) and have a proven track record of applying ADA fixes and training including conducting ADA audits
- Execute responsive design (website is functional and friendly to both desktop and mobile).
- Demonstrate expertise in HTML/CSS/JavaScript.
- Understand and support ESRI GIS mapping integration.
- Follow agreed upon departmental style guidelines.
- Provide advanced analytic reports and make recommendations to increase performance using Google Analytics.
- Understand and support Google Translation services integration
- Show experience with server hosting and system security.
- Advise with security and performance optimization of our commercially hosted Linux Apache web server.
- Experience and expertise with Amazon Web Services (AWS) hosting.
- Help resolve software conflicts with third party plugins and other integrations.
- Make recommendations on improvements to the user experience on a quarterly basis.
- Suggest ideas that show an understanding of all three audiences for each website.

E. Period of Performance

The initial term of the contract is three (3) years with the option to renew for three (3) additional years.

F. Place of Performance

The selected Offeror will perform the majority of work at its own facility. The Offeror will be required to meet at Planning Headquarters (8787 Georgia Avenue Silver Spring, MD) once per week for a weekly status meeting. All project gate reviews will be held at Planning Headquarters and attended by the Offeror. The Planning Website Project Team will provide and arrange for meeting spaces within its facility for all required Offeror meetings. **Note that the Planning Headquarters is scheduled to move to 2524 Reedie Drive, Wheaton, MD in August 2020.**

Part IV: Proposal Content and Format

PART IV. PROPOSAL CONTENT AND FORMAT

A. PROPOSAL GENERATION

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

B. PROPOSAL SUBMISSION

Offerors responding to the Request for Proposals must submit six (6) copies (an original and five hard and USB copies) of both volumes, bound and sealed proposal. Proposals shall include sufficient detail for the evaluation panel to effectively assess what the Offeror proposes and the Offeror's expertise and capability to provide the service(s) as stated in this solicitation. Proposal sections and pages must be appropriately numbered and submitted with the following contents and in the following format:

C. CONTENTS AND FORMAT

The written proposal will consist of two volumes including:

Volume One: Technical Proposal

1.) **Cover Letter and Profile**: Provide the below information relative to your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each sub-contractor.
   - Firm name and business address, including telephone, e-mail address, and contact name;
   - Year established (include former firm names and year established, if applicable);
   - Type of ownership and parent company, if any. Subsidiary companies shall also be identified;
   - Brief history of the firm and summary of specialty areas; and
   - Organizational structure for this project, including sub-Offerors.

2.) **Team Organization Roles and Responsibilities:** Proposals shall describe in detail the persons who will be responsible for performing the tasks. Please include their name, title, a brief description of their level of involvement on the project and related experience

3.) **Past Performance Examples:** Provide three (3) Past Performance examples (companywide) within the last three (3) years similar in scope described herein. Include organization/ company name, project name, project cost, point of contact name, title, contact information, and number of change request orders (if applicable). Provide any challenges and what was done to resolve them.

4.) **Proposed Methodology:** All proposals shall include a detailed methodology that fully demonstrates the understanding of the Scope of Services and technical requirements of this RFP and the ability to successfully complete the requirements of the tasks. The

Commission will be evaluating each methodology to see if it meets the requirement and will produce the best result.

Volume Two: Price Proposal (**must be submitted separately**)

1.) **The pricing schedule must be submitted in a separate envelope clearly marked with the RFP Name and Number, and your company name.**

2.) **Assumptions:** Identify and state any factors related to the project that, if changed, would impact the overall pricing and/or risk to either the Commission or Offeror. **Do not include on pricing schedule but attach as a separate line item.**

3.) **Pricing Schedule**: All costs associated with this project must be stated on the pricing schedule. See Part VII.

NOTE: If your proposed fees exceed $100,000 and your firm is selected for contract award, upon notification you must submit a current audited financial statement.

D. Page Limitations

The written proposal will have the following page limitations:

Volume One: Technical Proposal (must *not* exceed 30 pages total)

1.) Cover Letter and Profile (not included in page count)
2.) Team Organization Roles and Responsibilities
3.) Past Performance Examples
4.) Proposed Methodology

Volume Two: Price Proposal (**must be submitted separately; no page limit**)

E. Formatting Instructions

The format of both volumes must use standard margins with font size greater than 10 points (e.g., 11 or 12 point font is acceptable). For graphics, font smaller than 10 points is acceptable.

Part V: Evaluation Criteria

PART V. EVALUATION CRITERIA

The selection process to secure an Offeror will utilize an evaluation committee established by the Montgomery County Planning Department. After initial proposal review, the committee may request supplemental discussion, presentation, or clarification of the Offerors proposal to determine the best solution for the Project. **Oral presentations, if requested, will be conducted by the evaluation committee during the dates of January 8 – 10, 2020.** Special audio or visual presentation materials may be required. The selected firm(s) should be prepared to answer questions regarding all aspects of their proposals. Key project team members should be present at the oral presentation and be able to respond to questions from the evaluation committee. Firms that are selected for the oral presentation will be notified at least five (5) working days prior to the date and time of the oral presentation. However, the Commission reserves the right and advises that an award may be made without discussion. Therefore, the initial proposal shall provide the evaluation panel with sufficient information to recommend an award without discussion.

Proposals will be evaluated using the following criteria:

- **Website Support:** Proven experience working with technical requirements (i.e. WordPress, etc.) to resolve issues and make technical fixes. *(0-40 points)*
- **ADA:** Proven experience to make websites ADA (WCAG 2.0) compliant and identify compliancy issues. *(0-20 points)*
- **Web Tool Development:** Capability and experience to create new web tools and develop corresponding strategies for the tools. *(0-20 points)*
- **Project Management:** Capability and experience to manage schedules and hit deadlines. *(0-10 points)*
- **Price:** The cost for fixes and new tools *(0-10 points)*

Part VI. Special Conditions

PART VI. SPECIAL CONDITIONS

A. Rights. The Commission retains all rights to proposals, submissions, designs, media and documents produced as a result of this contract. The selected Offeror must sign a statement releasing those rights to the Commission. The Offeror certifies that this 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.

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

C. Insurance Requirements. The Offeror shall be required, simultaneously with the execution of the contract, to furnish the Contract Administrator satisfactory proof of insurance required by the Insurance Checklist. In addition to the general insurance requirements described in the Checklist, the Offeror must maintain in full force and effect Professional Liability Insurance.

D. Subcontracting or Assigning. The proposal shall clearly indicate the proposed sub-Offerors to be utilized to accomplish the Scope of Work. Once a contract has been awarded to the successful Offeror, no portion of the resulting contract shall be subcontracted, assigned or otherwise disposed of except upon written consent of the Contract Administrator (s). Any assignment, subcontract or other disposition of all or part of this contract without express written consent of the Contract Administrator shall be null and void. Consent to subcontract, assign or dispose of any portion of the contract shall not be construed to relieve the Offeror of any responsibility for fulfilling all the requirements of the contract. Nothing contained in the proposal or contract documents shall create any contractual relationship between any sub-Offeror and the Commission. The Subcontracting Utilization report must be submitted with the proposal.

E. Confidentiality of Commission Materials/Information. The Offeror agrees to hold all materials and information belonging to the Commission in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information and not to release it to or disclose it to any other party.

Any information of a restricted nature provided to the Offeror by the Contract Administrators or his designee in the course of Contract implementation shall be handled in accordance with restrictions placed thereon by the Contract Administrator. Information or documents given to or generated by the Offeror in the course of contract implementation shall be considered restricted information and subject to handling and dissemination restrictions as specified herein and/or as specified by the Contract Administrators.

The Offeror shall indemnify and save harmless the Commission, its officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, or any information, data documents, or materials pertaining in any way to this contract by the Offeror, its agents or employees.

F. Right of Ownership. All material and work items produced by the Offeror and any sub-Offerors shall be the sole property of the Commission. Under no circumstance shall the selected Offeror use or disseminate this information, in any form to any outside parties.

G. Official Records. The Offeror agrees that none of the Commission's records will be removed from the Commission's premises.

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

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

J. Payment Schedule. The Offeror is expected to invoice the Commission for its services in a manner consistent with the progress of the project and the work completed.

K. Contract Award. It is the Commission's intention to award one contract. The Commission also reserves the right to not award any contract(s) as a result of this RFP.

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

M. Availability of Funds. If M-NCPPC should not, for any reason at any time appropriate or otherwise make available funds sufficient to acquire products or services contracted for in this RFP, M-NCPPC may, upon thirty (30) days written notice, unilaterally terminate such contract without penalty or termination expense. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit nor otherwise limit M-NCPPC's right to pursue any contract for alternate solutions and remedies as deemed necessary by M-NCPPC for the conduct of its affairs. The requirements of this provision shall apply to any amendment or the execution of any option to extend the contract

Part VII. Pricing Schedule

PART VII. 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.

The Offeror should present its Pricing Schedule in the following table format, submitted in a separate volume from the Technical approach.

NOTE: If your proposed fees exceed $100,000 and your firm is selected for contract award, upon notification you must submit a current audited financial statement.

Montgomery County Parks, Planning Department and Planning Board Website Development and Support Services

WEBSITE SUPPORT		
Team Member	Title/Role	Rate
ADA COMPLIANCE and AUDITS		
Team Member	Title/Role	Rate
WEB TOOL DEVELOPMENT		
Team Member	Title/Role	Rate

Pricing schedule must include the firm's name and the name, signature, and contact information of the individual(s) authorized to negotiate contract terms on the firm's behalf.

Firm Name: _____ Date: _____

Authorized Representative: _____
(Printed)

Authorized Representative: _____
(Signature)

Phone Number: _____ Email: _____

Part VIII: Attachments

ATTACHMENT 1. SAMPLE CONTRACT

ATTACHMENT 2. PROPOSED SUBCONTRACTOR FORM

ATTACHMENT 3. INSURANCE CHECKLIST FORM

Contract No. _____

SAMPLE CONTRACT

THIS CONTRACT, made this _____day of _____, , by and between The Maryland-National Capital Park and Planning Commission, a public body corporate of the State of Maryland, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, hereinafter called the "Commission", and **.,** located at , hereinafter called the "Contractor".

WHEREAS, The Commission requested for the Project as set forth in its , Number , dated as amended and the Contractor was awarded this Contract based upon the proposal as submitted by the Contractor pursuant to the Invitation for Bid for performing all work in conjunction with .

WHEREAS, it is one of the conditions of the award that a formal contract be executed by and between the Contractor and the Commission, evidencing the terms of the award.

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

1**.** **Performance.** The Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform the work as set forth, in accordance with the proposal submitted by the Contractor dated , attached hereto as Attachment One, and the Commission's , Number , dated as amended , attached hereto as Attachment Two. This Contract shall be comprised of the following documents: the Commission's Instructions to Bidders and any Supplemental Instructions to Bidders, the General Conditions and any Supplemental General Conditions, the Insurance Check List, the Special Conditions, the Specifications, Bid Forms, the Contract and all change orders or amendments thereto issued subsequent to the award and execution of this Contract (hereinafter referred to as the "Contract Documents"). The Contract Documents as identified above are incorporated herein, in full, by reference. The Contractor further agrees that it will well and faithfully comply with and perform each and every obligation imposed upon the Contractor by the award.

2. Conflict in Contract Documents. In the event of a conflict between this Contract and any attachments hereto, the documents shall have precedence in the following order: (1) this Contract and all change orders or amendments thereto issued subsequent to the award and execution of this Contract; (2) the Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws; (3) the RFP, including the Commission's Instructions to Bidders and any Supplemental Instructions to Bidders, the General Conditions and any Supplemental General Conditions and Special Conditions and (4) the Contractor's Bid Forms/Proposal.

SAMPLE

2. **Payment**. The Commission shall pay the Contractor a fee not to exceed , based upon the Pricing Schedule in Attachment One, provided the Contractor satisfies the requirements of the Commission's .

3. **Term**. The term of this Contract shall commence on and end on . The Commission, in its sole discretion, may extend this Contract for up to years. .

4. **Nondiscrimination in Employment**. Contractor agrees a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability and to b) include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials. If Contractor is determined to be in violation of Federal, State or County non-discrimination in employment 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, and/or any other Commission Contracts in whole or in part, and the Commission may declare Contractor ineligible for any further contracts.

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

6. **Indemnification** Contractor shall indemnify and save harmless the Commission, its officers, employees, agents and representatives, and shall require that each sub-contractor indemnify and save harmless the Commission, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Commission arising from the Contractor's or any subcontractor's negligent performance of or failure to perform any of its obligations under the terms of this Contract.

7. **Termination for Convenience**. The Commission may terminate this Contract, upon written notice to Contractor. In the event of such termination, Contractor shall receive just compensation for services rendered prior to the effective date of termination. Just compensation shall be determined by the percentage of work completed to date, valued according to the rates contained in Contractor's proposal. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons; any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification

SAMPLE

required to obtain payment under this Contract or services performed in conflict with the terms and conditions of the Contract. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

8. **Termination for Cause**. This Contract may be terminated by the Commission for cause, upon written notice to Contractor. The Commission will inform Contractor immediately upon the discovery of any non-performance or breach, in order to allow Contractor an opportunity to cure. If, upon notification, Contractor fails to cure within forty-eight (48) hours, and does not provide a reasonable explanation for the failure, the Commission may terminate the Contract immediately. The Commission may terminate the Contract as stated above, if it discovers a continued pattern of non-performance or breach of Duties assigned to Contractor. The Commission may withhold any payments due to Contractor until such time as any damages, including any costs incurred by the Commission as a result of Contractor's breach, can be assessed. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause, with no right to cure, for the following reasons: fraud, any fraudulent representation in any invoice or verification required to obtain payment under this Contract, services performed in conflict with the terms and conditions of this Contract or an unfavorable report resulting from a state or federal background investigation. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

9. Cross Default. Upon the occurrence of a [material] breach of Contractor's obligations, due performance, representations, warranties, or other agreements under this Contract, then the Contractor will be deemed to be in [material] breach of its obligations, due performance, representations, warranties, or other agreements under any and all other contracts with the Commission, whether now existing or arising in the future.

Upon the occurrence of such breach under this Contract or any other contract the Contractor has with the Commission, the Commission shall be entitled to exercise, in its sole and absolute discretion, any and all rights and remedies available under this Contract and any other contract the Contractor has with the Commission, including but not limited to the right to terminate this Contract and/or any other contract the Contractor has with the Commission, whether now existing or arising in the future. Contractor expressly understands and acknowledges the Commission's rights and remedies created by this provision.

10. Compliance. The Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform the services or work reflected in this Contract. The Contractor shall comply with the Commission Purchasing Manual, Practices, Rules and all other Commission regulations and with all applicable laws pertaining to the payment and withholding of wages, worker's compensation, equal

SAMPLE

opportunity employment, and the subject matter and performance of this Contract. Further, the Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with 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 term 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.

9. **Independent Contractor.** The Contractor is an independent contractor who is not an agent or employee of the Commission.

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

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

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

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

14. **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.

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

SAMPLE

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

IN WITNESS WHEREOF, Said **.** and the Commission have caused these presents to be signed

ATTEST:

_____ By:_____
Printed Name of Authorized Signature

Seal

_____ _____
Date Federal Tax Identification/SSN

ATTEST: THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

_____ By: _____

Secretary-Treasurer Executive Director

SAMPLE

The Maryland-National Capital Park & Planning Commission
Solicitation No.: P40-127
Proposed Sub-Contractor

Type of Contract	Name of Sub-Contractor	Vendor #	Amount of Subcontract	Non-MFD (Y/N)	MFD (Y/N)	Sub-Contracting Total

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

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

BIDDER AND INSURANCE AGENT STATEMENT

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

Bidder Signature	**Insurance Agency Signature**

Revised 3/25/99