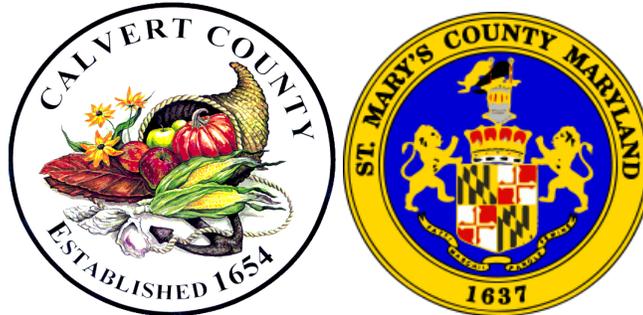


REQUEST FOR PROPOSAL

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION



RFP 2021-009
COMPLETE STREETS PLAN

PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE: Monday, September 21, 2020 by 2:30 p.m. (Local Prevailing Time)

PRE-PROPOSAL MEETING: None

WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE FRIDAY, SEPTEMBER 4, 2020 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT Charlotte.DeStephano@calvertcountymd.gov.



REQUEST FOR PROPOSAL CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

Technical proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. Calvert-St. Mary's Metropolitan Planning Organization (C-SMMPO) reserves the right to reject proposals improperly labeled. The envelope shall also show the Consultant's name and address.

FROM: _____

SEALED TECHNICAL PROPOSAL

TO BE DELIVERED AND OPENED BY:

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION
C/O CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____





CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

Price proposals shall be submitted in a **SEALED ENVELOPE** with the label provided below affixed to the front. Calvert-St. Mary's Metropolitan Planning Organization (C-SMMPO) reserves the right to reject proposals improperly labeled. The envelope shall also show the Consultant's name and address.

FROM: _____

SEALED PRICE PROPOSAL

TO BE DELIVERED AND OPENED BY:

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION
C/O CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

PROPOSAL TITLE: _____

PROPOSAL NUMBER: _____

PROPOSAL DUE DATE AND TIME: _____



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NOTICE TO CONSULTANTS

Sealed proposals shall be due on or before Monday, September 21, 2020 by 2:30 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

RFP 2021-009 COMPLETE STREETS PLAN

A pre-proposal meeting will not be held.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in **two (2) SEALED ENVELOPES**: one envelope shall contain one (1) original and five (5) copies of the Consultant's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and five (5) copies of the Consultant's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Consultant to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. The Board of County Commissioners of Calvert County, Maryland on behalf of the Calvert-St. Mary's Metropolitan Planning Organization (hereinafter, "C-SMMPO") (or the officially authorized official), reserves the right to reject proposals improperly labeled. The envelopes shall also show the Consultant's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

As of the date of this RFP release, sealed proposal(s) may be shipped UPS, FedEx, or hand delivered. Proposals shall be submitted so they will be received in the office designated below no later than the exact time set for receipt of proposals:

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION
C/O CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

Prior to submitting a proposal, the Consultant shall contact Calvert County Government's Procurement Office (hereinafter, "the Procurement Office") as directed above to determine if Calvert County Government facilities are closed to the public due to the COVID-19 pandemic. If Calvert County Government facilities are closed to the public, packages cannot be sent via UPS or FedEx. Therefore, the Consultant shall submit their response as follows:

1. Hand delivered to the above address. Upon arrival at the facility, the Consultant shall call the Procurement Office as directed above. A Procurement Office staff member shall meet them at the door to the facility, date/time stamp the package as acknowledgement of receipt, and provide a receipt of delivery, if required.

2. Ship package through the United States Postal Service (USPS) to:

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION
C/O CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COURTHOUSE, 175 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678

The Consultant shall notify the Procurement Office by email or phone that their submittal has been sent through USPS.

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office or Mailroom shall not be deemed proper delivery.

Where proposals are sent by mail by any method to the Procurement Office, the Consultant shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted. **NOTE: USPS does not deliver to the 150 Main Street, Prince Frederick address.**

If an emergency or unanticipated event interrupts normal Calvert County Government processes so that proposals cannot be received at the Procurement Office by the exact time specified in this RFP and urgent Calvert County Government requirements preclude amendment of the proposal due date and time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in this RFP on the first work day on which normal Calvert County Government processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed and shall remain in a locked box or a safe. If a RFP is cancelled, proposals shall be returned to the Consultants. Necessary precautions shall be taken to ensure the security of the proposal box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to employees of Calvert County Government's Procurement Office or to the appropriate members of the C-SMMPO. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Consultants shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their proposal.

If the Consultant to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Consultant, and such Consultant shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or C-SMMPO may reject all proposals

as its interests may require.

Consultants shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Consultants. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountygovernment.gov or Fax 410-414-3672. Unauthorized contact with other Calvert County Government staff or members of the C-SMMPO regarding this RFP may result in the disqualification of the Consultant. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. **Written questions shall be due on or before Friday, September 4, 2020 by 2:30 p.m. (Local Prevailing Time).** It shall be the responsibility of all Consultants to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Consultants during formation of proposals. The submission of a proposal shall indicate the Consultant thoroughly understands the terms of all Contract Documents.

The submission of a proposal on this work and service shall be considered as a representation that the Consultant has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Consultant is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Consultant is familiar with all Federal, State and County laws, all codes and ordinances of Calvert County Government, St. Mary's County Government, and C-SMMPO which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Consultant shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- a. Price Proposal
 - Price Proposal Form(s) included in this RFP
 - The Consultant shall also provide a detailed description of all line items to substantiate the lump sum bid to include but may not be limited to cost by team member including hours and hourly rates, task, subcontractor's hours and hourly rates, and project summary with their price proposal.

- b. Technical (Q&E) Proposal Submittal which includes these required forms or documents:
 - Consultant's Technical Proposal
 - Non-Collusion Certificate
 - Anti-Bribery Affirmation Affidavit of Qualification to Respond
 - Addenda Issued
 - Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County

Government's website.

**RFP 2021-009
COMPLETE STREETS PLAN**

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY ON BEHALF OF THE CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide consulting services for the COMPLETE STREETS PLAN as specified in this Request for Proposal to the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

ITEM #	TASK #	DESCRIPTION	TOTAL
1	1.0	Project Initiation Hold an initial project Kick Off meeting, on the project scope with staff from the C-SMMPO and community groups to establish communication channels with various stakeholders and other agencies.	\$
2	2.0	Existing Conditions Evaluation Perform a thorough evaluation of existing conditions and issues, as well as review existing reports. The latter may include the most current County transportation studies, long range transportation studies, comprehensive plans, bus stop plans, trail plans and land use elements for consistency.	\$
3	3.0	Public Participation Program Coordinate with C-SMMPO staff to create a (Community Advisory Committee) that will engage the community with proven approaches for finding consensus among stakeholders.	\$
4	4.0	Develop Preferred Preliminary Plan and Context Zone Concepts These are specific concepts based on objectives, guidelines and the input received during workshops	\$
5	4.1	Develop Alternative Plans and Context Zone Concepts This captures suggestions by the community that differ from the Preferred Plan and Segment Concepts.	\$
6	4.2	Draft Plan Document Utilize work previously completed and inputs received from the public outreach program to prepare the Draft C-SMMPO Complete Streets Plan.	\$
7	4.3	Draft C-SMMPO Complete Streets Plan for a Final Document Consider public review comments and prepare the Final C-SMMPO Complete Streets Plan document.	\$
8	5.0	Consultant Deliverable and End Product: Final C-SMMPO Complete Street Plan - A Complete Streets document with a manual to be used for future improvements to the C-SMMPO areas of specific interest, linkages and corridors.	\$
TOTAL LUMP SUM BID			\$

CONSULTANT'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

The Consultant shall also provide a detailed description of all line items to substantiate the lump sum bid to include but may not be limited to cost by team member including hours and hourly rates, task, subcontractor's hours and hourly rates, and project summary with their price proposal.

No additional compensation shall be provided for expenses incurred by the Consultant in performing duties for this service under this Contract.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary Contract shall be executed within ten (10) business days after such notice.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

By signing and submitting a proposal, the Consultant acknowledges and agrees they have read and understand the Request for Proposal documents and agree to the Contract Terms and Conditions as contained herein.

CONSULTANT'S LEGAL BUSINESS NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted. A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The Consultant’s signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or Consultant.

CONSULTANT’S LEGAL BUSINESS NAME	TELEPHONE NUMBER
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
SIGNATURE OF ABOVE PERSON	DATE
WITNESS	DATE

GENERAL TERMS AND CONDITIONS

DEFINITIONS

Wherever the words defined in this Section or pronouns used in their stead, occur in the specifications, proposal, contract, or bond, they shall have the meanings herein given and as defined under the Special Provisions:

BIDDER/OFFEROR/CONSULTANT shall mean a firm that responds to this RFP with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND on behalf of CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION shall mean the officials of the Calvert-St. Mary's Metropolitan Planning Organization and noted hereinafter as C-SMMPO (or the officially authorized officials).

CALVERT COUNTY shall mean Calvert County, Maryland.

ST. MARY'S COUNTY shall mean St. Mary's, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, responsibilities, and work under the Contract, and are legally binding on the parties (C-SMMPO and the Consultant). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICERS shall mean the Calvert County Government Procurement Officer or their designated representative on behalf of the C-SMMPO entrusted with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Calvert County Government's Department of Planning & Zoning and the Director, St. Mary's County Government's Department of Land Use & Growth Management and shall mean the principals or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGERS shall mean those persons whom the Directors have designated to supervise performance of this Contract on behalf of C-SMMPO within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Managers are intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Managers, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGERS. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Managers. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Consultant to the Project Managers with a Request for Information. The Project Managers shall respond to the

Consultant in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Managers shall notify the Consultant in writing as to when a decision will be provided.

Work done by the Consultant after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Managers shall be done at the Consultant's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Consultants, lowest precedence):

- Change Orders
- Addenda
- Federal, State, County, and/or C-SMMPO Requirements
- General Conditions of Bid and Contract
- Specifications
- Proposal
- Contract
- Notice to Consultants

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on the forms provided, shall be signed by a principal duly authorized to make contracts, and submitted in sealed envelopes as directed in the Notice to Consultants.

The attached Anti-Bribery Affirmation and Affidavit of Qualification to Propose form shall be submitted with proposals. Failure to comply may be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Consultant's primary proposal is the highest evaluated proposal.

BRAND NAME OR EQUAL ITEMS (SECTION DELETED)

FORMAL SOLICITATION (SECTION DELETED)

NEW GOODS, FRESH STOCK (SECTION DELETED)

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Consultant, in writing, and submitted with the formal technical proposal. C-SMMPO reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

C-SMMPO shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Consultant shall, by virtue of submitting a proposal, guarantee that the Consultant has not been a party with other Consultants to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Consultants. Any disclosure to or acquisition by a competitive Consultant, in advance of the receipt of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the RFP.

AWARD OR REJECTION OF PROPOSALS

The Board of County Commissioners of Calvert County, Maryland on behalf of the C-SMMPO shall award the Contract to the most responsible bidder, subject to its right to reject any or all bids, C-SMMPO reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of C-SMMPO. C-SMMPO reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of C-SMMPO to do so. C-SMMPO also reserves the right to reject the bid of a Consultant who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Consultant who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder", in addition to considering price, C-SMMPO shall consider:

1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
6. Whether the bidder is in arrears to C-SMMPO on any debt or Contract, is in default on any surety to C-SMMPO, or is delinquent as to any taxes or assessments; and
7. Any other information that may have a bearing on the decision to award the Contract.

WARRANTY AND SUPPORT (SECTION DELETED)

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Consultant an agent of C-SMMPO.

The Consultant shall indemnify, keep, and save harmless C-SMMPO, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against C-SMMPO in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Consultant or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Consultant shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against C-SMMPO in any such action, the Consultant shall at his own expense, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend C-SMMPO as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Consultant shall, in good faith, cooperate with C-SMMPO in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Consultant shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Consultant shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to C-SMMPO. Self-insured Consultants shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Board of County Commissioners of Calvert County, Maryland on behalf of the Calvert-St. Mary's Metropolitan Planning Organization shall be named as certificate holder and as additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland
on Behalf of the Calvert-St. Mary's Metropolitan Planning Organization
Attention: Procurement Office
Courthouse, 175 Main Street
Prince Frederick, Maryland 20678

- a. The certificate shall also indicate the contract name and number:
Contract 2021-009 – Complete Streets Plan.
- b. Additional insured shall be as pertains to general liability and automobile liability.
- c. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Consultant shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Automobile Liability Insurance

During the life of this Contract, the Consultant shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Consultant.

If during the life of this Contract the Consultant owns commercial vehicles or obtains commercial vehicles, the Consultant shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per **accident combined Bodily Injury and Property Damage**. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the Consultant does not own commercial vehicles, the Consultant shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

4. Professional Liability

During the life of this Contact, the Consultant shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

5. Workers Compensation

During the life of this Contract, the Consultant shall procure and maintain Workers

Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Consultant is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Consultant shall show some alternative injury insurance coverage, either through health insurance or employer`s liability coverage.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to C-SMMPO. Insurance companies providing insurance shall be acceptable to C-SMMPO. Consultant agrees to provide C-SMMPO a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify C-SMMPO within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Consultant`s responsibility to make immediate notification to C-SMMPO if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of the C-SMMPO.

If the Consultant desires to assign their right to payment of the Contract, the Consultant shall immediately notify the C-SMMPO, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Consultant from their obligations, or change the terms of the Contract.

SUBCONTRACTING

Subcontractor(s), if any, shall be identified in the Consultant`s proposal with a complete description of their role relative to the offeror. No services shall be subcontracted, either in whole or in part, except with the prior written consent of C-SMMPO.

TERMINATION OF CONTRACT

The C-SMMPO may terminate a Contract, in whole or in part, whenever the C-SMMPO determine that such termination is in the best interest of the C-SMMPO, without showing cause, upon giving written notice to the Consultant. The C-SMMPO shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid an amount which exceeds the price proposed for the work performed. The Consultant shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Consultant has not performed or has unsatisfactorily performed the Contract, the C-SMMPO may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the C-SMMPO. Failure on the part of a Consultant to fulfill the contractual obligations shall be

considered just cause for termination of the Contract. The Consultant shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the C-SMMPO in completing the Consultant's obligations under the Contract.

AVAILABILITY OF FUNDS

C-SMMPO reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If C-SMMPO shall terminate a contract, C-SMMPO shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Consultant shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Consultant to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by C-SMMPO shall constitute authority for C-SMMPO to procure the services required under this Contract in the open market.

On all such purchases, the Consultant shall reimburse C-SMMPO, within a reasonable time as specified C-SMMPO, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION (SECTION DELETED)

NON-LIABILITY

The Consultant shall not be liable in damages for delay in shipment or failure to deliver services when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in C-SMMPO' opinion, is unforeseeable and beyond the control of the Consultant. Under such circumstances, however, the Procurement Office may at its discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Consultant shall fail to comply with any of the terms or conditions of the Contract Documents, the Project Managers shall notify the Consultant of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Consultant to remedy the same within said period, the Project Managers shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Consultant to be deducted from any monies due the defaulting Consultant or their surety.
- B. In addition to those instances specifically referred to in other sections herein contained, C-SMMPO shall have the right at its option to terminate the Contract under any one or more of the following:
 - 1) If the Consultant becomes insolvent.
 - 2) If the Consultant makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from C-

SMMPO.

- 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Consultant.
- 4) In the event the Consultant fails to commence work in accordance with the specifications of this RFP.
- 5) In the event the Consultant shall abandon the work or any portion of the work to be performed under this contract before completion.
- 6) If the Consultant shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- 7) If the Consultant shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Consultant's property, financial affairs, or business.
- 9) If C-SMMPO shall be of the opinion that the Consultant is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of C-SMMPO, and all such materials shall be surrendered to C-SMMPO upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Consultant's obligations under the resulting Contract without the prior written consent of C-SMMPO. Documents and materials developed by the Consultant under the resulting contract shall be the property of C-SMMPO; however, the Consultant may retain file copies, which cannot be used without prior written consent of C-SMMPO. C-SMMPO agree that the Consultant shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Consultant is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoice. C-SMMPO reserves the right to withhold any or all payments or portions thereof for Consultant's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, C-SMMPO shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONSULTANT TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, C-SMMPO disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or consultant as a result of the submission of restricted information, C-SMMPO shall have the right to duplicate, use or disclose the data to the extent consistent with C-SMMPO' needs in the procurement process.

A bidder, offeror, or consultant agrees to indemnify, protect and save harmless C-SMMPO, their officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper **proposal**. C-SMMPO shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Consultant may be subject.

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COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.
2. All purchase and payment transactions shall be made directly between the Consultant and the requesting entity. C-SMMPO assume no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, C-SMMPO and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of C-SMMPO and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

C-SMMPO's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by C-SMMPO for the performance of this Contract. C-SMMPO's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of C-SMMPO to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of C-SMMPO in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland or St. Mary's, Maryland.

PUBLICITY

Except without the prior written approval of C-SMMPO, the Consultant shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

As required by 49 CFR 26.13, the C-SMMPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The C-SMMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The C-SMMPO DBE program, as required by 49 CFR 26, is incorporated by reference in the Annual Planning Grant Agreement between the C-SMMPO and MDOT. An annual report of DBE awards or commitments and payments (Federal Dollars Only) is submitted to MDOT yearly by the C-SMMPO.

This project has no requirement to employ firms that are Disadvantaged Business Enterprises (DBE); however, DBE participation is strongly encouraged by C-SMMPO.

**RFP 2021-009
COMPLETE STREETS PLAN**

SPECIFICATIONS

1. INTRODUCTION

C-SMMPO is requesting Technical and Price Proposals from qualified professional Consultants to perform consulting services for a Complete Streets Plan. The project is envisaged to produce a Plan and project prioritization for non-motorized transportation (pedestrian walkways, footpaths, sidewalks, crosswalks, bicycle and trail facilities, bicycle friendly streets, interconnected greenways, share use paths, off-road paths, bikeways, and bike lanes). The project is aimed to improve safety, mobility, and accessibility for all users in the C-SMMPO region, where applicable.

2. BACKGROUND

A Complete Streets Plan with concepts for access improvements, sidewalks for pedestrians, and multi-modal systems of connectivity, are critical to the growth trends in C-SMMPO. A Complete Streets Plan is needed to incorporate into the growth patterns and operations of plans and procedures to balance transportation priorities and improve convenience, safety, and access. These needs are based on the growing awareness of the role transportation planning plays in promoting a healthier community, enhancing the quality of life, as well as environmental, fiscal, and equity considerations.

3. SCOPE OF SERVICE

A. Project Objectives

The Consultant shall:

- 1) Analyze and conduct a regional analysis (supply and demand of inventory) that categorizes deficiencies and opportunities (gap analysis) in a network of existing pedestrian, trails, sidewalks, crosswalks, bicycle and trail facilities, bicycle friendly streets, and its linkages to main streets, neighborhoods, and destinations in the C-SMMPO area.
- 2) Develop a performance measures-based criterion to categorize the deficiencies in relation to multi-modal circulation opportunities.
- 3) Coordinate with MDOT/SHA Complete Streets Policy.
- 4) Identify barriers, where either fences or man-gates prevent direct connections between neighborhoods or destinations.
- 5) Highlight potential sites where "road diet" can improve safety.
- 6) Promote a Complete Street Concept Plan that connects to neighborhoods or destinations.
- 7) Prepare Complete Streets Policy to accommodate all users (bicycles, pedestrians, motorists, and people with disabilities).

- 8) Formulate design guidelines that can assist jurisdictions in planning and designing projects.
- 9) Adhere to standards that can enable jurisdictions to prepare a Complete Street Ordinance.
- 10) Develop an implementation plan for prioritization, phasing that can measure performance, and best practices.
- 11) Prepare GIS mapping files and a database of existing and proposed network.
- 12) Provide cost estimates for non-motorized transportation recommendations.

B. Areas of Specific Interest and Linkages

The following table identifies the areas of specific interest and linkages for this project:

Calvert County	St Mary’s County
Appeal Lane Sidewalk	Three Notch Trail and Linkages
Solomon’s Island Sidewalk Phase 2	NAS, Shangri-La Drive, FDR Corridor
Cove Point Park Trail	Town Center clusters
Dowell Sidewalk Extension	Great Mills Corridor
Patuxent Parkway Crosswalks	Tulagi Place STS Transfer Stop Relocation

C. Tasks and Deliverables

These are the work tasks that may lead to the preparation, submittal, approval, and adoption of the C-SMMPO Complete Streets Plan. The specific work tasks shown herein are the minimum requirements intended to provide guidance for the proposal. Consultants are encouraged and may respond to this RFP with a proposal that includes further defined task details and a work plan necessary to accomplish task and desired objectives.

1) Task 1.0. Project Initiation

Hold an initial project kick off meeting on project scope with staff from the C-SMMPO and community groups to establish communication channels with various stakeholders and other agencies.

2) Task 2.0. Existing Conditions Evaluation

Perform a thorough evaluation of existing conditions and issues, as well as review existing reports. The latter may include the most current Calvert County Government and St. Mary’s County Government transportation studies, Long range transportation studies, comprehensive plans, bus stop plans, trail plans, and land use elements for consistency.

Use relevant data from the Maryland Department of Transportation and the Maryland Department of Transportation State Highway Administration (MDOT-

SHA) Complete Streets Policy.

Summarize results of the existing conditions evaluation in a written report with text, tables, graphics, and photographs. Provide a summary of overall and specific findings based upon existing conditions along the study areas of the corridors.

Identify and document opportunities to improve circulation through all mode of travel.

Relate existing traffic lane configurations, bicycle and pedestrian facilities, and any transit-related features in to adjacent land uses.

3) Task 3.0. Public Participation Program

Coordinate with C-SMMPO staff to create an effective public participation approach by forming a Community Advisory Committee that will engage the community with proven approaches for finding consensus among stakeholders. This is essential to policy development as well as to long-term implementation of the Complete Streets Plan.

Convene virtual and in-person (when and where applicable) publicly noticed community workshops to ensure residents, businesses, bicyclists, pedestrians, transit users and other stakeholders have ample opportunity to make their voices heard during the Complete Streets Plan development.

Document and prepare a public meeting record following completion of each of four (4) workshops. Two (2) workshops shall be held in Calvert County, Maryland, and two (2) in St. Mary's County, Maryland. Workshops may be held virtual or otherwise. An outcome of this will be the public participation input document.

Coordinate with MDOT-SHA District 5 to ensure effectiveness, efficiency, and consistency.

4) Task 4.0. Develop Preferred Preliminary Plan and Context Zone Concepts

Develop a Preferred Preliminary Plan and segment-specific concepts based on objectives, guidelines, and the input received during workshops. This includes street improvements plans, cross sections where necessary, design templates, and renderings of strategic components.

5) Task 4.1. Develop Alternative Plans and Context Zone Concepts

Develop Alternative Plans and Segment-Concepts that capture suggestions by the community that differ from the Preferred Plan and Segment Concepts. Utilize results of workshop and stakeholder advisory group meetings to prepare alternatives to the Preferred Preliminary Plan for consideration at least two (2) public meetings per County virtual or otherwise.

- 6) Task 4.2. Draft Plan Document
Utilize work previously completed and inputs received from the public outreach program to prepare the Draft C-SMMPO Complete Streets Plan.
- 7) Task 4.3. Draft C-SMMPO Complete Streets Plan for a Final Plan Document
Consider public review comments and prepare for the Final C-SMMPO Complete Streets Plan document.
- 8) Task 5.0. Consultant Deliverable and End Product: Final C-SMMPO Complete Streets Plan
The final product shall be a document, Complete Streets Report, with a manual useable for future improvements to the C-SMMPO areas of specific interest, linkages, and corridors. It shall be easily integrated into the Calvert County Master Plan/Calvert County Transportation Plan and St Mary's County Comprehensive Plan/Lexington Park Development District Plan and St Mary's County Transportation Plan. It should guide the development and improvements of the project area that will stimulate the local economy, enhance the regions natural and man-made environment, and emphasize local and regional connectivity with outlining tangible implementation. Ensure that the Complete Streets Plan is consistent with MDOT Office of Traffic and Safety Complete Streets Policy and Plan Guidance. Six (6) hard copies and one (1) electronic copy in pdf format of GIS maps and layers of locations, where applicable, shall be provided to the C-SMMPO. Consultant shall make final Presentations to the Board of County Commissioners (BOCC) in Calvert County and the Commissioners of St Mary's County (CSMC).

4. SCHEDULING AND DEADLINES

A project schedule outlining the timeline and estimated completion date in calendar days for the project shall be included with the Consultant's proposal and may be accompanied by a graphical representation of the proposed schedule. A Critical Path or similar schedule approach is preferred. This project shall be completed within eight (8) months from the issuance of Notice to Proceed.

Failure to progress as outlined in the Consultant's proposal shall be unacceptable. Extensions may be granted at the discretion of C-SMMPO. Time is of the essence and should the Consultant fail to adhere to their proposed schedule, this shall be taken into consideration during any future C-SMMPO professional service requests submitted by the Consultant.

5. QUALITY AND COMPLETENESS OF WORK

- A. The Consultant shall be responsible for the professional quality, accuracy, timely completion, and coordination of services furnished for this Contract. The Consultant shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Consultant's services.
- B. The Consultant shall perform such professional services as may be necessary to accomplish the work required.

6. EXISTING CONDITIONS

The Consultant shall be responsible for obtaining all necessary information on existing documents and conditions that would affect performance of the Contract.

7. LIABILITY

- A. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to C-SMMPO caused by the Consultant's negligent performance of any of the services furnished, except for errors, omissions, or other deficiencies to the extent attributable to C-SMMPO, C-SMMPO furnished data or any third party. Where innovative processes or techniques are recommended by the Consultant and are used, the Consultant shall be liable only for gross negligence to the extent of such use.
- B. If any monies available through Federal or State funding is identified, or any portion of available funds, is denied to C-SMMPO due to fault or error of the Consultant, C-SMMPO shall be reimbursed by the Consultant for the amount of funds denied. The Consultant shall be responsible for meeting all design requirements of funding agencies, the proper and timely preparation of applications for submission by C-SMMPO, and for meeting any other requirements, which are the responsibility of the Consultant.

8. EMPLOYMENT OF SUBCONTRACTOR

If it is necessary for the Consultant to employ a consultant as a subcontractor for any work related to the Contract, the Consultant shall name the subcontractor in their technical proposal. Except in the case of persons regularly employed by the Consultant, the Consultant agrees not to employ any such subcontractor without having first submitted the name to and obtained, in writing, the approval of C-SMMPO, nor change that employment after award of this Contract for the Consultant's services without like approval.

9. ASSIGNMENT OF PERSONNEL

Since dependence has been placed during the evaluation of the proposals on the personnel identified in the proposal as being assigned to this Contract, these personnel and their assigned duties shall not be changed without the approval of C-SMMPO.

10. RECORDS

As necessary, the Consultant shall keep accurate records and make these records available to C-SMMPO for audit purposes at any time during normal business hours and as often as deemed necessary.

11. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to satisfy the requirements of this RFP. Promotional brochures containing general company information are not requested and shall not be included. C-SMMPO is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Consultant seeking to undertake the services for C-SMMPO in conformity with the requirements of this RFP. The Consultant shall demonstrate relevant expertise and experience in the fields of planning, transportation planning, bicycle and trail designs, greenways, civil and traffic engineering, and community outreach and public engagement. Experience in developing Comprehensive Plans and Transportation Plans. Consultants should demonstrate strong public outreach component to actively engage stakeholders in identifying and prioritizing both the existing deficiencies and needed improvement.

As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Consultant, of the particular staff to be assigned to this Contract, qualifications of any subcontractors, and timeline. No assumptions should be made on the part of the Consultant as to the prior knowledge of a Consultant's abilities.

It shall also specify an approach meeting the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

2) Each proposal shall contain the following information:

a. Transmittal Letter/Abstract

A brief transmittal letter/abstract, signed by an officer authorized to bind the Consultant to their proposal. The letter shall provide a summary overview of the Consultant's proposal emphasizing qualifications and capabilities of the Consultant and any subcontractors and shall also identify the Consultant's Contract Manager who shall be responsible for the direction of day-to-day progress of specific project assignments.

b. Experience and Qualifications

- (1) Brief document indicating experience and qualifications of the Consultant's firm, the contract manager(s), critical members of

the team, their capacities and knowledge of benefit to the process. Experience of how the team has been successful in the past and how that relates to this project shall be highlighted. It shall include the experience and special qualifications, among others, the following:

- a) Resumes of Consultant's staff.
- b) Staffing levels of the Consultant.
- c) Statement and explanation of any instance where the Consultant was removed from a project or disqualified from proposing on a project.

c. Project Management and Schedule

Consultant shall develop and submit a plan demonstrating how they will manage the tasks and responsibilities, indicate risks and mitigation programs. As part of the management plan, the Consultant shall include a proposed tentative project schedule with critical dates and other information with sufficient detail for the C-SMMPO. A Critical Path or similar schedule approach is preferred.

d. Subcontractors

List of subcontractors and the service they will provide under the Contract. Subcontractors' resumes shall be provided as if they were the Consultant's own personnel.

e. References

Submit a listing of client references on three (3) similar or related projects completed within the last five (5) years. The listing shall include for whom the project was completed and a reference the Evaluation Committee may contact including current phone number.

3) Each proposal shall contain the following items:

a. Independence

The Consultant shall provide an affirmative statement that it is independent of C-SMMPO as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Consultant shall also provide an affirmative statement that it is independent of all of the component units of C-SMMPO and Departments as defined by those same standards.

The Consultant shall also list and describe their professional relationships involving C-SMMPO, Calvert County Government and St Mary's County Government Departments, or any of its agencies or component units for the past five (5) years, together with a statement explaining why such

relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Consultant shall give C-SMMPO written notice of any professional relationships entered into during the period of this Contract.

- b. If the Consultant is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Consultant shall be noted.
- c. Fully completed and executed forms included in this RFP (Name and Signature Requirements of Proposals and Contracts Form, Anti-Bribery Affirmation and Affidavit of Qualification to Propose, and Non-Collusion Certificate), as well as any addenda or questions and answers for clarification issued, executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- d. Additional Information. This section, which is optional, shall include any additional information the Consultant deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.
- e. If a corporation, certification that the Consultant is in good standing with the State Department of Assessments and Taxation (SDAT) for Maryland and that corporate charter has not been revoked or forfeited.
- f. Identification of Anticipated Potential Problems
The proposal shall identify and describe any potential problems, the Consultant's approach to resolving problems, and any special assistance which may be requested from C-SMMPO.

Consultants shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by C-SMMPO under Md. Ann. Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

- 1) The Consultant shall fill out the Price Proposal form(s) contained herein.
- 2) The Consultant shall also provide a detailed description of all line items to substantiate the lump sum bid to include but may not be limited to cost by team member including hours and hourly rates, task, subcontractor's hours and hourly rates, and project summary with their price proposal.

- 3) No additional allowances shall be provided for expenses incurred by the Consultant in performing the duties under this Contract. All pricing shall include all costs including but may not be limited to labor, overhead, materials, equipment, mileage, and vehicle fuel.
- 4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 120 calendar days to provide C-SMMPO the services as set forth herein.

D. PROPOSAL CONDITIONS

- 1) Price proposals which include detailed price information accompanying technical submittals shall be determined to be unacceptable to C-SMMPO and shall be returned to the Consultant.
- 2) Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.
- 3) Proposals may not be altered or amended by the Consultant after they are opened.

12. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee. No member of the evaluation committee shall be from an agency or organization submitting a proposal.

During the evaluation process, the Evaluation Committee and C-SMMPO reserves the right, where it may serve C-SMMPO's best interest, to request additional information or clarifications from Consultants. At the discretion of C-SMMPO or the Evaluation Committee, Consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

B. EVALUATION CRITERIA

Proposals shall be evaluated using the minimum criteria set forth in this RFP. Consultants meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which shall be considered during the evaluation process.

1) Technical Qualifications

Technical evaluations shall be based on information as provided in the Consultant's technical proposal and broken down as follows:

a. Past Performance Rating

Consultant shall be given a past performance rating which shall be based on the performance of the Consultant in completion of the three (3) previous related projects as submitted with the technical proposal.

b. Project Proposal

The merits of each proposal shall be evaluated in relation to the following:

- (1) Apparent understanding of the project description.
- (2) Comprehensiveness of the response to the RFP.
- (3) Creativity and Professionalism.
- (4) The Consultant is in good standing with SDAT or has the ability to establish itself as such prior to any potential award.
- (5) The Consultant has no conflict of interest with regard to any other work performed by the Consultant for C-SMMPO.
- (6) The Consultant adheres to the instructions in this RFP on preparing and submitting their proposal.

c. Strength of Team and Management

Based on Consultant's technical submittal, the C-SMMPO shall evaluate the expertise and experience of the Consultant and the project lead as it relates to the project in size, complexity, quality, and duration.

d. Schedule

The Consultant's submitted schedule shall be evaluated as to how well it meets the objectives of the project. The Consultant shall identify in the project all major work items with start and stop dates that are realistic and critical. The completion dates shown on the schedule will be used in the Contract. A Critical Path or similar schedule approach is preferred.

e. Related Projects

Consultant's knowledge and involvement in Comprehensive Plans and Transportation Planning projects.

2) Price

- (a) The total lump sum bid submitted on the Price Proposal form and the associated detailed description of all lines items to substantiate the lump sum bid is an integral part of the RFP and shall be considered during the selection process.

3) Interviews

Interviews will not be conducted.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between C-SMMPO and the Consultant. C-SMMPO reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of C-SMMPO. C-SMMPO reserves the right to not hold discussion after award of the Contract.

If a Consultant has not paid all taxes owed to either C-SMMPO or a municipal corporation in Calvert County, Maryland, St. Mary's County, Maryland, or the State of Maryland, or is not in compliance with filing requirements of the IRS for non-profits, C-SMMPO may reject the Consultant's proposal.

C-SMMPO reserves the right without prejudice to reject any or all proposals.

E. FINAL SELECTION

C-SMMPO shall award the Contract to the Consultant best satisfying the needs of C-SMMPO, unless all proposals are rejected.

13. ACCEPTANCE OF PROPOSALS

C-SMMPO intends to award a Contract to the Consultant best satisfying the needs of C-SMMPO. All proposals received by the closing deadline shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a Consultant shall be based upon both technical factors and price. Contents of the proposal may become agreement obligations if an agreement ensues. Failure of the Consultant to honor these obligations may result in cancellation of the award.

14. CONFLICT OF INTEREST

- A. No officer or employee of Calvert County Government, St. Mary's County Government, C-SMMPO, and no member of its governing body, and no other public official of the governing body of the locality or localities in which projects are situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of projects, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Consultant covenants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Consultant further covenants that in the performance of this Contract no person having such interest shall be employed.
- C. The Consultant shall identify any actual or potential conflicts of interest existing or which may arise if the Consultant is recommended for award and propose how such conflict(s)

might be resolved.

15. RESERVATIONS

C-SMMPO reserves the right to request clarification of information submitted or to request additional information about any Consultant as it may reasonably require.

16. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Contract or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of the parties to enforce thereafter each and every provision.

17. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the service required under the Contract.

18. DATA RELEASE

The Consultant shall not release information or any reports or other material pertaining to this Contract without the prior express written consent of C-SMMPO except to comply with appropriate state and federal requirements; and in such instances shall consult with C-SMMPO prior to so doing. Further, materials approved for release by the Consultant shall not be distributed for profit.

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated proposal, and C-SMMPO reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so.

The Consultant may publish information pertaining only to its service under this Contract, but shall not release copies of its documentation or final reports to any other parties without the prior written approval of C-SMMPO.

19. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained, at the Consultant's expense, for a minimum of three (3) years, unless the Consultant is notified in writing by C-SMMPO of the need to extend the retention period.

In addition, the Consultant shall respond to reasonable inquiries of any successor consultants and allow successor consultants to review working papers relating to matters of continuing service significance.

20. REVOCATIONS, CANCELLATIONS, ASSIGNMENT, OR SUBSTITUTION

C-SMMPO and the Consultant, respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and

legal representatives of such other party with respect to all covenants of this Contract. Neither C-SMMPO nor the Consultant shall assign, sublet or transfer any interest in this Contract without the prior written consent of the other. In the event that death or other cause necessitates substitution by C-SMMPO of another Consultant in place of the party hereto in order to complete the services called for in this Contract, the Procurement Officer shall determine the division of the fee between such substitute and the Consultant who is the party hereto. C-SMMPO, acting through the Procurement Office, may revoke or cancel this Contract at any time, with or without cause, provided it pay the Consultant the proportionate fee for services properly provided to that point in time.

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the _____
(Title)

and the duly authorized representative of the company of _____

_____ AND
Whose address is _____

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above company nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the C-SMMPO administrative or supervisory personnel or other members of the of C-SMMPO any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Authorized Signature

Date

Printed or Typed Name

AGREEMENT

This Agreement made this day of in the year , by and between

hereinafter called the Consultant, and the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization.

WHEREAS, the contract for **RFP 2021-009**
Complete Streets Plan

in the Amount of

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

- NOTICE TO CONSULTANTS
- PRICE PROPOSAL
- GENERAL TERMS AND CONDITIONS
- SPECIFICATIONS
- NON-COLLUSION CERTIFICATE
- ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
- REQUIRED Q&E/TECHNICAL PROPOSAL
- AGREEMENT

AND WHEREAS, the Contract has recently been awarded to the Consultant by the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Consultant, the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization, and the Calvert-St. Mary's Metropolitan Planning Organization evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Consultant does hereby covenant and agree with the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Organization and the Calvert-St. Mary's Metropolitan Planning Organization that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization and the Calvert-St. Mary's Metropolitan Planning Organization does hereby covenant and agree with the Consultant that it shall pay to the Consultant when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said
and the Board of County Commissioners of Calvert County on behalf of the Calvert St. Mary's Metropolitan Planning Organization and the Calvert-St. Mary's Metropolitan Planning Organization have caused these presents to be signed by their respective responsible officers.

CONSULTANT NAME

AUTHORIZED CONTRACT
REPRESENTATIVE

SIGNATURE

TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____(SEAL)

WITNESS

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

BY: _____
WILLIAM HUNT, DIRECTOR, ST. MARY'S COUNTY, LUGM,
CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

WITNESS

CALVERT COUNTY GOVERNMENT ATTORNEY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JOHN B. NORRIS, III, COUNSEL TO C-SMMPO