

October 7, 2013

RFP 34-112

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

**Comprehensive Update to the Zoning Ordinance & Subdivision Regulations  
for  
Prince George's County Planning Department**

A Pre-Proposal Conference is scheduled for at October 21, 2013 at 10:30 a.m. The meeting will be held at the Central Administration Building, located at 14741 Governor Oden Bowie Drive, Upper Marlboro, Maryland 20772, Fourth Floor Board Room. 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 are to be Received by:  
November 7, 2013 at 11:00 a.m.**

**All inquiries regarding this Proposal request are to be made to:**

Jana M. Harris, Principal Procurement Specialist  
(301) 454-1603 phone, (301) 454-1606 fax  
Jana.Harris@MNCPPC.org

RFP No: RFP 34-112

Proposal Name: Comprehensive Update-Zoning Ordinance & Subdivision Regulations

Pre-proposal Conference: 10:30 a.m. October 21, 2013

County Administration Building-4<sup>th</sup> Floor Boardroom  
14741 Governor Oden Bowie Drive  
Upper Marlboro, MD 20772

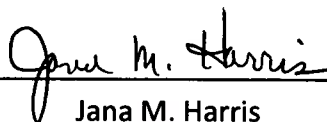
Deadline for Proposals: November 7, 2013 at 11:00 a.m.

Deliver to: Jana M. Harris  
M-NCPPC Purchasing Division  
6611 Kenilworth Avenue, Suite 300  
Riverdale, Maryland 20737

One (1) original and five (5) copies, 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-consultants to be utilized to accomplish the Scope of Services.

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

All inquiries regarding this proposal are to be made to Jana M. Harris, Principal Procurement Specialist, by telephone at 301-454-1603. A pre-proposal meeting will be held. Questions may be received via facsimile 301-454-1606, or e-mail, [Jana.Harris@mncppc.org](mailto:Jana.Harris@mncppc.org).



Jana M. Harris

Principal Procurement Specialist

**Part 1**

**General Information and General Conditions**

## **Section 1.1: General Information**

### **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 an 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 names 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.

### Preparation and Submission of Proposals

The Offeror should submit an original and five (5) copies of the proposal as indicated in the RFP announcement. 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 the phrase "A Corporation organized under the laws of the State of \_\_\_\_\_". Partnerships must give names of partners, using the phrase "Co-partners, doing business under the firm name of \_\_\_\_\_". Individuals using a trade name must give the individual name, using the phrase "An individual doing business under the trade name of \_\_\_\_\_".
- Submitted in accordance with the format as specified in the section titled Proposal Format. 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, date of opening, and title of the proposal. Received on or before the time, date and at the location specified in the RFP Announcement herein.  
Facsimile or electronic proposals will not be accepted.

### 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. Proposals received after the date and time specified for receipt of proposals will be rejected. 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.

## Award of Contract

The award will be made under the Sealed Proposal Method. Under the Sealed Proposal Method, discussions after proposals have been opened are permitted to allow clarification and changes in proposals. Judgment factors may be used not only to determine if the service offered meets the required criteria, as stated in this proposal, but also to evaluate competing proposals. Thus the quality of the service may be used as a trade-off against the price of the service and awards can then be made to the responsive and responsible Offeror whose proposal is most advantageous to the Commission.

Failure to enclose and submit requested data in the sealed proposal envelope or comply with the requests as stated herein may be cause for rejection of the proposal as non-responsive.

Changes in the phraseology of the proposal, additions, unauthorized substitutions, and limiting or conditional provisions may be cause for rejection of the proposal as non-responsive.

A proposal may be rejected as non-responsive if the Offeror fails to comply with the Commission's Anti-Discrimination Program.

A proposal from a debarred or suspended Offeror will be rejected as not responsible.

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

If the Offeror to whom an award is made should fail to execute the contract or deliver any insurance certificates within the time specified:

1. The award may be annulled and the project awarded to the next highest ranked Offeror under the evaluation criteria, who shall be required to fulfill all conditions as if such Offeror were the original Offeror to whom the award was made, or
2. The Commission may reject all remaining proposals.

Unless otherwise stated in the Scope of Services Section, the Commission reserves the right to award in the aggregate or to make separate awards.

The Commission reserves the right, when reviewing proposals for award, to waive minor informalities or irregularities in the proposals and in the proposing procedure. The Offeror to whom the award is made will be notified at the earliest possible date.

The Commission reserves the right to reject any or all proposals and to reject any or all optional items included in the proposal.

### 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:

- within 10 calendar days from receipt of the written decision, the protester mails or otherwise furnishes a written appeal to the Executive Director, or any person adversely affected by the decision commences an action in court.

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

## **Section 1.2: General Conditions**

### **Ethics in Procurement**

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

### **Specifications**

All work must be furnished in accordance with the Scope of Services Section of the RFP.

### **Payment**

Payment will be made by the Commission after acceptance of the work and submission by the Consultant 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 consultants on Commission contracts. For contracts with subcontracting opportunities, Offerors are required to provide MFDs the opportunity to submit proposals as sub consultants 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 Instructions section of the RFP specifies whether these forms must be submitted.
- Not discriminate against MFDs in their performance of work as sub consultants on Commission contracts.
- Submit forms verifying payment to sub consultants 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 nondiscrimination 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.

This RFP has subcontracting opportunities and, therefore each Offeror should demonstrate compliance with the Commission's Anti-Discrimination in Subcontracting Program.

The subcontracting anti-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).

**Part 2**  
**Scope of Services and Requirements for Proposal**

**Section 2.1 Project Description**

- A. Project Overview**
- B. On Going Planning Initiatives**
- C. Planning Department Staff Responsibilities**

**Section 2.2 Scope of Services**

**Section 2.3 Requirements and Submittal Information**

- A. Consultant Qualifications**
- B. Proposal Format and Content**

**Section 2.4 Evaluation Criteria**

**Section 2.5 Special Conditions**

**Section 2.6 Pricing Schedule**

## SECTION 2.1 – PROJECT DESCRIPTION

### **A. Project Overview**

The ordinance is more than 1,000 pages long and more than 50 years old. In order to promote growth, sustainable development, and economic vitality, a modern user-friendly code is needed. This project is one of the largest planning initiatives ever undertaken by the Department. There will be hundreds of difficult policy choices, and hundreds of pages of new legislation will have to be drafted. Existing zones will be consolidated and new zones created. The ultimate goal for this comprehensive revision is to realize and implement land use rules for the 21st century and to create a better Prince George's for all residents.

Prince George's County is presented with a unique opportunity as it prepares to update its Zoning Ordinance and Subdivision Regulations. Planned carefully, the County can solidify its position as an economically viable, walkable, sustainable, and human-scaled network of communities and neighborhoods for both residents and visitors while leveraging the value of its natural and historical amenities. With the recent update to the 2002 *Prince George's County Approved General Plan* and the focus on creating new master plans and sector plans at Metro rail station areas, transit-oriented development is a top priority.

#### **Project objectives:**

- Create a shorter ordinance with fewer zones.
- Provide a more predictable set of land use regulations for the community, developers, and county officials.
- Provide a simplified development approval process that moves more quickly.
- Integrate with and cross-reference other land use related ordinances and documents and ensure consistency with local, state, and federal laws and regulations.
- Incorporate hybrid or composite zoning provisions to address form and design where appropriate.
- Update the format and structure to be more user-friendly and intuitive, including the use of illustrations or other graphics to convey standards.
- Include mixed use, commercial, industrial, and residential districts that will help the County to achieve high-quality infill and redevelopment projects.
- Create standards and processes that incentivize development near transit stations.
- Support sound and responsible economic development, multimodal transportation, and a sustainable built and natural environment.

The Prince George's County Planning Department of the Maryland-National Capital Park and Planning Commission is seeking a consultant team to enter into a three-year contract, with an optional one-year extension for additional work and implementation assistance, to completely rewrite and simplify the county's Zoning Ordinance and Subdivision Regulations in accordance with the requirements set forth in the Scope of Services as detailed in Section 2.2 of this document.

#### **Key Deliverables:**

The three main deliverables as part of the three-year work program are:

- New Zoning Code and Subdivision Regulations
- Updated Citizen Handbook
- Training Program

The purpose of this project is to comprehensively update and provide a new zoning ordinance and subdivision regulations for Prince George's County.

Funding for the project will be provided on a fiscal year-to-year basis.

**Project Timeline:**

All work will be completed to the satisfaction of the M-NCPPC Prince George's County Planning Department. The Comprehensive Draft of the zoning ordinance and subdivision regulations will be delivered to the Prince George's County Planning Department no later than February 2016.

Each proposal submitted for consideration shall include a Preliminary Project Phasing Plan. This plan may differ from the initial plan below, but shall adhere to the overall project start and completion time line.

| <b>WORK COMPONENT</b>                                                      | <b>TIMEFRAME</b>                 |
|----------------------------------------------------------------------------|----------------------------------|
| <b>Phase I – Project Start-up</b>                                          | January – February 2014          |
| <b>Phase II – Evaluation and Recommendations</b>                           | February – November 2014         |
| <i>Task 1: Evaluation + Recommendations</i>                                | <i>February – May 2014</i>       |
| a. Advisory Committee Meetings                                             | Monthly                          |
| b. Internal Outreach                                                       | February - April 2014            |
| c. Stakeholder Group Meetings (4)                                          | March 2014                       |
| d. Countywide Forum #1 – Listening Session                                 | April 2014                       |
| e. Planning Board Briefing #1, #2                                          | March-May                        |
| f. District Council Briefing #1                                            | May 2014                         |
| <i>Task 2: Alternatives Development and Testing of Strategies</i>          | <i>May – November 2014</i>       |
| a. Internal Outreach                                                       | ongoing                          |
| b. Stakeholder Group Meetings (4)                                          | July – September 2014            |
| c. Countywide Forum #2 – Concepts and Strategies/Education                 | November 2014                    |
| d. Planning Board Briefing #3, #4                                          | October - November 2014          |
| e. District Council Briefing #2                                            | November 2014                    |
| <b>Phase III – Drafting the New Code</b>                                   | November 2014 – March 2017       |
| <i>Task 1: Internal Review Draft</i>                                       | <i>November 2014 - June 2015</i> |
| - Reviewed by Planning Department Staff                                    | June – July 2015                 |
| <i>Task 2: Public Review Draft</i>                                         | <i>August - November 2015</i>    |
| - Present to advisory committee, county agencies for review and discussion | November 2015                    |
| - Share with stakeholder focus groups for review and discussion            | November 2015                    |
| - Countywide Forum #3                                                      | November 2015                    |
| <i>Task 3: Comprehensive Draft</i>                                         | <i>Nov 2015 – June 2016</i>      |
| a. Introduction of bills                                                   | April 2016                       |
| b. Joint Public Hearing (PB Public Comment Session)                        | May 2016                         |
| c. Planning Board Work Sessions Complete                                   | September 2016                   |
| d. PB transmits zoning and subdivision ordinances to Council               | September 2016                   |
| e. Additional Council hearings (optional)                                  | October 2016                     |
| f. Council work sessions complete                                          | March 2017                       |
| g. Council approval of ordinances (and possible SMA)                       | March 2017                       |
| h. Executive approval of subdivision ordinance                             | April 2017                       |
| i. New ordinance takes effect                                              | June 2017                        |
| <b>Phase IV - Implementation</b>                                           | September 2016 – June 2017       |

## **B. On-Going Planning Initiatives**

The successful consultant team should be aware of other on-going planning initiatives within the Department as discussed below.

**2014 General Plan Update** - An update of the 2002 General Plan for Prince George's County is currently underway and is scheduled for completion in the spring of 2014. The general plan is intended to serve as a guide for future growth, development and public investment in the county and will establish policies and strategies to achieve the county's long-term vision and goals.

**New Master Plan Approval Process** - The master plan approval process is currently controlled by various provisions in the Zoning Ordinance, which results in a complicated, confusing process. The process for approving master, sector (small area) and functional plans will be re-written, consolidated, and simplified, resulting in improved public participation and transparency.

**Military Installations Overlay Zone** - An overlay zone designed to limit permitted uses on properties located in close proximity to Joint Base Andrews, a military facility with multiple, active runways for use by military aircraft. The Overlay Zone is scheduled for adoption by June, 2014.

**College Park Transit District Overlay Zone (TDOZ) Update** – This multiyear project will update the county's 1997 transit district development plan (TDDP) and transit district overlay zoning map amendment for the College Park-U of MD Metro station area and a portion of Riverdale Park. The TDDP/TDOZ will recognize and build on the strategic location of the Metro station as well as two proposed Purple Line platforms and leverage the presence of the University of Maryland's M Square Research Park. The plan will address transit-oriented, mixed-use development, pedestrian and transit accessibility, environmental considerations, and transportation issues and opportunities. Work on the update is underway, and a draft plan will be released for public inspection in spring 2014. The final plan is expected to be approved in late summer 2014.

**Bladensburg Urban Agriculture Zoning Text Amendment (ZTA)** - A pilot program designed to allow small scale, sustainable agriculture within a municipality and surrounded by high-density residential uses.

**Mixed –Use Transportation (M-X-T) and Mixed-Use Infill (M-U-I) Zone Improvements** - An effort to improve the M-X-T and M-U-I zones by removing density caps that have proven too restrictive, refining incentives to increase building heights, clarifying permitted uses, and generally improving the usability of the zones.

**Prince George's Plaza Transit District Overlay Zone (TDOZ) Update** - The Prince George's Plaza Transit District Development Plan (TDDP) and Transit District Overlay Zone (TDOZ) govern development in a 300-acre area of north Hyattsville, Maryland. The area is anchored by the Prince George's Plaza Metro Station and the Prince George's Plaza Shopping Center. The TDOZ was last updated in 1998. The Prince George's Plaza area is in transition from a primarily suburban neighborhood to a more intensely built-up urban enclave. Challenges to future transit-oriented development at Prince George's Plaza include the physical barrier of MD-410 (East West Highway) and the existing low-density suburban sprawl that currently surrounds the Metro station. Work on the Prince George's Plaza TDDP update is expected to begin during FY 2014.

**Day Care Amendments** - A council-led effort to restrict and phase out child day-care facilities in shopping centers amid concerns regarding safety and lack of appropriate outdoor play areas in "strip" shopping centers.

**Suitland Mixed-Use Town Center (MUTC) Improvements** – The *Approved Suitland Mixed-Use Town Center Zone Development Plan* was approved in February 2006. The development plan builds on the vision to create

a town center at the crossroads of Silver Hill and Suitland Roads to revitalize the business district and adjacent residential communities through the establishment of an M-U-TC Zone. Although the M-U-TC Zone is intended to be flexible and allow the applicants alternatives to strict application of all the design standards when developing in accordance with the goals, design principles, and intent statements of the development plan, the flexibility intent has been difficult to achieve when reviewing real project applications. Improvements include updating the land use and design concept of the development plan to reflect the recommendations of the *Preliminary Southern Green Line Station Area Sector Plan and Sectional Map Amendment* for this area.

Southern Green Line Station Area Sector Plan Overlay Zone (October Decision) – A council-led effort to apply an overlay zone to the entire project area in order to prohibit certain retail uses.

Gateway Arts District Development District Overlay (DDOZ) Update – A County Council resolution to amend the Hyattsville Gateway Arts District DDOZ to permit bed and breakfast inns.

#### **2014 General Plan Framework (See Part 3 - Attachment 1, 2, and 3)**

Six principles guide the Plan 2035 vision, policies, and strategies along with eight policy areas designated to guide future investment and development in Prince George's County.

#### Priority Investment Districts

Priority Investment Districts (PIDs) are targeted areas best suited to develop into regional economic engines, grow our commercial tax base, and stimulate job growth. With county support, each PID will develop around its Metro station into a vibrant, walkable regional-serving center with a robust economic and employment base; varied housing stock; and diverse, mixed-income communities. Investment in each PID will be coordinated and strategically targeted to incentivize growth, attract and retain new employers and workers, leverage private investment, and capitalize on market opportunities. Plan 2035 recommends designating Prince George's Plaza, New Carrollton, and Largo Town Center Metro Stations as the county's current PIDs.

#### Regional Transit Centers

The general plan update designates eight centers with extensive transit and transportation infrastructure and the long-term capacity to become mixed-use, economic generators for the county as regional transit centers. Plan 2035 recommends directing the majority of future employment and residential growth in the county to the Regional Transit Centers. These medium-to high-density areas are envisioned to feature high-quality urban design; incorporate a mix of complementary uses and public spaces; provide a range of transportation options, such as Metro, bus, light rail, bike share, and zip car; and promote walkability. They will provide a range of housing options to appeal to different income levels, household types, and existing and future residents.

#### Primary Employment Areas

Six employment areas were identified as a result of the county's Strategic Economic Development Plan in 2013. These areas reflect concentrations of economic activity in four targeted industry clusters—healthcare and life sciences; business services; information, communication, and electronics; and the federal government. Plan 2035 recommends continuing to support business growth in these geographic areas—in particular in the targeted industry clusters—concentrating new business development near transit where possible, improving transportation access and connectivity, and creating opportunities for synergies.

### Local and Suburban Centers

Plan 2035 designates 25 local and suburban centers, which includes new Purple Line stations, as community or suburban focal points for development and civic activity based on their access to transit or major highways. Plan 2035 recommends directing medium- to medium-high residential development, along with limited commercial uses to these locations, rather than scattering them throughout the established communities (discussed below). Plan 2035 envisions these centers as supporting walkability, especially in their cores and where transit service is available. Suburban centers will often be larger in size and may rely more on vehicular transportation.

### Established Communities

Plan 2035 classifies existing residential neighborhoods served by public water and sewer and commercial areas, outside of the regional transit centers and local and suburban centers, as established communities. Established communities are most appropriate for context-sensitive infill and low- to medium-density development. Plan 2035 recommends maintaining and enhancing existing public services (police and fire/EMS), facilities (such as libraries and schools), and infrastructure (such as sidewalks) to ensure that the needs of existing residents are met.

### Neighborhood Reinvestment Areas

Over time, some county neighborhoods have experienced a marked decline in property values, critical services, and neighborhood amenities as well as an increase in crime. These issues are due, in large part, to a lack of public investment. In 2011, Prince George's County established the Transforming Neighborhoods Initiative (TNI) to revitalize six neighborhoods: East Riverdale/Bladensburg, Glassmanor/Oxon Hill, Hillcrest Heights/Marlow Heights, Kentland/Palmer Park, Langley Park/Suitland, and Coral Hills/Suitland. Plan 2035 supports these revitalization efforts and designates the TNI neighborhoods as neighborhood reinvestment areas.

### Reserve Areas

Development is largely determined by the availability and capacity of water and sewer service. Controlling the expansion of water and sewer service is the easiest and most effective way a jurisdiction can manage and phase growth. Plan 2035 recommends placing properties that are located within the growth boundary, but which have not been approved for a water and sewer category change (which would allow for denser development) in reserve areas. The reserve areas are holding zones in which near-term development is deferred until additional residential capacity is required.

### Rural Areas

Our rural areas are home to low-density residential communities served by well and septic, significant natural resources, and important historic scenic roads and viewsheds. Plan 2035 recommends rural areas remain low-density residential or support park and open space land uses and focuses new investment on maintaining existing infrastructure and stabilizing small-scale, neighborhood-oriented commercial activities that support the areas' rural lifestyle and character.

### Agricultural Preservation Area

Plan 2035 designates an agricultural preservation area to protect prime agricultural and forest resources and promote the long-term viability of the agricultural sector. Investment in the agricultural preservation area will be targeted towards funding the Historic Agricultural Resource Preservation program, purchasing agricultural easements, and encouraging agricultural economic development activities.

### **C. Prince George's County Planning Department Staff Responsibilities**

The Prince George's County Planning Department core team will be composed of a project manager and 5 full-time planning staff members with some additional support from 11 technical resource specialists.

Planning Department staff will be responsible for:

- Providing content for the project website with occasional assistance by the project consultant team.
- Providing direction on the development of all code sections and draft provisions.
- Providing direction and clarification on the various policy documents in effect.
- Reviewing all proposed Zoning Ordinance and Subdivision Regulation provisions and coordinating documents prepared by the project consultant team.
- Coordinating all Zoning Advisory Committee meetings.
- Coordinating all Countywide Forum meetings.
- Coordinating all additional public outreach efforts.
- Providing responses and documenting public comments and questions with occasional assistance by the project consultant team.
- Preparing all official staff reports to the Planning Board and District Council.
- Providing GIS data for impact analyses and decision validations.

## SECTION 2.2 – SCOPE OF SERVICES

### A. Phase I – Project Start-up

Within seven days of the notice to proceed (NTP) the consultant team will attend a project kickoff meeting convened by the planning staff to review project team roles, responsibilities, and expectations; orient themselves to key project issues; review the scope of services in detail; review and discuss the project schedule; discuss the proposed public outreach plan for the project; and collect any additional background information and data.

The consultant will provide a detailed draft work plan that outlines the work program for staff's approval, identifying (by line item) tasks, subtasks, deliverables, responsible parties, division of labor by hours, and a preliminary phasing plan for project completion.

The consultant will provide a project organization chart, including the roles of lead consultants and subcontractors as well as project staff allocation and reporting relationships.

*Deliverable: (Within 14 days after Project Kickoff Meeting) Work Plan, Preliminary Phasing Plan, Public Outreach Plan review and recommendations*

### B. Phase II – Evaluation and Recommendations Report

#### ***B.1 Issue Identification and Evaluation:***

- a. **Existing Zoning Ordinance & Subdivision Regulations** – With the assistance of Planning Department staff, the consultant will review and prepare a comprehensive evaluation and diagnosis of the existing Zoning Ordinance and Subdivision Regulations. The consultant will identify major issues by each section of the Zoning Ordinance and Subdivision Regulations; identifying provisions that are effective, ineffective, and/or confusing by soliciting input from Planning Department staff, through council member interviews, stakeholder meetings, and the general public (Countywide Forum #1).

The consultant will evaluate the effectiveness of the current regulations to implement the policy recommendations of the 2014 General Plan update.

- b. **2014 General Plan Update** – The consultant will review and prepare recommendations for aligning the revised zoning ordinance and subdivision regulations with the 2014 General Plan policies.
- c. **Previous consultant draft ordinances** – Previous zoning and subdivision revision efforts from 2009 and 2010 will be made available to the consultant.

#### ***B.2 Alternatives Development and Testing***

After gathering input from Planning Department staff, council members, stakeholders, and the general public, the consultant will research and identify alternative strategies to address major issues with the existing regulations and alignment with the 2014 General Plan update policies including, but not limited to:

- Processes and procedures
- Zones, development standards, and use tables

- New document structure/formatting

Through the outreach process, the consultant will solicit input in order to test and evaluate the effectiveness of the recommended strategies and how they may be applied to the development and administration of the new zoning ordinance and subdivision regulations.

Prior to completion of Phase II, the consultant will develop a final phasing plan with a targeted time frame for start and completion for each of the anticipated major sections of the new code drafts including:

- Process and Procedures (including special exceptions)
- Residential Uses and Forms
- Rural, Agriculture, Open Space
- Commercial Uses and Forms
- Industrial Uses and Forms
- Mixed-use Uses and Forms
- Potential new zones such as Public Facilities Zones, Transit-Oriented Development (TOD) zones, etc.
- Subdivision Regulations and Development Standards
- Use Matrices
- Adequate Public Facilities (APF)
- Parking and Signs
- Parks and Open Space
- Public Right-Of-Way
- Overlays
- Nonconforming Uses
- Definitions
- Footnotes

*Deliverable: A report summarizing the findings of the initial analysis and evaluation of the documents listed in B.1, recommended strategies or approach for each component of the code identified above, proposed new ordinance structure, and a final phasing plan for work to be completed (code revisions and its components).*

### **C. Phase III – Drafting the New Code**

The New Zoning Ordinance and Subdivision Regulations should develop standards that produce more predictable outcomes for all stakeholders; apply the use of more tables, charts, and graphics to the ordinances for ease of use; offer a wide variety of zoning options that will effectively implement the 2014 General Plan policies; reduce the County's dependence on discretionary approvals and overlay zones; and should not stand in the way or impede economic development opportunities.

Based on the findings and results of the previous phases and the Final Project Phasing Plan, the consultant will prepare a series of draft ordinances (of each component of the revised zoning ordinance and subdivision regulations) that comprise a well-organized and user-friendly structure using graphics to illustrate text language. The new Zoning Ordinance and Subdivision Regulations will be consistent with the goals, objectives, policies, and principles established in the 2014 General Plan Update and with the objectives outlined in Section 2.1 of this document.

### **C.1 Internal Review Draft**

The consultant will present a draft of each component of the new Zoning Ordinance and Subdivision Regulations to the Planning Department staff for internal review and evaluation. In conjunction with the internal review draft, the consultant will create a methodology for testing and evaluating the proposed Zoning Ordinance provisions. The new ordinance language will be tested to identify effectiveness, appropriateness, practical and legal problems, and that the form of the new code language will be simplified and user-friendly.

The Planning Department staff will provide a response to the proposal in writing within 20-30 working days of receiving an Internal Review Draft. The consultant will then have 10-15 working days to address any comments or concerns identified by Planning Department staff, which will ultimately become the Public Review Draft.

### **C.2 Public Review Draft**

With the support of the consultant, Planning Department staff will present each Public Review Draft component to the following stakeholders for review and discussion, and also share it with the public to receive comments and input:

- Zoning Advisory Committee
- County Agencies
- Stakeholder Focus Groups

The Public Review Draft will also be shared with the public through Countywide Forum meetings to receive public comment and input. The Zoning Advisory Committee, County Agency partners, and Stakeholder Focus Groups will provide a response to the proposed provisions during individually scheduled meetings. Planning Department staff will provide a summary of public input received at Countywide Forums after scheduled meetings. The consultant will then have 10 to 20 working days, depending on the complexity of issues, to address any comments or concerns identified by the Zoning Advisory Committee, County Agencies, Stakeholders, and Planning Department staff, which will ultimately become the Comprehensive Draft.

### **C.3 Comprehensive Draft**

After Zoning Advisory Committee, County Agencies, Stakeholders, Planning Department staff and public consideration, evaluation and testing of the proposed component or group of components of the Zoning Ordinance, the consultant will incorporate final revisions to prepare a Comprehensive Draft of each component. This will be a refinement of the Public Review Draft and may include new alternative approaches if the original selected approaches prove unsuccessful through testing and evaluation.

The Comprehensive Draft is the actual code language that will be submitted first to the Planning Board, then to County Council, and may require subsequent amendments/revisions as it makes its way through the adoption process. These changes will be made by the Planning Department staff, but may require additional hours by the consultant in order to assist staff with technical support. This work will be billed on a time and materials not to exceed basis. The Consultant is not expected to carry out community meetings on this draft.

*Deliverable: An internal review draft for each component of the new zoning ordinance and subdivision regulations based on the response received from Planning Department staff's review of the Evaluation and Recommendations Report as outlined in Section 2.2B; A Public Review draft for each component of the new zoning ordinance and subdivision regulations based on the response received from the initial Planning Department staff review of the internal review draft; A Comprehensive Draft for each component of the proposed new Zoning Ordinance and Subdivision Regulations in both electronic and hard copy format that is ready to take forward to the Planning Board and County Council.*

## **D. Phase IV – Implementation**

**D1. Update “A Citizen’s Handbook”** - This publication is designed as a reference handbook for citizens to describe planning, zoning, and development review activities in Prince George's County, Maryland. Much of the information is drawn directly from the county's Zoning Ordinance and Subdivision Regulations. The consultant will prepare a revised “A Citizen’s Handbook” reflecting the new Zoning Ordinance and Subdivision Regulations.

**D2. Zoning Maps** - A sectional map amendment may be necessary that places all county land within a current or new zoning category. The consultant will work with planning department staff to develop recommendations, including a detailed timetable and specific milestones, on how to proceed with a comprehensive revision of the county’s zoning maps. The consultant will also prepare a zoning equivalency chart that identifies the equivalent between the new zoning options and those available in the current zoning ordinance and subdivision regulations. These recommendations must be submitted concurrent with the submission of the proposed new Zoning Ordinance and Subdivision Regulations.

**D3. Transition and Training** – The Consultant will provide recommendations on the process for transitioning between the current Zoning Ordinance and Subdivision Regulations and the proposed Zoning Ordinance and Subdivision Regulations. The consultant will also prepare a matrix which cross references where provisions from the old Zoning Ordinance and Subdivision Regulations, or equivalent provisions, can be found in the new Zoning Ordinance and Subdivision Regulations.

The consultant will develop a training program on the new Zoning Ordinance and Subdivision Regulations for users that includes staff, professional code users, community residents and civic associations. The consultant will assist the Planning Department staff in conducting the trainings and will provide the training materials in the form of presentations, handouts, exercises and a guidebook that provides an overview of key elements as well as more technical aspects.

*Deliverable: Updated Citizen Handbook, Comprehensive Revision to the County Zoning Map, Zoning Equivalency Chart that identifies the equivalent between the new zoning options and those available in the current Zoning Ordinance and Subdivision Regulations, Transition Recommendations, Training curriculum and schedule for Planning Department staff, County Agencies, Planning Board, District Council, professional code users, community residents and civic associations.*

## **E. Advisory Committee and Public Outreach**

The following proposed public outreach process is a multi-level approach focused on five key areas of involvement including partnership, interaction, input, education, and awareness. Each of these will be executed using various outreach methods as outlined below. The consultant will assist the Planning Department staff in preparing for and executing the outreach meetings. The proposed process will involve three main outreach components.

### **A. Zoning Advisory Committee**

The Zoning Advisory Committee is a 10-member support committee composed of high level stakeholders which is tasked to advise the Planning Department staff and consultant team on major issues of policy.

The Planning Department staff will meet with the Zoning Advisory Committee on an as needed basis throughout the process. Planning Department staff will be responsible for coordinating these meetings.

*Deliverable: The consultant will be responsible for providing Planning Department staff with any support in the form of presentation aids, graphics, or other materials needed to conduct each meeting. The consultant will also provide the technical/expert support needed respond to questions and concerns when necessary.*

## **B. Internal Outreach**

1. *County Executive & County Agencies* - Building a base of support and early buy-in are a critical component to successfully executing an effort such as a comprehensive code rewrite. Constant collaboration is necessary with the County Executive, his staff, and the following agency partners as they play an important role in shaping the future of land development and economic stability in the county:

- Department of Public Works & Transportation
- Department of Environmental Resources
- Department of Permits Inspections & Enforcement
- Prince George's County Economic Development Corporation
- M-NCPPC Department of Parks and Recreation, Prince George's County.

2. *Planning Board* - Collaboration with the Planning Board will include a series of briefing sessions throughout the life of the project to communicate the findings and recommendations of analysis, diagnosis, and public outreach. In addition to the regular briefings, the consultant will participate with Planning Department staff in work sessions with the Planning Board to review public comments obtained from the countywide forums and public hearings in order to assess the input, findings, and recommendations as documented by the team and to assess the need for additional revisions. Planning Department staff will be responsible for coordinating these meetings.

3. *District Council* - Collaboration with the District Council will include initial interview sessions in order to identify priorities, concerns, and issues of these decision makers in the development review process and to ensure that their concerns are addressed. In addition to interview sessions, periodic briefings will be conducted to update the council members on the progress of the project along with working sessions to present the recommended revisions to the Zoning Ordinance & Subdivision Regulations. Planning Department staff will be responsible for coordinating these meetings.

*Deliverable: The consultant will participate in and assist Planning Department staff in preparing draft agendas and presentation materials for internal outreach meetings and briefings, as well as presenting proposed presentations for the countywide forums. The consultant will conduct interview sessions with County Council members to identify concerns and issues and to ensure that their concerns are addressed in the consultant's evaluation and subsequent reports.*

## **C. External Outreach**

1. *Stakeholder Group Meetings (Community Partners)* - The external outreach component will focus on partnering with key organizations within Prince George's County and local experts outside the county, such as developers and land use professionals, businesses, community residents and municipalities and civic organizations, as well as academia that will be important partners in the implementation of

the new zoning ordinance and subdivision regulations. The stakeholder group meetings will be organized into four focus groups. Members of the focus groups will be invited to attend based upon their ability to effectively communicate the concerns of the particular group. This phase will include identifying and organizing a key stakeholder list for ongoing activities. Planning Department staff will be responsible for coordinating these meetings.

2. *Countywide Forums (General Public)* - The countywide forums will focus on engaging with the broader community. The first set of Countywide Forums, will involve three “Listening Sessions” in various areas of the county in order to provide the means and opportunity for everyone’s voice to be heard. The listening sessions are intended to be a forum where the community has the opportunity to discuss the existing zoning ordinance and subdivision regulations, how it can be improved, how easy it is to understand, and the types of projects they would like to see built in their community. Planning Department staff will be responsible for coordinating these meetings.

Two additional sets of meetings will be conducted to engage the general public in the implementation process for a total of nine countywide forums over the length of the project.

- Listening Sessions (3)
- Zoning & Subdivision Best Practices/Preferred Strategies (3)
- Public Review Draft - Recommended Revisions to the Ordinance (3)

*Deliverable: The consultant will be responsible for providing Planning Department staff with any support in the form of presentation aids, graphics, or other materials needed to conduct each meeting. The consultant will also provide the technical/expert support needed respond to questions and concerns when necessary.*

3. *Outreach Tools and Supplemental Methods* - The consultant will assist Planning Department staff, including the Department’s Publications staff and the Planning Board Public Affairs staff, in developing public outreach and education materials that inform the public of the outreach process and explain the proposed Zoning Ordinance and Subdivision Regulations components and the need for revisions. These materials should utilize simple and accessible language, should be visually stimulating, and should utilize original art produced for this initiative whenever possible.

Responsibilities may include:

- Identifying key outreach messages
- Developing materials for various outreach activities
- Project Website content
- Quarterly Newsletters
- Assisting with social media

*Deliverable: Public outreach and education materials that will keep the public informed throughout the entire project timeline.*

## SECTION 2.3 PROPOSAL REQUIREMENTS AND SUBMITTAL INFORMATION

### A. Consultant Qualifications

The successful consultant team must be visionary strategists and have expertise in the areas of code writing, urban design, transit-oriented development, transportation planning, graphic design, public outreach, market analysis and feasibility, and project and team management.

The team must demonstrate the following knowledge, skills, and abilities:

- Knowledge and familiarity with Prince George's County and/or knowledge of the planning and development review process in other jurisdictions that are comparable to Prince George's County.
- Experience drafting legislation regarding zoning requirements, subdivision regulations, and land use issues.
- The ability to write clear, concise language, and create high-quality graphic illustrations.
- Excellent verbal and written communication skills.
- The ability to coordinate multiple sub-contractors in order to deliver work in an effective and timely manner.
- The ability to conduct independent research projects and document findings in a series of written reports.
- The ability to solicit public input through a variety of public outreach methods.
- Experience resolving implementation issues associated with the development review process.
- The ability to produce graphics and/or original artwork for outreach purposes.
- The ability to develop, coordinate, conduct, and assist in the delivery of end user training in the use of the new zoning ordinance and subdivision regulations.

### B. Proposal Format and Content

**Proposal Preparation:** Consultants 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 consultant have executed a written contract for performance of the work.

**General Information:** Consultants submitting proposals are requested to submit six (6) copies (**an original and five copies**) of the bound and sealed proposal that meet the following submittal requirements. Proposals shall include sufficient detail for the evaluation panel to effectively assess what the consultant proposes and the consultant'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 format:

1. **Company Profile:** Provide the following 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 subcontractor. The company profile information should be no more than two (2) pages for the prime company and one (1) page for each named subcontractor.
  - a. Firm name and business address, including telephone, facsimile number, e-mail address, and

- contact name;
- b. Year established (include former firm names and year established, if applicable);
- c. Type of ownership and parent company, if any. Subsidiary companies shall also be identified;
- d. Brief history of the firm and summary of specialty areas; and
- e. Organizational structure for this project, including sub-consultants.

**2. Scope of Services - Methodology and Approach:** All proposals shall include a detailed methodology to complete the project requirement items. Provide a preliminary phasing plan that specifies the specific tasks to be accomplished, necessary task descriptions, indicate start and projected completion date for each task, delineate key milestones, provide a completion time frame for each consultant responsibility, and specify deliverables. Written proposals containing variations to the scope of services will be considered, but they must clearly demonstrate the advantages of the recommended alternative approach.

**3. Qualifications and Experience of Firm and Staff:** The consultant should possess qualifications and previous experience performing work as described in this RFP. Consultants must furnish proof of ability to perform the work outlined in this RFP placing emphasis on the sequence and relationships of major steps and methods for managing the work.

All proposals shall include resumes of all required personnel, including sub-consultants and the qualifications for each position. A Project Manager must be designated and identified, and a detailed resume must be submitted. The percentage of the Project Manager's time dedicated to this project should be included, along with the dedicated time of other key personnel. If personnel must be shared with other projects, indicate exactly how much time will be devoted to other projects. If Sub-Contractors are to be used, describe the arrangement, their role in the project and how the team will work together.

Include an organizational chart for the project which lists all personnel and sub-consultants to work on the project, delineate responsibilities, and include personnel assignment, contact person and phone number. Submit examples of project work which demonstrate the consultant's ability to provide the services as stated.

**4. Reference List:** Provide references (minimum of two) for which the consultant performed similar studies on regulatory reform with recommendations to rewrite local ordinances and regulations to enhance the implementation of approved land use and development policies.

**5. Itemized Costs:** The consultant shall itemize costs on the pricing schedule provided herein for and provide all-inclusive costs for all task items. The consultant shall itemize costs and expenses for each task/deliverable listed in the proposal. The quoted fee proposal will include all incidental costs including, but not limited to, travel, priority mail, binding, photocopying, faxing, photographs, internet service, telephone calls, and supplies/materials as needed to complete the project requirements.

**Please note: If you are selected for contract award and your costs exceed \$100,000.00 you will be required to provide an audited financial statement as part of your contract documentation.**

## **SECTION 2.4 EVALUATION CRITERIA**

The selection process to secure a consultant will utilize an evaluation panel identified by the Prince George's County Planning Department to evaluate all proposals that meet the submittal requirements according to the criteria listed below. After initial proposal review, the Commission may request supplemental discussion, presentation or clarification of the consultants' proposals to determine those capable of award of contract. In order to evaluate each proposal received, the Commission established the following criteria listed in order of importance. The Commission reserves the right to reject any and all proposals submitted and to accept or reject any or all parts of the proposals as submitted without discussion. Oral presentations, if requested, will be presented to the evaluation committee. Special audio or visual presentation materials may be required. The consultants should be prepared to answer questions regarding all aspects of their proposals. Key project team members should be present at the oral presentation and be able to respond to questions from the evaluation panel. However, consultants are advised that an award may be made without discussion. Therefore, the initial proposal shall provide the evaluation panel with sufficient information to recommend award without discussion.

- |                                                                       |                    |
|-----------------------------------------------------------------------|--------------------|
| <b>1. Scope of Services – Methodology and Approach</b>                | <b>0-50 points</b> |
| <b>2. Qualifications of the Firm and Staff (including references)</b> | <b>0-40 points</b> |
| <b>3. Itemized Costs</b>                                              | <b>0-10 points</b> |

## SECTION 2.5 SPECIAL CONDITIONS

1. **Draft Contract.** Attached is a sample contract. Consultants 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 Consultant will be required to sign a final contract within seven (7) calendar days after notification of award.
2. **Commencement of Work.** The Consultant will be expected to commence work within five (5) business days of the date of the "Notice to Proceed" issued by M-NCPPC.
3. **Insurance Requirements.** The Consultant will be required, simultaneously with the execution of the contract, to furnish the contract administrator satisfactory proof of insurance required by the attached Insurance Checklist. In addition to the general insurance requirements described in the checklist, the Consultant must maintain in full force and affect professional liability insurance.
4. **Subcontracting or Assigning.** The proposal shall clearly indicate the proposed sub consultants to be utilized in accomplishing the scope of services (when applicable). Once a contract has been awarded to the successful Consultant, no portion of the resulting contract will 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 will be null and void. Consent to subcontract, assign, or dispose of any portion of the contract will not be construed to relieve the Consultant of any responsibility for fulfilling all the requirements of the contract. Nothing contained in the proposal or contract documents will create any contractual relationship between any sub consultant and M-NCPPC. The Proposed Subcontracting Utilization Form must be submitted with the proposal.
5. **Confidentiality of Commission Materials/Information.** The Consultant agrees to hold all materials and information belonging to M-NCPPC in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information, and not to release it to or disclose it to any other party. Any information of a restricted nature provided to the Consultant by the contract administrators or his designee in the course of contract implementation will be handled in accordance with restrictions placed thereon by the contract administrator. Information or documents given to or generated by the Consultant in the course of contract implementation will be considered restricted information and subject to handling and dissemination restrictions as specified herein and/or as specified by the contract administrator(s). The Consultant will indemnify and save harmless M-NCPPC, its officers, agents and employees from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, or any information, data documents, or materials pertaining in any way to the resultant contract by the Consultant, its agents or employees.
6. **Right of Ownership.** All material and work items produced by the Consultant and any sub consultants will be the sole property of M-NCPPC. Under no circumstance will the selected Consultant use or disseminate this information, in any form to any outside parties.
7. **Official Records.** The Consultant agrees that none of M-NCPPC's records will be removed from the M-NCPPC's premises.
8. **News Releases.** All Consultants, prior to award and the successful Consultant after award will not make any news releases concerning this contract without the prior written permission of the contract administrator.

9. **Debriefing of Unsuccessful Offerors.** Upon written request made within fifteen (15) calendar days after contract award, the Purchasing Office will provide any unsuccessful Consultant with a discussion of the M-NCPPC's evaluation of its proposal, citing the deficiencies and weaknesses. Point-by point comparisons with the proposals of others will not be made. Debriefings will not include discussions of information contained in other Consultants' proposals.
10. **Payment Schedule.** The Consultant is expected to invoice M-NCPPC for its services in a manner consistent with the progress of the project and the work completed. Payments will only be disbursed for work products successfully completed and accepted, as determined solely by the M-NCPPC. Payment(s) will be based on acceptable deliverables or key accomplishments, and not on time spent on the project. M-NCPPC will remit payment within (30) days of acceptance and receipt of a properly prepared invoice, whichever is later.
11. **Contract Award.** The M-NCPPC reserves the right to award one or multiple contracts as a result of this RFP.
12. **Contract Term.** The initial term of the Contract is three years with a one year option to extend. Any options to extend must be made in writing by the Commission.
13. **Complete Services/Products.** The successful Consultant 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.
14. **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 Consultant 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.

## SECTION 2.6 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. Offeror shall fully complete all information below.

| TASKS                                                             | ALL-INCLUSIVE COSTS |
|-------------------------------------------------------------------|---------------------|
| <b>Phase I – Project Start-up</b>                                 |                     |
| <b>Phase II – Evaluation and Recommendations</b>                  |                     |
| <i>Task 1: Evaluation + Recommendations</i>                       |                     |
| d. Countywide Forum #1 – Listening Session                        |                     |
| e. Planning Board Briefing #1, #2                                 |                     |
| f. District Council Interviews                                    |                     |
| <i>Task 2: Alternatives Development and Testing of Strategies</i> |                     |
| c. Countywide Forum #2 – Concepts and Strategies/Education        |                     |
| d. Planning Board Briefing #3, #4                                 |                     |
| e. District Council Briefing #2                                   |                     |
| <b>Phase III – Drafting the New Code</b>                          |                     |
| <i>Task 1: Internal Review Draft</i>                              |                     |
| <i>Task 2: Public Review Draft</i>                                |                     |
| - Countywide Forum #3                                             |                     |
| <i>Task 3: Comprehensive Draft</i>                                |                     |
| b. Joint Public Hearing (PB Public Comment Session)               |                     |
| c. Planning Board Work Sessions                                   |                     |
| f. District Council Work Sessions                                 |                     |
| <b>Phase IV - Implementation</b>                                  |                     |
| <b>Total</b>                                                      |                     |

**Note: Costs are all inclusive. Please attach a breakdown of all cost categories, to include any applicable hourly rates.**

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_  
(Printed)

Authorized Representative: \_\_\_\_\_  
(Signature)

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Part 3**

**FORMS AND ATTACHMENTS**

**Attachment 1. Vision-2014 General Plan Update-Plan Framework**

**Attachment 2. 2014 General Plan Priority Investment Map**

**Attachment 3. Economic Drivers and Catalysts a Targeted Economic Development Strategy  
for Prince George's County, Maryland (Separate Attachment)**

**Attachment 4. Vendor Information Form**

**Attachment 5. Insurance Checklist Form**

**Attachment 6. Non-Discrimination In Subcontracting Form**

**Attachment 7. Sample Contract**

**Attachment 1. Vision -2014 General Plan Update-Plan Framework**

# Our Vision for the Future

In 2035, Prince George's County is the community of choice for families, businesses, and workers in the region. It is distinguished by strong, green, and healthy communities; a competitive, innovative, and adaptive economy; vibrant and walkable mixed-use centers; restored ecosystems; and iconic destinations. It meets the diverse needs of all Prince Georgians and embraces and builds on the momentum generated by new residents, technology, and business opportunities.

Building on the vision elements developed through Envision Prince George's (see Planning Guidance), our Plan 2035 vision says what we want our county to become during the next two decades. Our vision reflects our dedication and passion to ensuring a bright future for Prince George's County. It is forward thinking and aspirational.

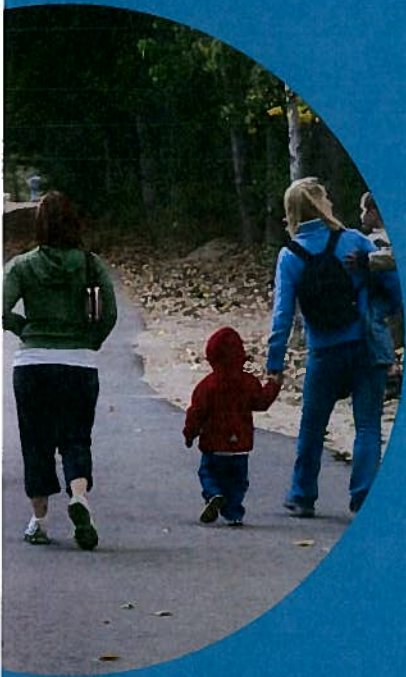
Achieving our vision requires we do things differently. We must embrace a new way of thinking and acting for our county to realize its full potential. We—our leaders, residents, and stakeholders—must commit to:

- Developing sustainably
- Thinking holistically
- Investing strategically
- Growing equitably

*that Prince George's County has not effectively focused its resources, policies, or development (see Section X). While we cannot undo past decisions, we can change the trajectory of future growth and development through long-term collaboration, commitment, and bold actions. Creating a new vision or blueprint for Prince George's County through Plan 2035 is the first step in this process. The second and most important step involves establishing priorities. The final step requires us to commit to a clear course of action.*

## Plan Theme

Plan 2035 translates these guiding principles into three themes—WORK, LIVE, and SUSTAIN—developed through community consensus during Envision Prince George's (see Defining the Context). These overlapping themes frame the Plan 2035 vision, policies, and recommendations and underscore the importance of weighing economic, social, and environmental decisions when creating land use policy.



Each of the eight Plan 2035 Elements explains how it strengthens our ability to WORK, LIVE, and SUSTAIN in the future.



In 2035 Prince Georgians **WORK** in a thriving and diverse economy that:

- Provides a range of well-paying jobs for county residents.
- Grows the tax base by nurturing strong industry clusters in federal hubs; business services; information, communication, and electronics; and healthcare and life sciences.
- Acknowledges and builds upon the county's industrial strengths and supports related emerging industries, such as the green economy.
- Advances and leverages our research and higher education institutions, including the planned regional medical center.
- Capitalizes on our transportation network, in particular our existing Metro and proposed Purple Line stations, and strategic location in the region.
- Supports our unique assets and destinations, such as the Gateway Arts District and National Harbor.

In 2035 Prince Georgians **LIVE** in safe, walkable, and healthy communities that:

- Supply a variety of high-quality housing options—ranging in price, density, and type.
- Allow our seniors age in place and residents to explore alternative housing arrangements, such as co-housing and eco-communities.
- Preserve and celebrate our cultural and historic resources and foster community character.
- Promote healthy lifestyles by ensuring access to healthy foods, health services, and a network of trails, parks, and recreational opportunities.
- Provide high quality, efficient, and equitable public services, such as education, police, fire/EMS, and water and sewer.

In 2035 Prince Georgians **SUSTAIN** our natural resources and rural areas by:

- Promoting higher-density, compact, mixed-use development in our Regional Transit Centers.
- Incentivizing “green” construction practices at the building and neighborhood scale.
- Proactively enhancing and restoring our ecosystems and planning for climate change.
- Preserving our rural and agricultural communities and viewsheds.

## Plan Framework

**Plan 2035 Goal:** Prince George's County develops sustainably and equitably. It directs new development to existing transit-oriented centers; focuses public investment on its economic engines; capitalizes on and maintains its infrastructure; strengthens its established communities; and proactively preserves its natural, historic, and cultural resources.

## Guiding Principles

Six principles guide the Plan 2035 vision, policies, and strategies.

### 1. Concentrate Future Growth

*Our natural resources are increasingly being degraded and our financial resources are stretched across numerous priorities, such as our schools and police, community services, and economic development initiatives. It is critical that new development not disproportionately use our county's limited resources and harm our natural environment. One way to do this is to proactively encourage development to build on our existing infrastructure—our transit, roads, trails, water and sewer system, and public facilities—rather than to call for new infrastructure. This will help ensure we use our tax dollars efficiently and protect our rural and agricultural communities and open spaces. Plan 2035 commits to concentrating future growth to achieve our 2035 vision and illustrates where and how we should grow in the Growth Policy Map (see page 12).*

### Growth Policy Map

*The Growth Policy Map (see page 12) visually communicates where and how we should grow and evolve as a county over the next 20 years, as well as which parts of the county will not experience substantial change. It introduces seven new area classifications, which replace the 2002 General Plan tier, center, and corridor designations (see Section 2).*

*The Growth Policy Map takes into account our existing development patterns, environmental features, existing and planned transportation investments, and projected growth and balances these factors with the county's underlying capacity to meet the needs of existing communities and to accommodate future development. It builds on the input received through the Plan 2035 outreach process and the results of the scenario planning analysis (see Education and Engagement).*

### The Plan 2035 Policy Map

The Growth Policy Map takes into account our existing development patterns, environmental features, existing and planned transportation networks, and projected growth and balances these factors with the county's underlying capacity to meet the needs of existing communities and accommodate future development. It builds on the input received through the Plan 2035 outreach process and the results of the scenario planning analysis (see Education and Engagement).



### The Plan 2035 Policy Map

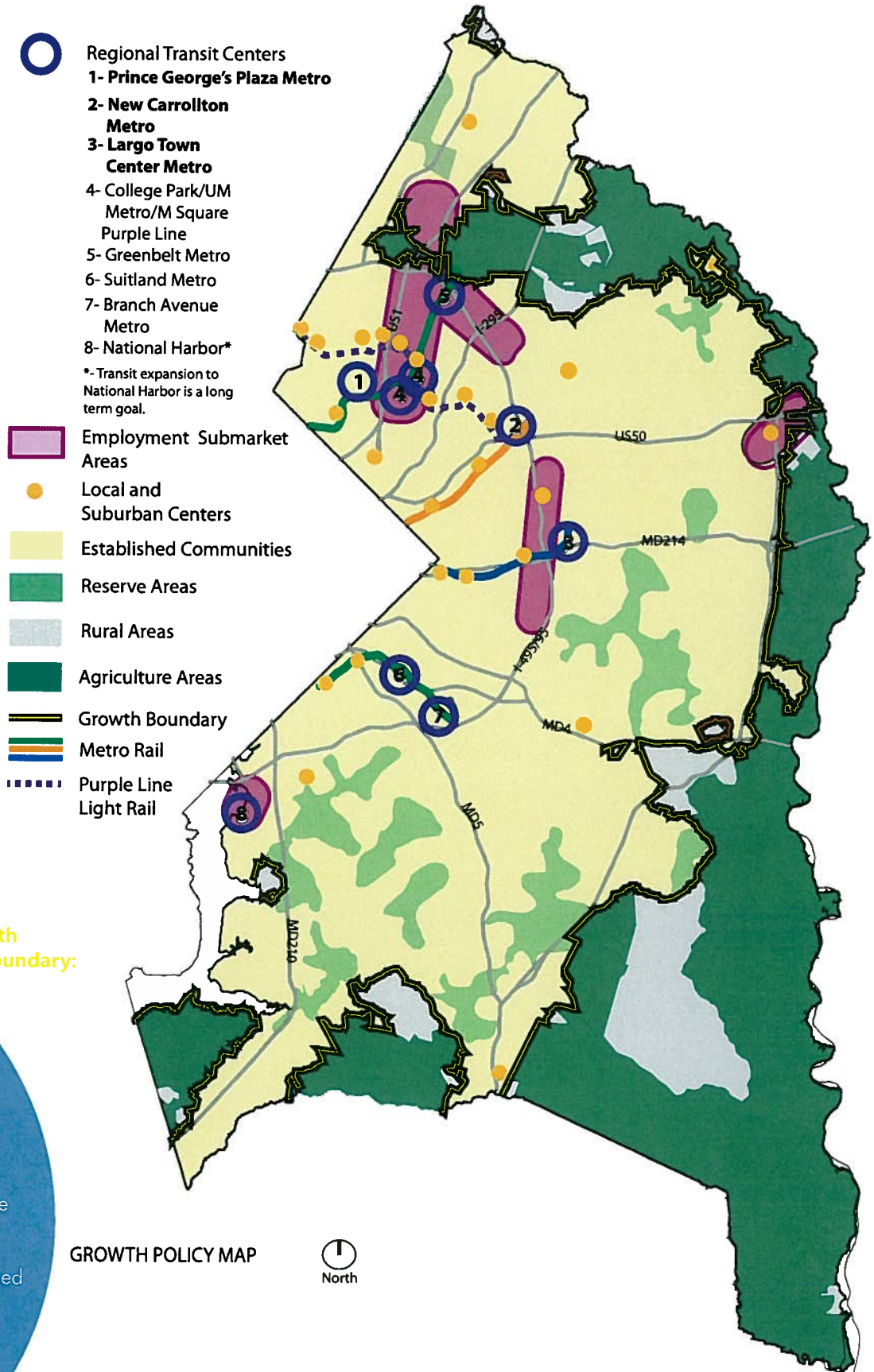
Provides direction on the prioritization of county resources.

Guides the location and phasing of new public facilities and other infrastructure.

Offers policy guidance that will be used to refine functional master plans.

Does not identify land uses and zoning for specific properties.

## Map 1. Growth Policy Map



### Growth Boundary:

While not an area, the (water and sewer) growth boundary is important because it designates the areas that are eligible to receive public water and sewer service and impacts where we grow and develop. The rural and agriculture areas are not eligible for public water and sewer service and are, therefore indicators that assessed the capacity and potential of each center to support future growth and development.

**Regional Transit Centers:** Plan 2035 designates eight centers with extensive transit and transportation infrastructure and the long-term capacity to become mixed-use, economic generators for the county as Regional Transit Centers. The centers were selected based on a quantitative analysis of 31 indicators that assessed the capacity and potential of each center to support future growth and development (see Section X). Plan 2035 recommends directing the majority of future employment and residential growth in the county to the Regional Transit Centers. These medium- to high-density areas are envisioned to feature high quality urban design, incorporate a mix of complementary uses and public spaces, provide a range of transportation options, such as Metro, bus, light rail, bike share, and zip car, and promote walkability. They will provide a range of housing options to appeal to different income levels, household types, and existing and future residents.

**Employment Areas:** Six Employment Areas were identified as a result of the county's Strategic Economic Development Plan in 2013. These areas reflect concentrations of economic activity in four targeted industry clusters—healthcare and life sciences; business services; information, communication, and electronics; and the Federal Government. Plan 2035 recommends continuing to support business growth in these geographic areas—in particular in the targeted industry clusters—concentrating new business development near transit where possible, improving transportation access and connectivity, and creating opportunities for synergies.

**Local and Suburban Centers:** Plan 2035 designates 25 Local and Suburban Centers, which includes new Purple Line stations) as community or suburban focal points for development and civic activity based on their access to transit or major highways. Plan 2035 recommends directing medium- to medium-high residential development, along with limited commercial uses to these locations, rather than scattering them throughout the Established Communities (discussed below). Plan 2035 envisions these centers as supporting walkability, especially in their cores and where transit service is available. Suburban Centers will often be larger in size and may rely more on vehicular transportation.

**Established Communities:** Plan 2035 classifies existing residential neighborhoods served by public water and sewer and commercial areas, outside of the Regional Transit Centers and Local and Suburban Centers, as Established Communities. Established communities are most appropriate for context-sensitive infill and low- to medium-density development. Plan 2035 recommends maintaining and enhancing existing public services (police and fire/EMS), facilities (such as libraries and schools), and infrastructure (such as sidewalks) to ensure that the needs of existing residents are met.

**Reserve Areas:** Development is largely determined by the availability and capacity of water and sewer service (see Growth Boundary below). Controlling the expansion of water and sewer service is the easiest and most effective way a jurisdiction can manage and phase growth. Plan 2035 recommends placing properties that are located within the Growth Boundary, but which have not been approved for a water and sewer category change (which would allow for denser development) in Reserve Areas. The Reserve Areas are holding zones in which near-term development is deferred until additional residential capacity is required. (See page xx

**Centers:** Each of the centers designated during or following the 2002 General Plan as well as the Purple Line Light Rail transit stations is now categorized as either a Regional Transit Center or a Local and Suburban Center (discussed below).

**Priority Investment Districts (PIDs):** PIDs are those Regional Transit Centers designated for coordinated public investment and support.

**Regional Transit Centers:** The eight centers designated as Regional Transit Centers on the Growth Policy Map were selected based on a quantitative analysis of 31 indicators that assessed the capacity and potential of each center to support future growth and development.

### Where is

**Downtown?:** During the plan outreach process, Plan 2035 also referred to the Priority Investment Districts

(PIDs) as “downtowns”.

**Be Bold!:** Prioritizing and focusing public resources and investments in Priority Investment Districts is the single most important recommendation in Plan 2035.

## 2. Prioritize and Focus our Resources

*In order to create a stable source of revenue to invest in our schools, revitalize our neighborhoods, and protect our natural, historic, and cultural assets, we must focus the majority of our resources and efforts on targeted areas best suited to develop into regional economic engines, grow our commercial tax base, and stimulate job growth. Plan 2035 refers to these areas as Priority Investment Districts (PIDs). Plan 2035 commits to aligning work programs across county agencies, supporting financial incentives and infrastructure improvements, and streamlining processes to accelerate growth in our PIDs. Long-term, strategic and coordinated public investment will help transform the physical landscape of designated PIDs attracting new private investment, employers, and workers and serving as a model for the next generation of high-quality, mixed-use development in the county.*

## 3. Build On Our Strengths and Assets

*Prince George’s County has numerous strengths and assets on which to build a more prosperous, equitable, and sustainable future. Plan 2035 commits to capitalizing on these advantages as we plan for future growth and development and allocate resources. Our strengths and assets include the county’s strategic location in the region and access to the District of Columbia and the City of Baltimore, our transportation infrastructure—in particular our 15 Metro stations and 11 planned Purple Line stations—catalytic investment, such as the regional medical center at Largo Town Center, preeminent research and educational institutions, emerging industry clusters, and abundant environmental resources (see Assets and Challenges).*

## 4. Create Choice Communities

*Strong, green, and healthy communities are the foundation of our county. We must first strengthen our established neighborhoods to ensure a high quality of life for current Prince Georgians. We must also create vibrant and walkable communities, featuring a mix of uses and transit access, to attract and retain our future workforce, new residents, and our growing senior population. Plan 2035 commits to supporting neighborhood reinvestment in existing public infrastructure, services, and facilities and designing diverse and distinct communities that promote walkability and convenient access to employment, retail, and entertainment options.*

## 5. Connect Our Neighborhoods and Significant Places

*Enhancing mobility and connectivity between our neighborhoods, employment centers, cultural and historic resources, and regional attractions is vital to the county’s overall health, economic competitiveness, and quality of life. Younger highly-skilled, knowledge-based workers, as well as our seniors, increasingly prefer to use public transportation, walk, and bike than to drive to work or to complete errands. Plan 2035 commits to improving mobility and connectivity by investing in our transportation infrastructure (including sidewalks and trails), building on our underutilized transit network, and coordinating land use and growth management with transportation improvements.*

## 6. Protect and Value Our Natural Resources

*Protecting and restoring our green infrastructure network, waterways, agricultural preservation areas, and forested lands will help improve the quality of our water and air, preserve remaining open spaces, and enhance community health. A healthy environment is increasingly a prerequisite for many businesses and workers looking to relocate*

to the region. Plan 2035 commits to proactively greening our built environment, restoring degraded resources, and promoting a more sustainable development pattern that reduces our reliance on driving and shifts development pressures away from our greenfields.



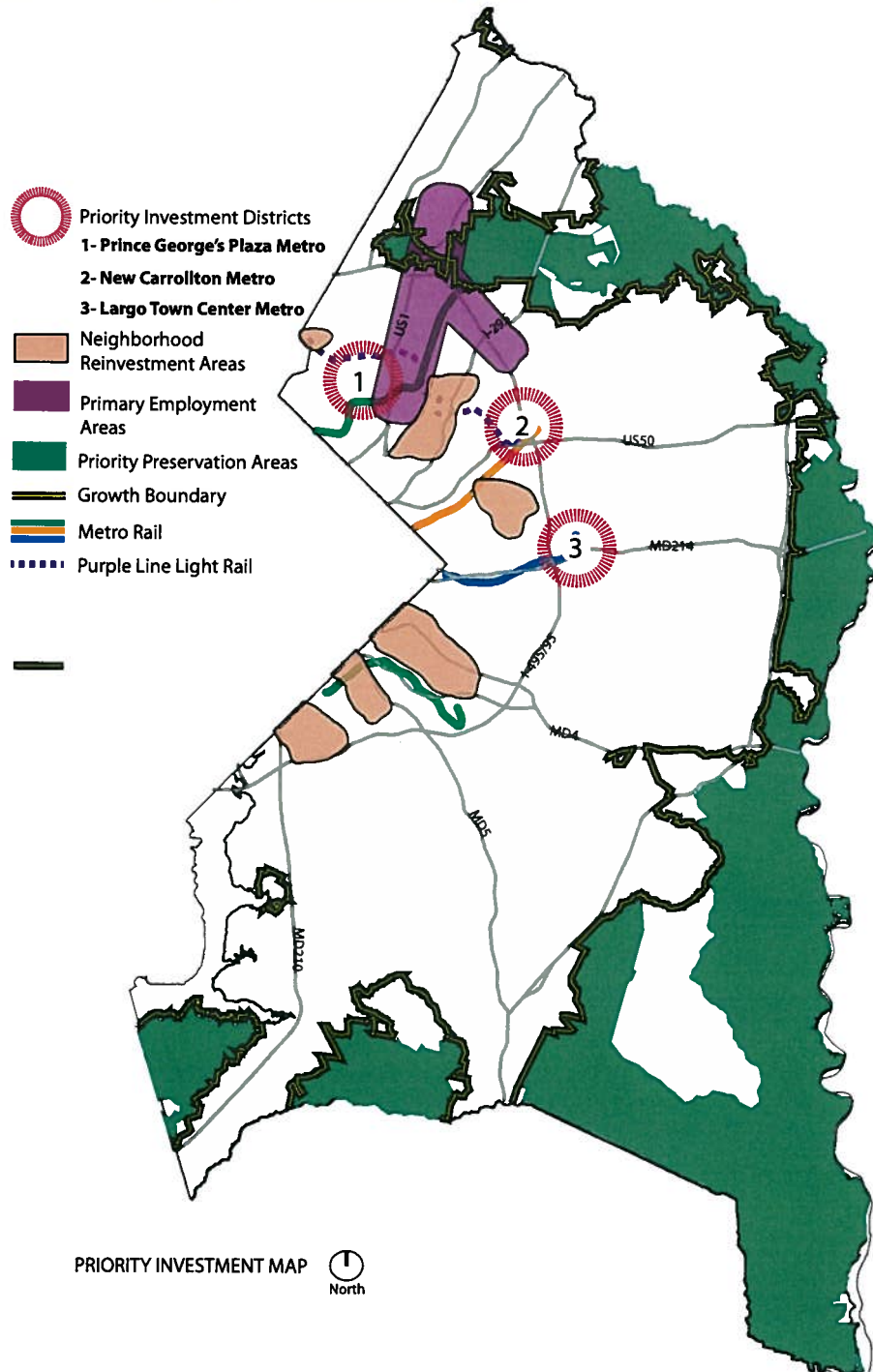
## Implementing Our Vision: Priority Investment Map

Realizing our vision hinges on one important commitment—our commitment to strategically prioritize and target our resources. Plan 2035 developed the Priority Investment Map to explicitly identify where we should invest the majority of county, state, and federal money and resources in the near- to mid-term to realize meaningful change in the county. The Priority Investment Map will help Prince George's County determine where and how to focus our Capital Improvement Program (CIP), direct grant applications and matching funds, prioritize tax incentive programs and tax increment financing (TIF) districts, and allocate program resources and funding.

The Priority Investment Map targets public sector funding and incentives to four areas: Priority Investment Districts, Primary Employment Areas, Neighborhood Revitalization Areas, and Agricultural Preservation Areas.



## Map 2. Priority Investment Map



**Priority Investment Districts :** The designation of Priority Investment Districts, or PIDs, is the single most important and transformative Plan 2035 recommendation. (Note that during the plan outreach process, Plan 2035 also referred to the PIDs as “downtowns”.) As discussed under Guiding Principles, PIDs are targeted areas best suited to develop into regional economic engines, grow our commercial tax base, and stimulate job growth. With county support, each PID will develop around its Metro station into a vibrant, walkable regional-serving center with a robust economic and employment base, varied housing stock, and diverse, mixed-income communities. Investment in each PID will be coordinated and strategically targeted to incentivize growth, attract and retain new employers and workers, leverage private investment, and capitalize on market opportunities. Plan 2035 designates Prince George’s Plaza Metro, New Carrollton Metro, and Largo Town Center Metro as the county’s current PIDs.

**Primary Employment Areas:** Plan 2035 designates parts of the City of College Park, the City of Greenbelt, the Town of Riverdale Park, Edmonston, Berwyn Heights, and areas along the US 1 Corridor and around the Beltsville Agricultural Research Center (BARC) as Primary Employment Areas. These areas have the highest concentrations of economic activity in our four targeted industry clusters and have greatest potential to catalyze future job growth, research, and innovation in the near- to mid-term. These areas are well positioned to capitalize on the synergies that derive from businesses, research institutions, and incubators locating in close proximity to one another and on existing and planned transportation investment, such as the Purple Line.

**Neighborhood Reinvestment Areas:** Over time, some county neighborhoods have experienced a marked decline in

**Identifying Priority Investment Districts** (PIDs) and Primary Employment Areas, and prioritizing strategies and financial resources, is part of being bold. Successful redevelopment of our Priority Investment Districts and Primary Employment Areas is good for all residents and businesses of Prince George’s County. Long-term financial sustainability for the county is dependent on increasing our commercial tax revenues, increasing the wealth of our residents, protecting our natural resources, and providing career opportunities. Increasing wealth and the commercial tax base will provide resources for neighborhood investment, environmental protection, and agricultural preservation.

The goal of the Priority Investment Districts is to focus state and county resources in order to create strong urban centers that include robust employment and residential areas in walkable communities. Stable employment areas generate a financial return on our investment. Targeting investment to create economic engines and jobs in our designated Priority Investment Districts does not mean that investment in the other policy areas diminishes. Plan 2035 directs a high amount of new growth and development to PIDs and growth areas located at Metrorail stations. The county’s 15 Metrorail stations represent a substantial county and state investment in the regional transit system. Transit-oriented development (TOD) at these centers presents an opportunity to maximize our return on the extensive public investment by creating environmentally sustainable walkable communities accessed by pedestrian walkways, bus, transit, bike, and cars.

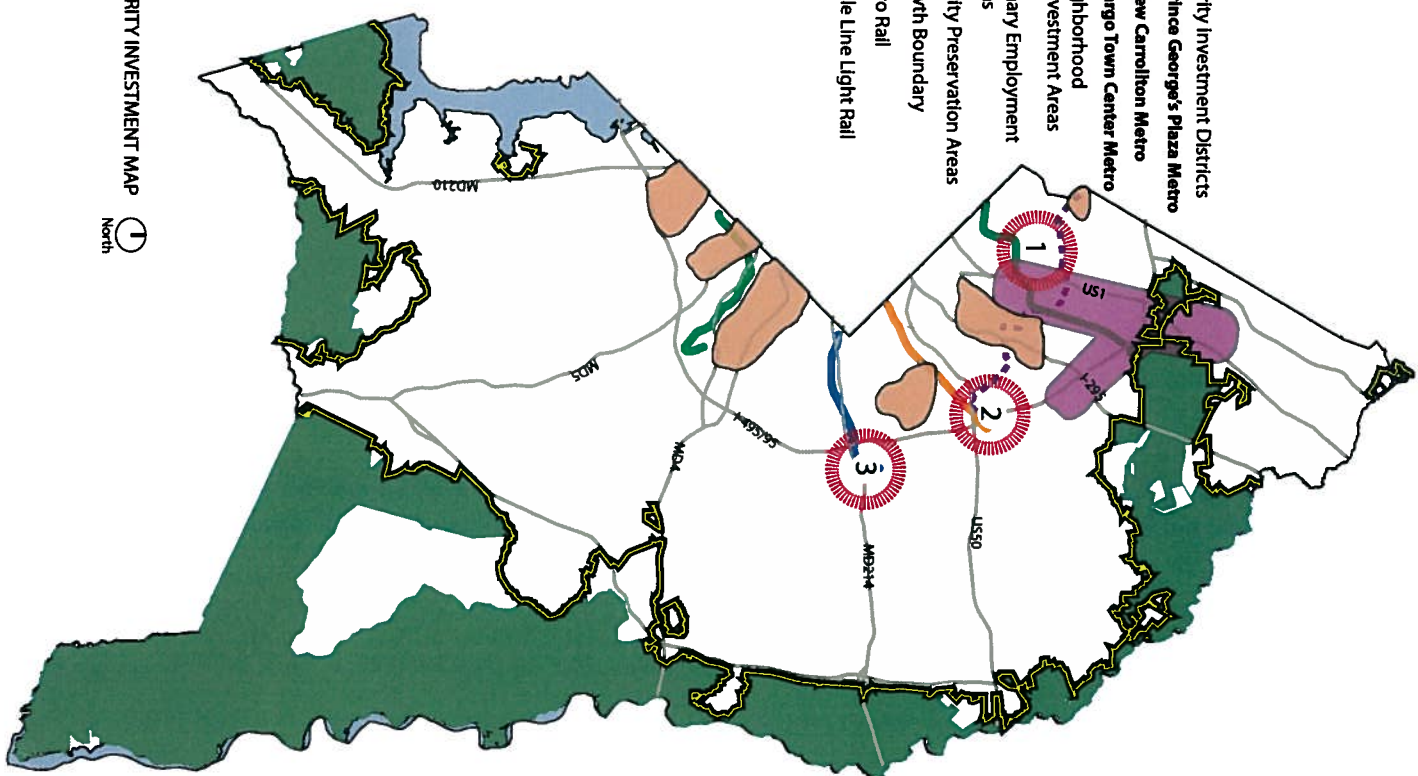
property values, critical services, and neighborhood amenities and an increase in crime. These issues are due, in large part, to a lack of public investment. In 2011, Prince George’s County established the Transforming Neighborhoods Initiative (TNI) to revitalize six neighborhoods: East Riverdale/Bladensburg, Glassmanor/Oxon Hill, Hillcrest Heights/Marlow Heights, Kentland/Palmer Park, Langley Park/Suitland, and Coral Hills/Suitland. Plan 2035 supports these revitalization efforts and designates the TNI neighborhoods as Neighborhood Reinvestment Areas.

**Agricultural Preservation Area:** Plan 2035 designates an Agricultural Preservation Area to protect prime agricultural and forest resources and promote the long-term viability of the agricultural sector. Investment in the Agricultural Preservation Area will be targeted towards funding the Historic Agricultural Resource Preservation program, purchasing agricultural easements, and encouraging agricultural economic development activities.

## Moving Forward

## Attachment 2. Vision -2014 General Plan Update-Plan Framework

-  Priority Investment Districts
- 1- Prince George's Plaza Metro
- 2- New Carrollton Metro
- 3- Largo Town Center Metro
-  Neighborhood
-  Reinvestment Areas
-  Primary Employment Areas
-  Priority Preservation Areas
-  Growth Boundary
-  Metro Rail
-  Purple Line Light Rail



PRIORITY INVESTMENT MAP ①  
North

### Attachment 3. Economic Drivers (Separate Attachment)

**Attachment 4. Vendor Information Form**



# The Maryland-National Capital Park and Planning Commission

## VENDOR INFORMATION FORM

Please complete all of the information on this form.

Company/Individual Name: \_\_\_\_\_

Trade Name: \_\_\_\_\_

Type (check one):  
☐ State agency      ☐ Corporation (includes nonprofits)  
☐ Federal agency      ☐ Local government  
☐ Partnership      ☐ Sole proprietorship

(check one):      ☐ Federal employer ID #      ☐ Social security #

Taxpayer ID number: \_\_\_\_\_ (Must be consistent with company name)

Ownership status:\*

|                                                                     |                                                      |
|---------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Hispanic Owned                             | <input type="checkbox"/> African American Owned      |
| <input type="checkbox"/> Asian Owned                                | <input type="checkbox"/> Disabled Owned              |
| <input type="checkbox"/> Native American Owned                      | <input type="checkbox"/> Female Owned (Non-Minority) |
| <input type="checkbox"/> <u>Not</u> Minority, Female, Disable-Owned | <input type="checkbox"/> Government or Nonprofit     |

\*Describe percentage ownership by each group if not 100% owned by one group: \_\_\_\_\_

### Order from Name and Address (Purchasing Contact)

Contact name: \_\_\_\_\_

Contact title: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone number (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_ Fax number (\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

### Remittance Name and Address (Billing Address)

Contact name: \_\_\_\_\_

Contact title: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone number (\_\_\_\_) \_\_\_\_\_ Extension \_\_\_\_\_ Fax number(\_\_\_\_) \_\_\_\_\_

Is your firm currently on the Commission's Bidder List? \_\_\_\_\_

If not, would you like to receive a Bidder's Application? \_\_\_\_\_

Would you like information on the Commission's Anti-Discrimination Preference Program? \_\_\_\_\_

Vendor's Signature required: \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                       | Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|                                                       | Check appropriate box for federal tax classification (required):<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|                                                       | <input type="checkbox"/> Exempt payee                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|                                                       | Address (number, street, and apt. or suite no.)<br>City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| List account number(s) here (optional)                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Requester's name and address (optional)               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                        |  |  |  |   |  |  |  |  |
|------------------------|--|--|--|---|--|--|--|--|
| Social security number |  |  |  |   |  |  |  |  |
|                        |  |  |  | - |  |  |  |  |

|                                |  |  |  |   |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|
| Employer identification number |  |  |  |   |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## Attachment 5. Insurance Checklist Form

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

| COVERAGE REQUIRED                                                                                                                                                                                                                                                                                                                                                                                                                             | LIMITS (Minimums)                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Worker's Compensation</b><br><input type="checkbox"/> Accident (Each)<br><input type="checkbox"/> Disease (policy limits)<br><input type="checkbox"/> Disease (each employee)                                                                                                                                                                                                                                                           | Statutory Employer's Liability<br>\$100,000 per person<br>\$500,000 aggregate<br>\$100,000 per disease                            |
| <b>2. General Liability</b><br><input type="checkbox"/> Products Liability & Completed Operations<br><input type="checkbox"/> Contractual Liability<br><input type="checkbox"/> Premises & Operations<br><input type="checkbox"/> XCU for explosion and/or cave in<br><input type="checkbox"/> Independent Contractors<br><input type="checkbox"/> Personal Injury and Advertising<br><input type="checkbox"/> Medical Payment any one person | All items in No. 2:<br>\$1,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence<br><br>\$5,000 per occurrence |
| <b>3. Contractual Indemnity/Hold Harmless Exactly as Specified</b>                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                   |
| <b>4. Automobile Liability</b><br>Owned Hired, Non-owned & Leased<br><input type="checkbox"/> Bodily Injury<br>Each person<br>Each occurrence<br><input type="checkbox"/> Property Damage<br>Each occurrence<br>Or<br>Combined Single Limit                                                                                                                                                                                                   | <br>\$ 500,000<br>\$1,000,000<br><br>\$ 300,000<br>\$1,000,000                                                                    |
| <b>5. Excess Liability</b><br>Combined Single Limit                                                                                                                                                                                                                                                                                                                                                                                           | \$1,000,000                                                                                                                       |
| <b>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.</b>                                                                                                                                                                                                                                                         |                                                                                                                                   |
| <b>7. Other Insurance</b><br><input type="checkbox"/> Renovation over \$50,000<br>All Risk Builders Coverage<br><input type="checkbox"/> Professional Liability<br>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)                                                              | <br><br><br>\$250,000.00                                                                                                          |
| <b>8. 30 days Cancellation Notice Required</b><br><b>45 days Cancellation Notice Required</b>                                                                                                                                                                                                                                                                                                                                                 | Under \$500,000<br>Over \$500,000                                                                                                 |
| <b>9. Best's Guide A rating or better/ S&amp;P Rating of BBBq</b>                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                   |
| <b>10. The Certificate Must State Bid Number and Bid Title.</b>                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                   |
| <b>BIDDER AND INSURANCE AGENT STATEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                   |
| We understand the insurance requirements of these specifications and will comply in full if awarded this contract.                                                                                                                                                                                                                                                                                                                            |                                                                                                                                   |
| <b>Offeror Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Insurance Agency Signature</b>                                                                                                 |

**Attachment 6 Non-Discrimination In Subcontracting Form**

Firm Name: \_\_\_\_\_

RFP No. 34-112

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

**Nondiscrimination in Subcontracting Form**

It is the policy of the Commission that any Firm/Individual seeking to contract with the Commission shall not discriminate against MFDs in the selection of subcontractors/suppliers on Commission projects. Specifically, bidder/offerors are required to provide MFDs the opportunity to submit bids/offers as subcontractor/suppliers and to award those MFDs submitting low bids the subcontracts unless there are legitimate reasons not to do so.

INDICATE COMPLIANCE WITH THIS POLICY BY CHECKING ONE OF THE FOLLOWING TWO STATEMENTS.

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

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

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

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

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

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

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

By: \_\_\_\_\_  
**Authorized Signature**

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

## Attachment 7. Sample Contract

Contract No. \_\_\_\_\_

## **SAMPLE CONTRACT**

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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.

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 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

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.

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:

\_\_\_\_\_  
Seal

By: \_\_\_\_\_  
Printed Name of Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax Identification/SSN

ATTEST:

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING  
COMMISSION

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

By: \_\_\_\_\_  
Patricia Colihan Barney  
Executive Director