

March 22, 2010

RFP 30-165

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Planning and Architectural/Engineering Services for the Town of Upper Marlboro

A Pre-Proposal Conference is scheduled for April 2, 2010 at 10:00 a.m. The Meeting will be held at the Lakeside Office Building, located at 14422 Old Mill Road, Upper Marlboro, MD 20772, in the Jane Jacobs Conference 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:
April 23, 2010 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-30-165
Proposal Name: Planning and Architectural Engineering Services

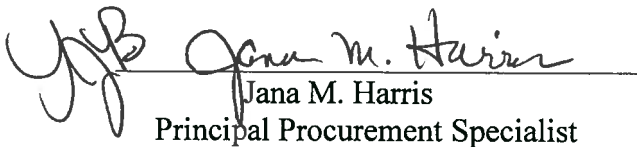
Deadline for Proposals: **April 23, 2010 at 11:00 a.m.**
Deliver to: Jana M. Harris
M-NCPPC Purchasing Division - Suite 300
6611 Kenilworth Avenue
Riverdale, Maryland 20737

Pre-Proposal Conference: **April 2, 2010 at 11:00 a.m.**
Lakeside Offices
Jane Jacob Conference Room
14422 Old Mill Road
Upper Marlboro, MD 20772

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 Proposal 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, telegraphic and facsimile proposals will not be accepted. If a proposal is sent by mail or courier service, the Offeror assumes full responsibility for its timely delivery to the designated location. Proposals received after the date and time specified for receipt of proposals 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 significant subcontracting opportunities and, therefore each Offeror must demonstrate compliance with the Commission's Non-Discrimination in Subcontracting Program. **An MFD subcontracting level of participation of ten percent (10%) has been established for this RFP.** A Nondiscrimination in Subcontracting 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, 301-454-1603. After the Pre-Proposal Conference, questions may be received via facsimile 301-454-1606, or e-mail, 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 a Offeror require an interpretation or clarification of any provisions of the RFP documents or related information provided by the Commission, or believe that there is an ambiguity, error, inconsistency or discrepancy in these documents or information, the Offeror must notify the Commission in writing at least five (5) working days prior to the date set for receipt of proposals.

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

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

Extension of Proposal Opening

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

Response to Solicitations

In the event a firm does not submit a proposal on this solicitation, the firm should respond with an explanation as to why the firm is unable to do so. Because of the large number of firms listed on the Commission's bidders list, it may be necessary to delete

from this list the name of those firms that repeatedly fail to respond to Commission solicitations for proposals. The return of a "No Proposal" is not considered a failure to respond.

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 phrase "A Corporation organized under the laws of the State of _____". Partnerships must give names of partners, using phrase "Co-partners, doing business under the firm name of _____". Individuals using a trade name must give the individual name, using phrase "An individual doing business under the trade name of _____".

Submitted in accordance with the format as specified in the section titled Proposal 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, and 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 cause for rejection of the proposal as non-responsive.

Changes in the phraseology of the proposal, additions, unauthorized substitutions; 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 second highest ranked Offeror ranked 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 subConsultants on Commission contracts. For contracts with subcontracting opportunities, Offerors are required to provide MFDs the opportunity to submit proposals as subConsultants 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 subConsultants on Commission contracts.
- Not discriminate against MFDs in their performance of work as subConsultants on Commission contracts.
- Submit forms verifying payment to subConsultants throughout the course of a contract.
- Not discriminate against any employee or applicant for employment because of age, sex, race, creed, disability or national origin. If a firm is determined by a final order of an administrative agency or a court to be in violation of federal, state or county non-discrimination laws, any agreement entered into by the Commission with a firm may be terminated or suspended in whole or in part by the Commission, and the firm may be debarred from proposing on future contracts with the Commission.

This RFP has significant subcontracting opportunities and, therefore each Offeror should demonstrate compliance with the Commission's Non-Discrimination in Subcontracting Program. The subcontracting non-discrimination program shall apply not only to the initial contract award, but also to certain major change orders and amendments that serve to increase the dollar value of the initial contract. Any violation of the Commission's Anti-Discrimination Program may result in suspension or debarment of the violator as well as other civil or administrative remedies. A minority-owned business is any entity that engages in commercial transactions and is at least 51 percent owned and controlled by one or more individuals from the following groups: African Americans (all persons having origins in and of the black racial groups of Africa), Hispanics (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), Asians or Pacific Islanders (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and Native Americans (all persons of American Indian, Aleut, Eskimo or Native Hawaiian background).

Part 2

Requirements

2.1 Introduction and Background

2.2 Scope of Services

2.3 Deliverables

2.4 Consultant Qualifications

2.5 Proposal Format & Content

2.6 Evaluation Criteria

2.7 Pricing Schedule

2.8 Special Conditions

**The Maryland – National Capital Park and Planning Commission
Request for Proposal**

***Planning and Architectural/Engineering Services for the
Town of Upper Marlboro***

Section 2.1 Introduction and Background

Introduction

The Prince George's County Planning Department of The Maryland – National Capital Park and Planning Commission (M-NCPPC) is soliciting proposals from a consultant or consultant team for architectural and engineering services to assess the structural conditions, potential adaptive reuse and associated costs for two properties within the Town of Upper Marlboro. The professional services require familiarity with The Secretary of Interior's Standards for Rehabilitation; a strong knowledge of sustainable development principals and a successful track record in developing plans for green buildings and adaptive reuse; and proficiency in identifying sources for funding building rehabilitation projects.

Background

Located in southern part of Prince George's County at the edge of the majority of the county's rural communities, the Town of Upper Marlboro is among the oldest of the surviving southern Maryland towns with histories dating back to colonial times. The area was settled around 1695 and named after the first Duke of Marlborough. It was established as a port town for tobacco ships in 1706, when the western branch of the Patuxent River was still navigable there. It has been the county seat of Prince George's County government since 1721. Throughout its history, Upper Marlboro has been the home or place of work of prominent national, state, and local figures. The town is the birthplace of John Carroll, the first Roman Catholic Archbishop in America and founder of Georgetown University, and of his brother Daniel, a signer of the U.S. Constitution. Though many of its historic structures may have been lost through demolition, the remaining old buildings and streets reflect the grace and beauty for which the town was known in its earlier days. The town contains fifteen properties listed in the County's local Inventory of Historic Resources, five of which are listed on the National Register of Historic Places, as well as numerous historic sites that have been inventoried locally but not yet designated.

In 2008 the Planning Department worked collaboratively with the town to develop the *Town of Upper Marlboro Action Plan*. A top goal of the plan is to preserve and enhance the character of the town by nurturing the quality of life through protection of its historic, architectural, and cultural values and recognizing historic resources and sites as valuable physical components of the town's heritage that contribute to its historic character. As part of the plan's recommendations, historic preservation initiatives intended to promote the history of the town including promoting adaptive reuses for specific buildings were included. Given the largely "built-out" nature of Upper Marlboro, development and redevelopment opportunities within the town are limited so the use and reuse of existing buildings is an important issue.

The Town Commissioners have requested the Planning Department study two properties to develop appropriate preservation strategies and investigate the possible adaptive reuse of the structures. The most prominent of these properties is known as “The Old Marlboro Academy Site”. The property is in a strategic location on a bluff above School House Pond at the edge of the town’s commercial core. It is located on the corner of Governor Oden Bowie Drive and Elm Street, across from the post office and in close proximity to the county office buildings (see map). The property is owned by the county and has been used by various county agencies over the years but is currently used for training purposes by the Sheriff’s Department SWAT team. The Academy site was identified in the Action Plan as a prime candidate for adaptive use for a civic use that would better serve the town.

The Old Marlboro Academy site includes two historic structures, the Old Marlboro High School and Primary School which are adjacent to each other, as well as the Doctor William and Sarah Beanes Cemetery. These properties been inventoried by the County’s Historic Preservation Section and highlights of the building descriptions are presented below:

- The Old Marlboro High School, a documented historic site recorded as PG: 79-019-52, is located at 14524 Elm Street in Upper Marlboro, Maryland. According to documentation it is a fine example of early-twentieth-century educational architecture and represents 150 years of public education. The Old Marlboro High School retains a high level of integrity and has sufficient integrity to convey its significance as an early-twentieth-century educational building, although it no longer serves that purpose. The Old Marlboro Primary School has lost its architectural integrity due to replacement materials and multiple additions, and as a result, does not retain sufficient integrity to convey its significance as a late-nineteenth-century schoolhouse. Located on the same parcel of land as these buildings is the Doctor William and Sarah Beanes Cemetery (PG: 79-019-22).

The main block of the Old Marlboro High School is a two-story, ten-bay structure located on the northwest (rear) elevation of the present school. It was constructed in 1921 of parged concrete which was clad in white stucco. A flat roof covers the building. The school originally had a Mission-style stepped parapet on the façade (southeast elevation). The original front-gabled entrance has been covered by the 1934 Classical Revival-style addition. The northeast (side) elevation is twelve bays wide. The windows on the first story are covered in plywood, while the five-light metal classroom windows are extant on the second story. The northwest (rear) elevation of the main block features four windows on the basement level covered in plywood. A centrally located double-leaf metal door is placed on the first story. Flanking either side of the entry are two five-light metal classroom windows. The northernmost two windows have been covered in plywood. Paired five-light metal classroom windows are located on the second story directly above the entry. Flanking either side of the paired windows are two metal classroom windows. The south (side) elevation is ten bays wide. Ten five-light metal classroom windows are located on the first and second stories. All windows on the main block of the school feature concrete lug sills and concrete lintels.

- The Old Marlboro Primary School was constructed in 1896. The one-story, six-bay Craftsman-style building has a bungaloid form. The replacement of the original windows, door, and the loss of the bell tower and dormers has compromised the integrity of materials, design, and workmanship. The schoolhouse maintains its integrity of location and setting as the Old Marlboro High School (PG: 79-019-52) and the Doctor William and Sarah Beanes Cemetery (PG: 79-019-22) remain associated with the property on which Old Marlboro Primary School is located.

In addition to these designated historic sites, the town has also identified a building located in the town's residential district for further study. The former telephone company stone building is currently vacant and sits at the intersection of the Crain Highway Monument and has not been inventoried or evaluated for historic resource purposes. It has been vacant for many years and has recently been boarded. The town is particularly concerned about the condition of this building given its location at one of the major gateways into the town near the Crain Highway Monument. The adaptive uses for the building may be limited given the site's residential zoning but the suitability of a residential or another compatible use for the residential area as well as its structural condition need to be evaluated.

Section 2.2 Scope of Services

Phase One: Orientation

Tasks:

- Participate in a project kick-off meeting and area tour of the two properties and their buildings. This meeting will include a discussion of existing conditions and issues.
- Undertake background analysis. Review existing plans and documents and interview key stakeholders (county and town representatives) to determine their priorities and issues. As part of this task, one to two community-wide meetings will be held to solicit public input into possible reuse of buildings.
- Develop approach/methodology for developing the rehabilitation, reuse and financing plan. Prepare a working Product List describing what documents (format and content) the team will produce by the end of the project, and when those documents will be completed.

Phase Two: Structural and Environmental Assessment

Task:

- Inspect and assess the structural conditions of the historic Old Marlboro Academy buildings and the former telephone company stone building. Prepare an assessment of conditions with recommendations for correcting failing or deteriorating conditions

Phase Three: Development of rehabilitation plan and cost estimates

- Draft a preliminary reuse plan for review by staff and town of Upper Marlboro elected officials, and County representative.
- Finalize reuse recommendations including specific traditional and nontraditional public financing strategies to ensure that recommended actions can be accomplished.

Section 2.3 Deliverables

A. Summary of Major Products

1. Orientation (Phase One)

- a. An interim memorandum that summarizes major findings to date from background research, site visits and interviews and proposed approach/methodology for subsequent project phases is to be submitted for staff review and comment. A proposed product list describing format and content of documents to be produced for subsequent phases should also be included.

2. Assessment (Phase Two)

- a. A draft structural assessment analysis and preliminary recommendations for possible reuse of buildings and properties.

3. Final Recommendations (Phase Three)

- a. A final report shall be submitted that includes recommendations for building rehabilitation and best adaptive uses with accompanying illustrations to show feasibility and compatibility with Action Plan recommendations. As part of this deliverable, a preliminary draft identifying and illustrating alternative adaptive uses shall be submitted to staff for review with the town and the county before finalization. The final report should also include a financial plan for implementing the recommendations.

B. Proposed Schedule

From Notice to Proceed, the consultant shall have 6 months to complete the Scope of Services, allocated to the following phases:

Phase One:

Orientation 1 month (June 2010)

Phase Two:

Plan Formulation 5 months (July 2010 – November 2010)

Within two weeks of Notice to Proceed, the consultant will produce a draft schedule of deliverables in consultation with planning staff.

C. Management/Logistics

1. M-NCPPC will assign a project manager from each sector plan team to communicate directly with the selected consultant's project manager to manage and administer the terms of this solicitation.
2. M-NCPPC shall provide existing data, information, and plans relating to the study areas, including:
 - The 2009 Town of Upper Marlboro Action Plan and all background studies
 - The Maryland Inventory of Historic Properties Form for the Old Marlboro Primary School (PG: 79-019-51), Old Marlboro High School #79-019-52 and Doctor William and Sarah Beanes Cemetery (PG: 79-019-22).
 - 2006 "Words, Web, and More!"
 - Existing data, information, and analysis pertaining to the properties and their context
 - Maps of the study areas: base maps, land use maps, zoning maps, and other relevant maps
 - Relevant GIS shapefiles¹
 - Aerial photos
3. M-NCPPC staff will organize and facilitate all scheduled public meetings. The consultant will be expected to provide appropriate materials for its portion of the programs in electronic form. M-NCPPC will be responsible for all printed exhibits, including presentation boards and handouts.
4. The consultant will be responsible for collecting data and information from private sources.
5. The consultant shall submit all project deliverables, meeting handouts, PowerPoint presentations, and display materials to planning staff for review at least five (5) days prior to all public meetings. Products shall not be presented to the public without planning staff approval.
6. The consultant shall communicate regularly and provide timely updates with planning staff on at least a monthly basis, and as necessary throughout the process.
7. The consultant will provide exhibits as they pertain to the existing conditions of the building. Planning staff will provide appropriate GIS data layers.

¹ Please note that M-NCPPC attaches special conditions to the receipt of GIS data. These are explained in Footnote 3 in the "Publication Standards" section.

8. The consultant and planning staff will collaborate on meeting agendas, information and work sheets, and evaluation forms for all public meetings; M-NCPPC staff will prepare these documents.
9. Planning staff will arrange for workshop and meeting locations, and provide supplies, reproductions, and notification mailings.
10. At least one planning staff representative will be present at all public meetings.

D. Publication Standards

1. Reports shall be prepared in 8.5 x 11-inch format. Use Times New Roman 11 point for the body text of the report. Heading levels may range from 12 to 18 points. The report should be submitted in Microsoft Word (DOC) format, along with a PDF.
2. All written products shall be 100 percent accurate, with correct grammar (including sentence structure, punctuation, and spelling) and edited in accordance with the Prince George's County Planning Department's *Way With Words: Standardization Manual for the Prince George's County Planning Department* (2008). This style manual will be provided by the M-NCPPC Project managers.
3. The selected consultant shall provide a copy of all electronic files, text, graphics, illustrations, uncropped photographs, etc., in their original unflattened electronic format. Resolution of all raster-based images (e.g., JPG, TIF, PSD, etc.) must be at least 300 dpi. In addition to the unflattened original file formats and the document PDF, all graphics, maps, illustrations, photos, or other images shall be submitted as JPG, TIF, EPS, AI, INDD, or PSD files (if the originals are different than these formats). Images should be linked and not embedded or flattened in the digital submittal. Images should not be taken from websites.
4. The selected consultant shall either own or have written permission for all images within the document that were not obtained from M-NCPPC. All images should be free from copyright issues, meaning that no graphics should be captured from other sources without written permission from the source for unrestricted print and web use by M-NCPPC. Copies of the written permission must be included with the submitted package. Permission letters must specifically name M-NCPPC as the user.
5. Photos should not reveal people's faces or automobile license plate numbers unless written permission to do so has been supplied by the people photographed or owners of the vehicles (or by parents/guardians in the case of minors).
6. Full color should only be used for the front cover, essential maps, and illustrations. Wherever feasible, the consultant(s) should use patterns instead of color for charts and maps. Bleeds should not be used in the document.
7. Suitable captions should be provided for all images.
8. Symbols such as bullets should be created using ASCII codes.

9. All GIS maps must meet the following criteria:²

- Delivered using an ESRI ArcGIS geodatabase format
- Map projection must be in Maryland State Plane NAD 1983
- Map units must be in feet
- FGDC Level 1 metadata is required for all layers (<http://www.fgdc.gov/metadata/geospatial-metadata-standards>). Completion of the required fields within ArcGIS metadata editor is acceptable.
- Layer file name will be descriptive, will not exceed 30 characters and will end in either “_Poly,” “_Line,” or “_Point”
- Attribute names will be descriptive, and words will be separated by an underscore () and will not exceed 30 characters
- Utilizing ESRI’s ArcGIS application to create and maintain all base layers. All layers are captured in a GEO Database using the Maryland State Plane NAD 1983 projection and all map units are in feet.
- Any GIS data leaving the Planning Department requires the recipient to sign one of two standard Data Leave Agreements (<http://www.mncppc.org/html/Agreement2.pdf>) before the data is distributed. A listing of all core base layers can be reviewed through the department’s Meta Data web page (<http://www.mncppc.org/disdict/index.htm>).

Section 2.4 Consultant Qualifications

The successful consultant shall possess and demonstrate expertise in the following:

- Meet the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture. The consultant/consultant team will provide a range of tasks directed towards recognizing and promoting cultural heritage within a sustainable context.
- Professional engineer familiar with structural assessments of historic buildings and smart codes for rehabilitation which meet the Secretary of the Interior's Standards for Rehabilitation.
- Experience with designing and implementing adaptive reuse projects of older structures particularly in small towns and communities.

² The county's system utilizes ESRI's ArcGIS application to create and maintain all base layers. All layers are captured in a GEO Database using the Maryland State Plane NAD 1983 projection and all map units are in feet. Any request for GIS data by a party outside the Planning Department or for use outside the Planning Department requires the recipient to sign one of two standard Data Leave Agreements (<http://www.mncppc.org/html/Agreement2.pdf>) before the data is distributed. A listing of all core base layers can be reviewed through the department's Metadata web page (<http://www.mncppc.org/disdict/index.htm>).

Section 2.5 Proposal Format and Content

1. **Proposal Preparation.** The consultant shall be responsible for all costs incurred in the development and submission of this proposal. M-NCPPC 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. M-NCPPC shall not be contractually bound until the Commission and the successful consultant have executed a written contract for performance of the work.
2. **General Information.** Consultants submitting proposals are requested to submit *six (6) color 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 effectively to assess what the consultant proposes and the consultant's expertise and capability to provide the services as stated in this solicitation. Proposal sections and pages must be appropriately numbered and submitted with the following contents and format:
 - **Company Profile.** The following information about your firm and any proposed subcontractors should be provided:
 1. Firm name and business address, including telephone, facsimile number, e-mail address, and contact name
 2. Year established (include former firm names and year established, if applicable)
 3. Type of ownership and parent company, if any. Subsidiary companies also shall be identified.
 4. Brief history of the firm and summary of specialty areas
 5. Organizational structure for this project, including subconsultants
 - **Qualifications and Experience of Personnel.** Proposals shall include resumés of all proposed personnel for this project, including any proposed subcontractors. Changes to any personnel by the successful consultant must be approved by M-NCPPC. The proposal shall identify all personnel assignments and responsibilities and provide contact information for each proposed staff member. The proposal also should include examples of related work performed by the consultant for current and former clients that demonstrate the consultant's ability to provide the services as stated herein. Examples of relevant work should be from a variety of clients.
 - **References.** The consultant and any subcontractors shall provide a minimum of three (3) references, including current and former clients for whom the consultant and any subcontractors performed similar/related work in the last five (5) years.
 - **Methodology and Approach.** Proposals should identify an understanding of the project and how the consultant intends to approach each task identified in the Scope of Services, including:

- information about team structure
 - a task schedule that identifies phasing and any associated deliverables for each phase
- ***Itemized Costs.*** The consultant shall submit itemized hours and cost for each task identified in the Scope of Services. 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. Consultant's fee proposal must be guaranteed firm for a minimum of one hundred twenty (120) days, and, if awarded a contract, for the duration of the project. **THERE WILL BE NO REIMBURSEMENT OF ADDITIONAL EXPENSES; ALL PROPOSED COSTS MUST BE ALL-INCLUSIVE.** Include a proposed payment schedule.

NOTE: If your proposed fees exceed \$100,000 you must submit a current financial statement with your proposal.

Section 2.6 Evaluation Criteria

The Consultant shall demonstrate professional experience in the maintenance, conservation and preservation of historic buildings and structures. All proposals should include information on relevant professional experience and background of those completing the work and address how the above tasks will be accomplished.

In order to evaluate each proposal received, the Commission established the following evaluation criteria, listed in order of relative importance:

**A. Qualifications and Relevant Experience
(0-50 points)**

- Qualifications and Team Composition
(0-15 points)
- Experience in historic building assessment and adaptive reuse
(0-15 points)
- Verifiable references and examples of task-related products
(0-15 points)
- Experience in community collaboration
(0-5 points)

B. Methodology and Approach (0-25 points)

C. Corporate Capability (0-5 points)
Measurable/demonstrated ability to manage multiple projects

D. Cost (0-20 points)

Section 2.7 Pricing Schedule

The Offeror certifies that this cost proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud, or other illegal action. M-NCPPC reserves the right to award all or part of the scope of services in this RFP.

TASK	ALL-INCLUSIVE LUMP SUM COST
Task 1. <i>Participate in a kick-off meeting with M-NCPPC planning staff.</i>	
Task 2. <i>Complete background analysis.</i>	
Task 3. <i>Develop approach/methodology for developing the rehabilitation, reuse and financing plan and a Product List.</i>	
Task 4. <i>Prepare building condition assessment with recommendations for correcting failing or deteriorating conditions.</i>	
Task 5. <i>Draft a preliminary reuse plan for review by staff and town of Upper Marlboro elected officials and County representatives</i>	
Task 6. <i>Prepare final reuse recommendations with financing strategies.</i>	
TOTAL	

Note: A breakdown of costs including any applicable hourly rates must be included. If proposal includes subcontracting for part of the work, please provide a breakdown of the prime costs and the sub-consultant costs, by tasks.

Firm Name: _____ Date: _____

Address: _____ City: _____ State: _____

Authorized Representative: _____ Signature: _____
(Printed)

Phone Number: _____ Email: _____

Section 2.8 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. **MFD Participation-Subcontracting:** This RFP has significant subcontracting opportunities, and therefore each Consultant submitting a proposal must demonstrate compliance with M-NCPPC's Non-discrimination in Subcontracting Program. This RFP falls into the professional services procurement category. An MFD subcontracting level of participation of 10% has been established for this RFP. The attached Nondiscrimination in Subcontracting Bid Form must be completed, signed by an authorized person, and returned with the proposal in order to be deemed responsive.
4. **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.
5. **Subcontracting or Assigning.** The proposal shall clearly indicate the proposed subconsultants 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 subconsultant and M-NCPPC. The Proposed Subcontracting Utilization Form must be submitted with the proposal.
6. **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.

7. **Right of Ownership.** All material and work items produced by the Consultant and any subConsultants 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.
8. **Official Records.** The Consultant agrees that none of M-NCPPC's records will be removed from the M-NCPPC's premises.
9. **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.
10. **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.
11. **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. Payments(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.
12. **Contract Award.** The M-NCPPC reserves the right to award one or multiple contracts as a result of this RFP.
13. **Contract Term.** The term of the resultant contract is a maximum of six (6) months from the date of the Notice to Proceed. The project is anticipated to start in June (see schedule). The contract may be extended; any options to extend must be made in writing by the Commission.
14. **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.

15. **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.

Part 3

FORMS AND ATTACHMENTS

Attachment 1. Town of Upper Marlboro

Attachment 2. Vendor Information Form

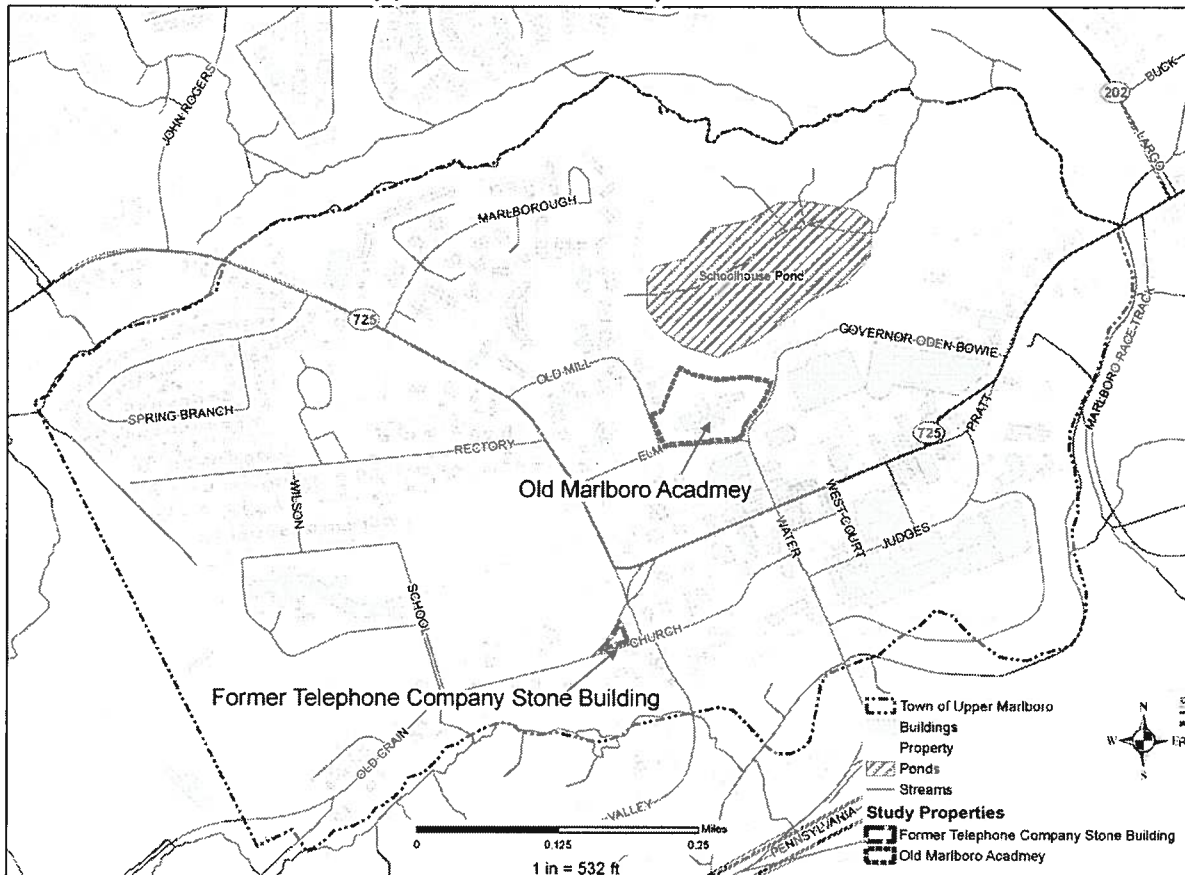
Attachment 3. Insurance Checklist Form

Attachment 4. Non-Discrimination In Subcontracting Form

Attachment 5. Proposed Sub-Consultant Utilization Form

Attachment 6. Sample Contract

Town of Upper Marlboro Properties to be Studied



Part 3

FORMS AND ATTACHMENTS

Attachment 1. Town of Upper Marlboro

Attachment 2. Vendor Information Form

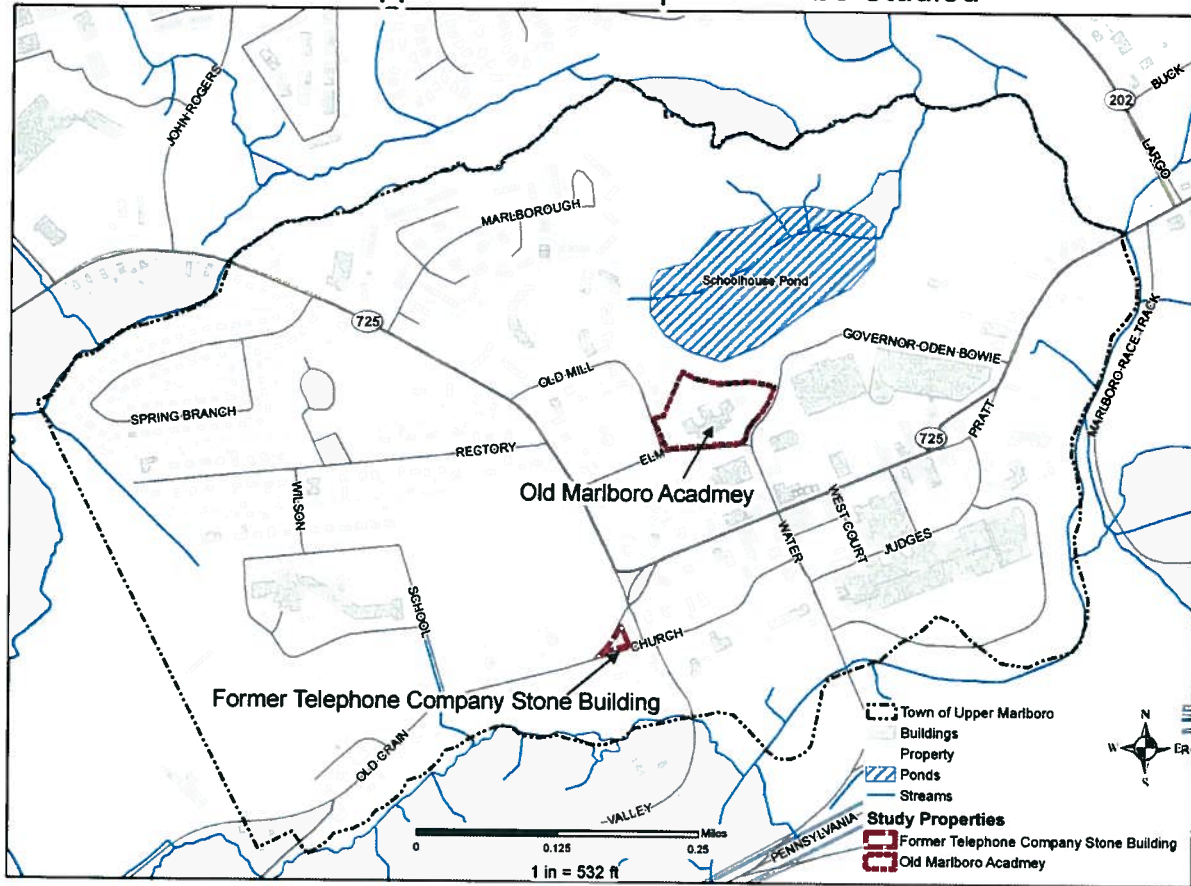
Attachment 3. Insurance Checklist Form

Attachment 4. Non-Discrimination In Subcontracting Form

Attachment 5. Proposed Sub-Consultant Utilization Form

Attachment 6. Sample Contract

Town of Upper Marlboro Properties to be Studied



Attachment 3.1



The Maryland-National Capital and 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:*

- | | |
|---|--|
| ☐ Hispanic Owned | ☐ African American Owned |
| ☐ Asian Owned | ☐ Disabled Owned |
| ☐ Native American Owned | ☐ Female Owned (Non-Minority) |
| ☐ <u>Not</u> Minority, Female, Disable-Owned | ☐ 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? _____
Has your firm received notice that it is eligible for the Commission's MFD preference? _____
If so, please attach.

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

Attachment 3-~~1~~

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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								
or								
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. person (including a U.S. resident alien).

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 ▶

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

COVERAGE REQUIRED	LIMITS (Minimums)
1. Worker's Compensation ☐ Accident (Each) ☐ Disease (policy limits) ☐ Disease (each employee)	Statutory Employer's Liability \$100,000 per person \$500,000 aggregate \$100,000 per disease
2. General Liability ☐ Products Liability & Completed Operations ☐ Contractual Liability ☐ Premises & Operations ☐ XCU for explosion and/or cave in ☐ Independent Contractors ☐ Personal Injury and Advertising ☐ Medical Payment any one person	All items in No. 2: \$1,000,000 Combined Single Limit of Bodily & Property Damage per Occurrence \$5,000 per occurrence
3. Contractual Indemnity/Hold Harmless Exactly as Specified	
4. Automobile Liability Owned Hired, Non-owned & Leased ☐ Bodily Injury Each person Each occurrence ☐ Property Damage Each occurrence Or Combined Single Limit	 \$ 500,000 \$1,000,000 \$ 300,000 \$1,000,000
5. Excess Liability Combined Single Limit	\$1,000,000
6. The Maryland-National Capital Park and Planning Commission named as additional insured on all policies. The coverage is primary to all coverage the Commission may possess.	
7. Other Insurance ☐ Renovation over \$50,000 All Risk Builders Coverage ☐ Professional Liability For errors, omissions and negligent acts, per claim and per aggregate, with one year discovery period and no greater than a \$25,000 deductible. Combined Single Limit (Professional services contracts only)	 \$250,000.00
8. 30 days Cancellation Notice Required 45 days Cancellation Notice Required	Under \$500,000 Over \$500,000
9. Best's Guide A rating or better/ S&P Rating of BBBq	
10. The Certificate Must State Bid Number and Bid Title.	
BIDDER AND INSURANCE AGENT STATEMENT	
We understand the insurance requirements of these specifications and will comply in full if awarded this contract.	
Offeror Signature	Insurance Agency Signature

Firm Name: _____

IFB/RFP No. _____

The Maryland-National Capital Park and Planning Commission

Nondiscrimination in Subcontracting Form

It is the policy of the Commission that any bidder/offeror seeking to contract with the Commission shall not discriminate against MFDs in the selection of 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 Fair Practices Office (301/454-1740) or the 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

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

The Maryland-National Capital Park & Planning Commission

[illegible]

INDEPENDENT CONSULTANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010, by and between THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate of the State of Maryland, hereinafter "Commission" and _____, hereinafter "Consultant," provides that:

WHEREAS, the Commission has the need for certain future services and is desirous of contracting with the Consultant to have the Consultant fulfill certain responsibilities and functions as hereinafter set forth; and

WHEREAS, the Consultant is desirous of entering into an Agreement with the Commission to provide these services within a specified period of time.

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

1. The term of this Agreement shall be from _____ to _____. This Agreement may be amended only by written mutual agreement signed by both parties which must be attached hereto.
2. The scope of services to be performed by the Consultant is set forth in Attachment attached hereto and incorporated herein by reference.
3. The Consultant is an independent contractor who is not an agent or employee of the Commission.
4. The Commission shall pay to the Consultant, in consideration of the services rendered under this Agreement, and upon approval by the Commission, the sum of _____ and acceptance of deliverables indicated in _____ attached hereto and incorporated herein by reference.

Contract administration and billing requirements and shall adhere to all requirements detailed in Attachment Five (M-NCPPC Contract Administration Requirements Document) attached hereto and incorporated herein by reference.

5. This Agreement may be terminated by the Commission upon 30 days written notice to the Consultant. Upon termination, the Consultant shall receive just compensation for services rendered through the effective date of such termination.
6. This Agreement shall be coordinated and directed on behalf of the Commission by _____ and on behalf of the Consultant by _____.

Attachment ~~3~~ 3.6

7. The Consultant will indemnify and save harmless the Commission from and against all actions, liabilities, claims, suits, damages, costs or expenses of any kind which may be brought or made against the Commission of which the Commission must pay or incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from its negligent performance of or failure to perform any obligations under the terms of this Agreement.
8. The Consultant shall comply with all Commission regulations and all applicable laws pertaining to wages, worker's compensation, equal opportunity employment, service contracts, etc., and laws pertaining to the Commission and the subject matter of this Agreement.
9. The Consultant will furnish a Certificate of Insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Office. The Certificate will name the Commission as an additional insured and will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.
10. The Consultant will not discriminate against any employee or applicant for employment because of age, gender, race, creed, national origin, or disability. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, gender, race, creed, national origin, or disability. In the event the Consultant is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the Commission, and the Consultant may be declared ineligible for further Commission contracts.
11. All material and work items produced under this Agreement shall be the sole property of the Commission. The Consultant may retain copies of such materials for their files.
12. Neither party to this Agreement shall assign or transfer any interest in, or duty or obligation under it, without the prior written and signed consent of both parties hereto.
13. This instrument contains the entire agreement made by and between the parties hereto and may not be modified except by written agreement signed by the parties and attached hereto.
14. The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement or any other provision of it and this Agreement shall be construed, interpreted and enforced according to the laws of the State of Maryland.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed the day and year first written above.

Date: _____

By: _____
Name

WITNESS:

Title
Social Security or
Federal Tax ID # _____

ATTEST:

THE MARYLAND-NATIONAL CAPITAL PARK AND
PLANNING COMMISSION

Secretary-Treasurer

By: _____
Executive Director

ATTACHMENT ONE
TO
INDEPENDENT CONSULTANT AGREEMENT
OF _____, 2010

The scope of services to be performed by the Consultant is/are set forth in general form below.