

**REVENUE AUTHORITY
OF
PRINCE GEORGE'S COUNTY
REQUEST FOR PROPOSALS
NO. RA-CVP-04-2025**

*Commercial Vehicle Parking
Lot Development*

ISSUE DATE: April 10, 2025

PRE-PROPOSAL CONFERENCE: April 21, 2025

PROPOSAL CLOSING: May 16, 2025

TABLE OF CONTENTS

PAGE NO.

SECTION I: INTRODUCTION

1.1.	Summary Statement	4
1.2	Proposal Closing Date.....	4
1.3	Pre-Proposal Conference	4
1.4	Proposal Acceptance	5
1.5	Awards	5
1.6	Duration of Proposal Offer	5
1.7	Notice to Offerors	5

SECTION II: SCOPE AND REQUIREMENTS

2.1	Background	5
2.2	Scope.....	6
2.3	Minimum Qualifications	6
2.4	Insurance Requirements.....	6
2.5	Location Information	7

SECTION III: GENERAL INFORMATION

3.1	Economy of Preparation/Incurred Expenses.....	11
3.2	Questions or Modifications.....	12
3.3	Tax Certification and Certificate of Status	12
3.4	Confidentiality/Proprietary Information	12
3.5	Allowance of In-Housework.....	12
3.6	Withdrawal of Proposal	12
3.7	Supplier Participation	13
3.8	Business Preferences and Supplier Participation	13
3.9	Waivers	14
3.10	Subcontracting.....	14
3.11	Evidence of Subcontracting	15
3.12	Responsibilities of the Offeror.....	15
3.13	Permitting	15
3.14	Formation of Contract with Successful Offeror.....	15
3.15	Affidavits, Certifications and Forms.....	15

3.16	Gifts.....	15
3.17	Kickbacks.....	16
3.18	Ethics and Conflicts of Interest.....	16

SECTION IV: PROPOSAL SUBMITTALS

4.1	Project Proposal Format Outline.....	17
4.2	Format Description	17

SECTION V: EVALUATION AND SELECTION PROCESS

5.1	Selection Process	18
5.2	Evaluation and Selection Committee.....	19
5.3	Project Evaluation Criteria.....	19
5.4	Best and Final Offer Submissions and Oral Presentations	19
5.5	Proposals Property of the Revenue Authority	19
5.6	Solicitation and Award Protests.....	19
5.7	Applicable Regulations.....	20

SECTION VI: REQUIRED FORMS

Form No. 1:	Supplier Utilization Plan for Project Proposal.....	22
Form No. 2:	Tax Certification Affidavit.....	27
Form No. 3:	Vendors Oath and Certification.....	28
Form No. 4:	Certification of Assurance of Compliance Regarding Fair Labor Standards Act.....	29
Form No. 5:	Statement of Ownership and Offeror Qualification Affidavit.....	30

SECTION VII: APPENDICES

Appendix A:	General Terms and Conditions.....	35
Appendix B:	Certification of Offeror’s Best Efforts to Meet the County-Based Small Business (CBSB) and Minority Business Enterprise (MBE)Requirements.....	40

SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The Revenue Authority of Prince George's County (the "Revenue Authority" or "RAPGC") seeks the responses from qualified firms ("Offerors"), through this Request for Proposal ("RFP"), with professional expertise in the development and the design of commercial vehicle parking facilities ("CVP") or the ("Project"). The prospective properties for this project are the South Laurel Fringe Commuter Lot located at 13701 Laurel - Bowie Rd, Laurel, MD 20708, and the Bowie Park and Ride located at 4400 Collington Rd, Bowie, MD 20716. Proposals must demonstrate the Offeror's ability to provide the design, development, and management of this Project.

1.2 PROPOSAL CLOSING DATE

Proposals may be submitted either electronically or in hard copy. If submitted in hard copy, six copies are required. RAPGC reserves the right to reject any or all proposals, waive proposal deficiencies, accept any proposal that it may deem to be in the Revenue Authority's best interests, and negotiate the terms and conditions of any proposal leading to the execution of a contract. The Revenue Authority will not open the bids publicly. Offerors should send their proposals to the Revenue Authority as follows:

Hard Copies:
Revenue Authority of Prince George's County
1300 Mercantile Lane, Ste. 108
Largo, MD 20774
301-772-2060
Attention: CVP PAG Chair
Via E-mail: RVA-CVP@co.pg.md.us

Proposals must be received and time-stamped by 2:00 p.m. on the closing date. Hard copy submittals must be sealed, and the outside envelope must be marked as outlined above for both mailed and hand-delivered submissions. The Revenue Authority will only consider timely submissions. Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

1.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on April 21, 2025, virtually at 10:00 a.m. and in person at 1300 Mercantile Lane, Suite 108, Largo, Maryland 20774. If interested, please advise the Revenue Authority of your intent to attend, in person or virtually, and the number of attendees by emailing RVA-CVP@co.pg.md.us by 12:00 p.m. on April 18, 2025.

1.4 PROPOSAL ACCEPTANCE

The Revenue Authority reserves the right to accept or reject any proposals, in whole or in part, and to waive minor irregularities.

1.5 AWARDS

The Revenue Authority, in its sole discretion, reserves the right to make no award, one or multiple awards, whichever is in the Revenue Authority’s best interest.

1.6 DURATION OF PROPOSAL OFFER

Proposals shall be valid for 180 calendar days following the closing date of this RFP. This period may be extended by mutual agreement between the Offeror and the Revenue Authority.

1.7 NOTICE TO OFFERORS

Offerors are expected to familiarize themselves completely with the requirements of this RFP. Failure to do so will **not** relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with the terms and conditions referred to herein.

SECTION II: SCOPE AND REQUIREMENTS

2.1 BACKGROUND

The Revenue Authority is a quasi-governmental entity that serves as a real estate development and development finance agency, an operator of programs and facilities, and a manager of programs and facilities in partnerships with other county agencies. Prince George’s County (the “County”) is approximately 499 square miles in size, with roughly 950,000 population and 27 townships. With U.S. Route 301 running north to south, U.S. Route 50 running east to west, and Interstate 95 and the Baltimore Washington Parkway running across the nation from north to south, the County boasts a strong transportation network.

According to the 2020 Statewide Truck Parking Study conducted by the Maryland Department of Transportation) (<https://www.mdot.maryland.gov/tso/pages/Index.aspx?PageId=80>), a statewide truck solution is critical to Maryland’s infrastructure. There are a variety of reasons why truck drivers need to park, and each type of demand has its own set of difficulties. Federal and state hours of service requirements, which set time-definitive limitations on driving and rest intervals, must be followed by drivers. Truck drivers are vital and require rest and safety breaks. One obvious way to address truck parking issues is to increase the number of truck parking spots and places.

The portions of Interstate I-95/I-495 and Interstate I-70 located in the County have consistently been listed as the corridors with the highest number of overnight truck parking observations. Undesignated truck parking locations pose a safety risk for truck drivers and other roadway users, damage infrastructure, and impacts Maryland's economic competitiveness. The Revenue Authority is committed to developing parking solutions for commercial vehicles in response to the needs and concerns of County businesses and residential communities.

2.2 SCOPE

The purpose of this solicitation is to secure a contractor who will be responsible for the Project management, Project design, development, materials, and equipment necessary to transform a portion of a commuter parking lot into a commercial vehicle parking lot. This Project encompasses project management, design and delivery of the CVP(s). This commercial parking lot is expected to be an asset to long-haul transportation vehicles and County residents. The CVP will accommodate commercial vehicles, ranging from box trucks to semi tractor-semitrailer combinations.

The services required may include but are not limited to the design of a functional parking lot (considering level of service, flow capacity, and circulation systems), lighting, parking, revenue control equipment, signage, striping, wayfinding, and security. The scope of work also involves evaluating each location's conditions and recommending maintenance requirements. Each Offeror must provide a proposal for each location and the Revenue Authority may make an award for both locations, one location or no location.

The Offeror shall participate in meetings throughout the Project term with the Revenue Authority and, if necessary, any applicable stakeholders. Regular progress meetings may be required.

2.3 MINIMUM QUALIFICATIONS

Offerors shall comply with all Revenue Authority requirements and applicable laws, regulations and ordinances. Offerors must submit a narrative description of similar projects completed within the last five years, including square footage, number of parking spaces, number and type of units' systems, process and approach utilized for those projects. Offerors must be licensed to do business in the State of Maryland and insured in accordance with the Revenue Authority requirements.

The Offeror shall purchase insurance from a company or companies lawfully authorized to do business in Maryland, and such insurance as will protect the Offeror and the Revenue Authority from all claims including, but not limited to, those that may arise out of or result from operations of the Offeror under the agreement and for which the Offeror may be legally liable whether such operations be by the Offeror or by a subcontractor or by anyone directly or indirectly employed by either of them, or by anyone for whose acts any of them may be liable.

2.4 INSURANCE REQUIREMENTS

The selected Offeror will be required to agree to the following insurance provision:

Insurance Coverage to be provided shall include but not be limited to: 1. Comprehensive General Liability; 2. Worker's Compensation and Employers' Liability; and 3. Automobile Liability. Coverage written on an occurrence basis, in the amounts as follows:

Commercial General Liability*

- \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate
 - Commercial General Liability coverage should be Primary and Non-Contributory.
 - Worker's Compensation and Employer's Liability*

- (The greater of the statutory requirements in the State of Maryland or the amounts as written below)
 - \$100,000 each accident
 - \$500,000 disease - policy limit
 - \$100,000 disease - each employee

- Automobile Liability*
 - \$1,000,000.00 combined single limit

*Check the required amounts. If nothing is checked the maximum insurance requirements apply.

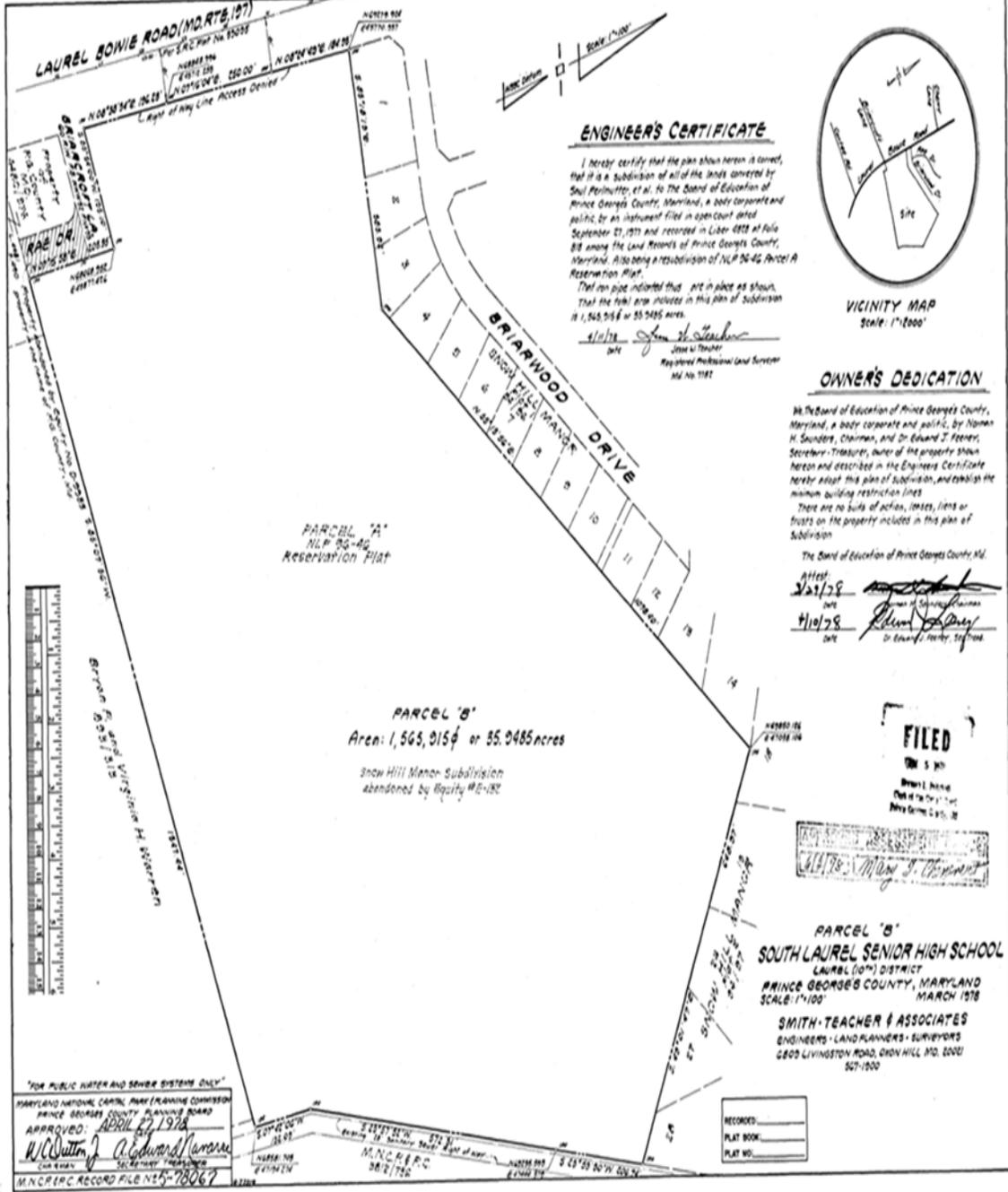
The selected Offeror shall, concurrently with the execution of an agreement, deliver to the Revenue Authority certificates of insurance in a form acceptable to the Revenue Authority evidencing the coverage set forth in the agreement. The certificates of insurance will name the Revenue Authority of Prince George's County and the property owner as additional insureds. In no circumstance shall the Offeror commence any work without the insurance policies for all the insurance coverage specified in this section. The certificates of insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be canceled, non-renewed or reduced in coverage until after thirty days prior written notice has been given to the Revenue Authority.

2.5 LOCATION INFORMATION

RAPGC has identified two prospective sites for the implementation of the Project. Responding Offerors must provide site analysis information to assist the Revenue Authority in analyzing each proposed site. The Offeror is required to conduct site visits to both locations to assess the current conditions and identify areas that require development.

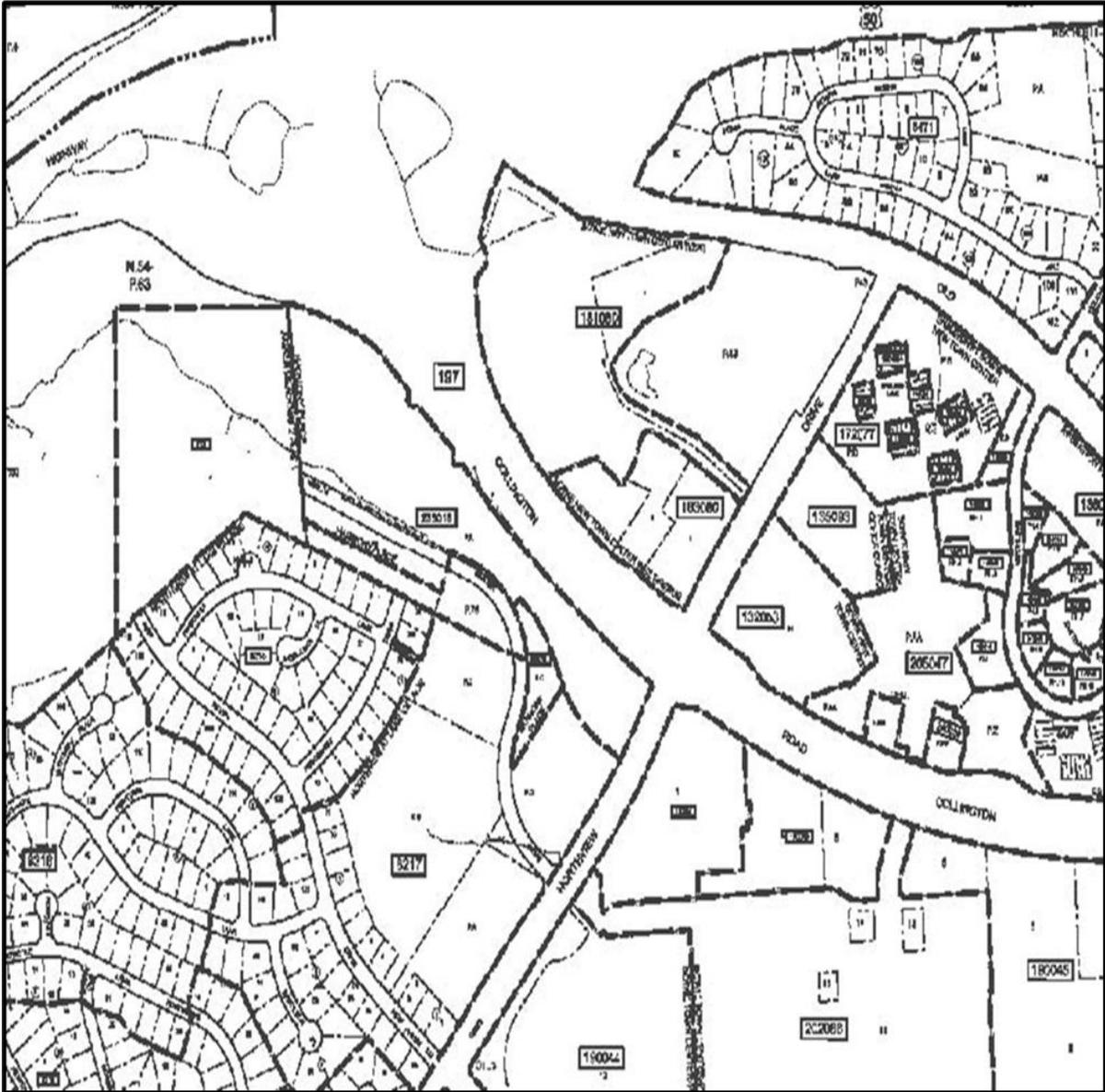
The South Laurel Fringe Lot, located at 13701 Laurel - Bowie Rd, Laurel, MD 20708, is approximately 9.93 acres and currently operates as a park-and-ride commuter lot for Prince George's County, offering 684 standard vehicle parking spaces. The CVP lot should be no more than five acres and must be secured. This site is generally flat, with no buildings or other site structures that require demolition. The location will continue to offer free commuter parking. This site is owned by the Housing Authority of Prince George's County. If selected, this site will serve as an interim use.





The Bowie fringe lot, located at 4400 Collington Road, Bowie, MD 20716, is approximately 12.75 acres and currently operates as a park-and-ride commuter lot that has 630 standard vehicle parking spaces. The commercial vehicle parking lot should utilize be no more than five acres of the 12.75 acres. The remaining portion will continue to be used for commuter parking. This site is generally flat, with no buildings or other site structures that require demolition.





SECTION III: GENERAL INFORMATION

3.1 ECONOMY OF PREPARATION/INCURRED EXPENSES

Proposals should be prepared in an economical manner, offering a clear and concise description of the Offeror's capabilities and their ability to meet the requirements of this RFP. The Revenue Authority is not responsible for any costs incurred by any Offeror in preparing and submitting a response to this RFP or in participating in the solicitation process.

3.2 QUESTIONS OR MODIFICATIONS

All questions regarding this RFP must be submitted via e-mail to the PAG Chair at RVA-CVP@co.pg.md.us. Offerors must only direct questions to the PAG Chair. The Revenue Authority will aggregate and post Offeror's questions on the Revenue Authority's webpage at <https://www.princegeorgescountymd.gov/departments-offices/revenue-authority> on a rolling basis. The Revenue Authority will also post notices or information regarding cancellations, withdrawals, and modifications to this RFP on its webpage. Offerors must regularly check the webpage for any such notices and information, and the Revenue Authority shall have no duty to provide direct notice to Offerors. An Offeror's failure to request additional information or clarification shall preclude the Offeror from subsequently claiming any ambiguity, inconsistency, or error.

3.3 TAX CERTIFICATION AND CERTIFICATE OF STATUS

The successful Offeror(s) shall be compliant with applicable tax filings and licensing requirements; and must be in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror(s) shall truthfully execute the Tax Certification Affidavit (See Form 1) and submit this form, together with a copy of its Certificate of Status, as applicable, within seven calendar days of the Revenue Authority's issuance of a Notice of Intent to Award.

3.4 CONFIDENTIALITY/PROPRIETARY INFORMATION

Offerors shall specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification on why such material should not, upon request, be disclosed by the Revenue Authority in accordance with the Maryland Public Information Act, 4-101 et. seq., General Provisions Article of Maryland Annotated Code. Offerors shall clearly indicate every page deemed confidential/proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Because of the specialized, private and confidential nature of the evaluative process associated with this RFP, there are significant limitations and exceptions to the Revenue Authority's obligation to produce documents in response to a Public Information Act request, which limitations are set forth in the Revenue Authority's Procurement Policies and Procedures. By submitting a proposal in response to this RFP, Offerors understand, agree and accept the stated limitations on any potential Public Information Act request that they make in the future, and agree to abide by the limitations stated therein.

3.5 ALLOWANCE OF IN-HOUSEWORK

No section or portion of this RFP or the contract shall be construed or interpreted to preclude the Revenue Authority from accomplishing any task or undertaking any operation or project utilizing its workforce.

3.6 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn upon written request from the Offeror to the PAG Chair at RVA-CVP@co.pg.md.us before the closing date. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the closing of the proposals.

3.7 SUPPLIER DIVERSITY AND PARTICIPATION REQUIREMENTS

The Revenue Authority requires that the selected Offeror comply with the participation requirements of Section 10A-161, et seq. of the County Code, and all other applicable County requirements. Implementation of these requirements as applicable is a contractual obligation, and failure to comply with such terms shall be treated as a material breach of the terms of this RFP and the resulting contract that may result in suspension, debarment or cancellation of the agreement. When looking at supplier diversity and participation, the Offeror should address its Project team, contracting and subcontracting and local hiring.

Subject to any applicable waiver, this RFP has a supplier participation of 20% County-Based Minority Business Enterprises (MBE) and 30% County-Based Small Businesses. Each business used to meet the participation requirement must be certified by the Prince George’s County Supplier Development & Diversity Division.

County-Based Small Business Enterprise (“CBSB”) and Minority Business Enterprises (“MBE”) Preference Percentage Points: CBSBs and MBEs have the maximum opportunity to participate as prime Offerors or sub-Offerors. The following preference point system is designed to meet the preceding policy.

3.8 BUSINESS PREFERENCES AND SUPPLIER PARTICIPATION

- a. The Revenue Authority will increase the total evaluated score of the Offerors that include participation in their proposal by CBSB(s) certified by the Prince George’s County Supplier Development and Diversity Division (“SDDD”). The following preference points will be applied to the Offeror’s total score:

Business Type	Where the prime Offeror is a certified firm, discount the following as applicable
County-Based Small Business	15%
County-Based Minority Business Enterprise	15%
County-Based Business	10%
Minority Business Enterprise or Disadvantaged Business Enterprise	5%
County-Located Business	3%

- b. Cumulative preference points: The same firm that is a prime Offeror will not be counted for a preference for more than one of the certified business categories above and shall receive a preference for the highest scoring certified business category for which it qualifies. No single certified firm can receive more than 15% percentage points in any one proposal. Supplier participation must be evidenced by submitting the Supplier Participation Utilization Plan attached as Form 1.

- c. Audit: At the discretion of the Revenue Authority, any Offeror given preference points or that is subject to participation requirements shall be subject to an audit of documents or other information deemed necessary by the Revenue Authority.

3.9 WAIVERS

If the Offeror is unable to find appropriate suppliers to achieve the participation requirements, the Offeror may request a waiver of the participation requirements. On a case-by-case basis, such waiver request may be granted, if “best efforts” by the Offeror to comply have been demonstrated as prescribed with Appendix B.

3.10 SUBCONTRACTING

Any person undertaking a part of the Project work under the terms of the agreement, by virtue of any agreement with the selected Offeror(s), must, if requested by the Revenue Authority, receive approval of the Revenue Authority prior to any such undertaking. In the event the Offeror desires to subcontract some part of the work specified herein, the selected Offeror(s) shall furnish with their proposal the names, qualifications, and experience of their proposed subcontractors. Subcontractors shall conform, in all respects, to the provisions specified for the selected Offeror(s). The selected Offeror(s) shall, however, remain fully liable and responsible for the work done by their subcontractors. The Revenue Authority may terminate the agreement if the subcontracting is done without the Revenue Authority’s prior approval, if the Revenue Authority requested such approval.

A. Offeror Prompt Payment.

The selected Offeror(s) shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven calendar days after receipt of such amounts that are paid to the selected Offeror(s) by the Revenue Authority for such work performed under the agreement. If there is a good faith dispute over all or any portion of the amount due on a payment from the selected Offeror(s) to a subcontractor, the selected Offeror(s) may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the exact requirements and interest penalties for payment to its subcontractors (lower-tier subcontractors) after receiving payment as applicable to the selected Offeror(s).

B. Subcontract Clause Requirements.

The selected Offeror(s) shall include in each of its subcontracts: (A) a payment clause which obligates the selected Offeror(s) to pay the subcontractor for satisfactory performance under its subcontract within seven days out of such amounts as are paid to the selected Offeror(s) by the Revenue Authority for such work performed under such contract; (B) an interest penalty clause which obligates the selected Offeror(s) to pay to the subcontractor in the case of each payment not made by the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other

percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

3.11 EVIDENCE OF SUBCONTRACTING

If requested by the Revenue Authority, the selected Offeror must submit copies of executed subcontracts to the Revenue Authority. Copies of executed subcontracts are not required with the proposal; however, intent to subcontract must be disclosed in the proposal.

3.12 RESPONSIBILITIES OF THE OFFEROR

The Offeror shall be responsible for the professional quality and Project accuracy of their advice and other services furnished by them. The Offeror shall perform services with the degree of skill recognized professionals normally exercise with respect to services of a similar nature. Neither the Revenue Authority's review, approval or acceptance of, nor payment for, any of the services required under the agreement shall be construed to operate as a waiver of any rights under the agreement or of any cause of action arising out of the performance of the agreement, and the Offeror shall be and remain liable to the Revenue Authority in accordance with applicable law for all damages to the Revenue Authority caused by the Offeror's negligent performance of any of the services furnished under the agreement. The rights of the Revenue Authority provided under the agreement are in addition to any rights and remedies provided by law.

3.13 PERMITTING

The selected Offeror(s) will be responsible for ensuring compliance with all tasks related to obtaining any necessary permits or licenses to achieve the objectives of this solicitation. This includes submitting any required plans and permit applications to the County's Department of Permitting, Inspections, and Enforcement (DPIE), as well as securing all necessary permits and approvals.

3.14 FORMATION OF CONTRACT WITH SUCCESSFUL OFFEROR

If applicable, any resulting agreement shall be by and between the Offeror and the Revenue Authority. By submitting a proposal in response to the RFP, the Offeror accepts the terms and conditions set forth herein.

3.15 AFFIDAVITS, CERTIFICATIONS, AND FORMS

Offerors are required to submit required certifications, forms, and affidavits with their proposal.

3.16 GIFTS

Offerors must not make or offer gifts to members of the evaluation committee, Revenue Authority employees and/or its board members who are prohibited from accepting gifts.

3.17 KICKBACKS

(1) A kickback means any money, fee, commission, credit, gift, or compensation of any kind that is provided directly or indirectly to a Offeror, a Offeror's employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontractor in connection with a contract awarded by the Revenue Authority.

(2) A person must not:

- a) Provide, attempt to provide, or offer to provide a kickback.
- b) Solicit, accept, or attempt to accept a kickback.
- c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Offeror, or by the prime Offeror in the price charged by the prime Offeror, to the Revenue Authority or its agent; or
- d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory, or contractual requirement.

3.18 ETHICS AND CONFLICTS OF INTEREST

Offerors are subject to the ethics law in public contracting, including but not limited to, all applicable provisions of the Code. Offerors and members of its Project team are prohibited from contacting any Revenue Authority board member, evaluation committee member, employee, or agent of the Revenue Authority or the County (other than as instructed in this RFP) regarding this solicitation to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. An Offeror, or anyone acting on its behalf, who contacts any individual or organization for the purpose of influencing the outcome of the solicitation process, shall result in the disqualification of said Offeror and its proposal.

By proffering a proposal, each Offeror warrants that to the best of its knowledge and belief except as otherwise disclosed, it does not have a conflict of interest. Conflict of interest is defined as a situation in which the nature of work pursuant to this RFP and the Offeror's organizational, financial, contractual, or other interests are such that:

- i. Award of the contract may result in an unfair competitive advantage.
- ii. The Offeror's objectivity in performing the contract work may be impaired. In the event the Offeror has an organization a conflict of interest, the Offeror shall disclose such conflict of interest fully in its submission.
- iii. The successful Offeror agrees that if, after the award, the Offeror discovers a conflict of interest with respect to the contract, the Offeror will immediately disclose, in writing, the conflict of interest to the Revenue Authority's Executive Director. The disclosure shall include a description of the action that the Offeror has taken or intends to take to eliminate or mitigate the conflict. The Revenue Authority may, however, terminate the contract if it determines, in its sole discretion, that the proposed solution is insufficient.

- iv. In the event the Offeror was aware of a conflict of interest before the award of the contract and intentionally did not disclose the conflict to the Revenue Authority's Executive Director, the Revenue Authority may terminate the contract.

SECTION IV: PROPOSAL SUBMITTALS

4.1 PROJECT PROPOSAL FORMAT OUTLINE

Each Project proposal shall have the following sections prominently displayed:

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Statement of Qualifications
5. Proposal Responses
6. Cost Proposal
7. References
8. Legal Action Summary
9. Affidavits, Addenda, Appendices, Certifications and Forms

4.2 FORMAT DESCRIPTION

Each proposal shall conform to the following order and format:

- Title Page: Each proposal shall begin with a Title Page. It shall display the following title: "Commercial Vehicle Parking Lot, Request for Proposals No. RA-CVP-04-2025". It shall also have the name of the company and the name, title, business address and telephone number of the point of contact for the proposal.
- Transmittal Letter: The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the Offeror to all statements, including services and prices contained in the proposal.
- Table of Contents: The proposal shall contain a "Table of Contents" with page numbers indicated.
- Statement of Qualifications: The Offeror shall provide a detailed description of its qualifications to deliver the services described in Section II of this RFP, including how the Offeror meets the minimum qualifications of this RFP.
- Proposal Responses: The Proposal shall address the following specific issues in the order set forth below:

1. A written narrative description of the Offeror's plan for designing, managing, and executing each Project, including tasks to be performed by subcontractors. The narrative should detail the Offeror's approach to the Project.
 2. A rendering of the proposed Project.
 3. Identification of key management team personnel, their experience, roles within the management team, and the Project's primary point of contact.
 4. A Project schedule detailing the projected duration of each Project.
 5. A written narrative discussion detailing the Offeror's capacity to deliver the Project on time.
- Cost Proposal: The Cost Proposal must be clearly marked and include a detailed list of all costs and fees associated with the services detailed in this RFP.
 - References: The Offeror must provide a minimum of two references for projects similar in size and scope to this RFP. Each reference must include the contact details for each reference including the reference's address, phone number, and the length of time of contractual relationship as well as the services provided.
 - Legal Action Summary:
 - a. A statement as to whether there are any outstanding material legal actions, potential claims or debarment actions against the Offeror and a brief description.
 - b. A brief description of any settled or closed material legal actions or material claims against the Offeror over the past five years.
 - c. A description of any material judgments against the Offeror within the past five years, including the case name, court name and a description of the judgment.
 - Affidavits, Addenda, Appendices, Certifications and Forms: The Offeror shall submit with the proposal any certifications, forms, addendums, and appendices required by this RFP. These forms shall be completed and submitted with the proposals by all Offerors.

SECTION V: EVALUATION AND SELECTION PROCESS

5.1 SELECTION PROCESS

An evaluation and selection committee, referred to as the Proposal Analysis Group ("PAG") will evaluate responsive proposals. Failure to comply with any provisions of this RFP may disqualify an Offeror's proposal.

5.2 EVALUATION AND SELECTION COMMITTEE

The PAG will review all responsive submissions and interview top-scoring Offerors, at which time the PAG may invite Offerors to present and explain the major characteristics of their proposal and respond to the PAG's questions. The PAG's scoring of each proposal will be final. The PAG will make a recommendation to the RAPGC's Executive Director for award of the contract to the most responsive/responsible Offeror whose proposal is determined to be the "Best Value" and most advantageous to the Revenue Authority. The Revenue Authority's Executive Director will select the successful Offeror.

5.3 PROJECT EVALUATION CRITERIA

Each proposal will be evaluated based on its completeness and thoroughness. The PAG will evaluate each Proposal using the evaluation criteria set forth in this RFP and in accordance with the criteria listed below:

- Project Approach/Design and Execution (maximum of 40 points)
- Cost Proposal (maximum of 30 points)
- Qualifications/Experience (maximum of 30 points)

5.4 Best and Final Offer Submissions and Oral Presentations

The Revenue Authority and/or the PAG may, in its sole and absolute discretion, conduct discussions with all, or some, of the Offerors via Best and Final Offer ("BAFO") submissions. If Offerors are asked to submit a BAFO, Offerors must adhere to the additional guidance provided by the Revenue Authority and submit a final revised proposal for final consideration. Upon receiving the BAFO, the Revenue Authority reserves the right to request additional information and conduct further discussions and negotiations if the BAFO lacks adequate information to reach a final selection. Based on the PAG's initial evaluation of the proposals, the Revenue Authority may invite, without cost to itself, finalists to make oral presentations of their proposal and their capabilities as a further consideration in the selection process. The RAPGC reserves the right to waive a requirement and/or minor irregularities. The Revenue Authority, in its sole and absolute discretion, may terminate this RFP for its convenience.

5.5 PROPOSALS ARE PROPERTY OF THE REVENUE AUTHORITY

All proposals submitted in response to this RFP will become the property of the Revenue Authority.

5.6 SOLICITATION AND AWARD PROTESTS

An actual or prospective Offeror may protest the solicitation or award of a contract for serious violations of the principles of the Revenue Authority's Procurement Policy and Procedures. Any protest against this RFP must be received before the due date for receipt of proposals, and any protests against the award of a contract must be received within five (5) business days after receipt of notification of contract award, or the protest will not be considered. All protests shall be in writing and submitted to the Chief Financial Officer, who shall issue a written decision on the matter. In the case

of a solicitation protest, the Chief Financial Officer may, at his or her sole discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. Any protests associated with or arising in connection with this RFP shall be conducted in strict accordance with the procedures set forth in the Revenue Authority's Procurement Policies and Procedures.

5.7 APPLICABLE REGULATIONS

This RFP and any award of the subject Project is governed by and subject to the current version of the Procurement Policies and Procedures of the Revenue Authority, which is available to Offerors upon request.

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SECTION VI
REQUIRED FORMS

SUPPLIER UTILIZATION PLAN FOR PROJECT PROPOSAL

PART 1

INSTRUCTIONS: SUBMIT ONE FORM FOR OFFEROR

Offeror Entity Name:

Offeror's Authorized Person's Name:

Offeror's Authorized Person's

Title: _____

Total Percentage of CBSB Participation: _____% Total Percentage of MBE Participation: _____%

Certification Type			
NCB	Non- Certified Business	MBE	Minority Business Enterprise
CBB	County-based Business	CBMBE	County-based Minority Business Enterprise
CBSB	County-based Small Business	CLB	County-located Business
DBE	Disadvantaged Business Enterprise		

PERCENTAGE OF WORK TO BE PERFORMED BY OFFEROR

Offeror (Prime Offeror) Name	Certification Type (if any)	Certification Number (if applicable)	% of Work to be Performed by Offeror as Prime Offeror

SUPPLIER UTILIZATION PLAN FOR PROJECT PROPOSAL

**PART 3
INSTRUCTIONS: SUBMIT ONE FORM FOR EACH BUSINESS LISTED IN PART 2
OF THIS SUPPLIER UTILIZATION PLAN**

We certify that in the event _____ (“Offeror”) is awarded a
(Insert Offeror’s Name)

contract under RFP No.RA-CVP-04-2025 for _____,

Offeror and _____ (“Subcontractor”) intend to enter
(Insert Subcontractor Name)

into a contract by which Subcontractor will perform the work identified in Part 2 of this

Supplier Utilization Plan with respect to its identification of Subcontractor.

Offeror hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Offeror by the County for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Offeror to a subcontractor, Offeror may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime Offeror.

Interest penalties. In the event Offeror violates the provision of the Paragraph above, Offeror shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Offeror (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Offeror being suspended or debarred.

OFFEROR

SUBCONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**SUPPLIER UTILIZATION PLAN FOR PROJECT PROPOSAL
PART 4**

INSTRUCTIONS: COMPLETE AND SUBMIT THIS SECTION FOR THE OFFEROR.

WORK TO BE PERFORMED BY OFFEROR

Certification Types	Certification #(if applicable)	% Self Performed	\$ Self Performed
NCB			
CBB			
CBSB			
MBE			
CBMBE			
CLB			
DBE			

TAX CERTIFICATION AFFIDAVIT

Part I: I HEREBY CERTIFY THAT:

The business named below is a (Maryland ___) (foreign ___) _____ (type of entity) registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name:

Address:

[If not applicable, so state]

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the Maryland Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

- 1. I have complied with the applicable tax filing and licensing requirements of Prince George’s County and the State of Maryland.
2. The filing information is true and correct concerning tax compliance for the past ___ years. Personal Property Current ___ Not Current ___

The Revenue Authority reserves the right to verify the above information with the appropriate government authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant)

(Printed or Typed Name)

VENDOR'S OATH AND CERTIFICATION

Receipt of this certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

“I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our company, partnership or corporation that no officer or employee of the Revenue Authority of Prince George’s County or Prince George’s County whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George’s County, Maryland; and

I (We) hereby declare and affirm or under oath and the penalty of making a false statement that if the contract is awarded to our company, partnership or corporation that no member of the elected governing body of Prince George’s County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George’s County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name: _____ Title: _____

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

FORM NO. 4

CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING FAIR LABOR
STANDARDS ACT

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of Offerors or prospective Offerors receiving a contract or award from the Revenue Authority of Prince George's County. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Offeror

I (We) hereby certify that our company, as producer of the services to be acquired by the Revenue Authority of Prince George's County, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Offeror: _____

Date: _____

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

FORM NO. 5

STATEMENT OF OWNERSHIP AND OFFEROR QUALIFICATION AFFIDAVIT

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from the Revenue Authority of Prince George's County.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State	Zip Code	Bus. Phone w/area code
----------------	----------	------------------------

2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name	Business Address	Residence Address
------	------------------	-------------------

Corporate Business Entities

Is the corporation listed on a National Securities Exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence addresses and the date they assumed their respective offices.

Name	Residence	Office	Date Office
Assumed			Business/Address

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025

REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

FORM NO. 5 (continued)

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Name	Residence	Office	Date Office Business/Address
Expired			

6. List the names and residence addresses of all individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name	Residence Address
------	-------------------

This Financial Disclosure Statement has been prepared by _____

on this _____ day of _____, 20__

Signed by Preparer

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

FORM NO. 5 (continued)

PART "B" - AFFIDAVIT (OFFEROR'S QUALIFICATION STATEMENT)

1. I am the _____ of

_____ a party interested in obtaining a contract with the Revenue Authority of Prince George's County under conditions set forth in documents for RFP No. RA-CVP-04-2025.

2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);

3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

ACKNOWLEDGMENT (Corporate)

I, _____ certify
that I am the _____

(Print Name)

_____ of
_____ and _____
(Title) (Business Entity)

that _____ who signed the
above Affidavit
(Print Name)

Is the _____ of said
entity; that I know his/her
(Title)

signature, and his/her/their signature thereto is genuine; and that the above Affidavit/Statement of Ownership was duly signed, sealed, and attested for on behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of Ownership are true to the best of my knowledge, information and belief.

(SEAL)

(Name Printed)

(SEAL)

(Signature)

(SEAL)

Corporate Seal (as applicable)

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

SECTION VII

APPENDICES

GENERAL TERMS AND CONDITIONS

If applicable, the successful Offeror shall execute a contract acceptable to the Revenue Authority of Prince George's County ("Revenue Authority"). The contract to be negotiated as a result of this RFP (the "Contract") shall be by and between the Offeror and the RAPGC and shall contain provisions included in this RFP. By submitting a proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein. Capitalized terms not defined in these General Terms and Conditions shall, unless otherwise indicated herein, have the meanings ascribed to such terms in this RFP.

1. **AVAILABILITY OF FUNDS:** A Contract is subject to the availability of Revenue Authority funds. The Revenue Authority's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual availability of funds for the following fiscal year. The Revenue Authority shall notify the Offeror as soon as it obtains knowledge that funds may not be available for continuance of the Contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting Contract shall be governed by the laws of Prince George's County and the State of Maryland. By submitting a proposal in response to this Request for Proposals, the Offeror, if selected for award, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations under the Contract.
3. **CONTINGENCY FEE PROHIBITION:** The Offeror hereby represents that they have not retained anyone to solicit or secure this contract from the Revenue Authority upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **REVENUE AUTHORITY HELD HARMLESS:** It is agreed that the Offeror shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Offeror's negligence or failure to perform any of the obligations which this Contract obligates them to perform, and the Offeror hereby agrees to indemnify defend and hold the Revenue Authority and the property owner harmless from any loss, cost damages, and other expenses suffered or incurred by the Revenue Authority or the property owner solely by reason of the Offeror's negligence or failure to perform any of the said obligations. The Offeror shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The Offeror shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with the County, including its agencies, or a political subdivision of the State of Maryland, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025

REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office.

6. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be governed by the Revenue Authority of Prince George's County's Procurement Policy and Procedures.
7. **TERMINATION FOR DEFAULT:** If the Offeror fails to fulfill its obligations under the Contract properly and on time or otherwise violates any provision of the contract, the Revenue Authority may terminate the contract by written notice to the Offeror. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Offeror shall at the Revenue Authority's option become the Revenue Authority's property. The Revenue Authority shall pay the Offeror fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Offeror's breach. If the damages are more than the compensation payable to the Offeror, the Offeror will remain liable after termination and the Revenue Authority can affirmatively collect damages or deduct from monies due the Offeror on this or other Revenue Authority contracts. Damages may include excess re-procurement costs.
8. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the Revenue Authority with 30 calendar days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 calendar days, in accordance with this clause in whole, or from time-to-time in part, whenever the Revenue Authority shall determine that such termination is in the best interest of the Revenue Authority. Subject to the terms of the Contract, the Revenue Authority will compensate Offeror for all monies earned up to the date of termination. However, the Offeror shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination.
9. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on any successor and assigns of the Offeror. It is mutually understood and agreed that Offeror shall not assign, transfer, convey, sublet or otherwise dispose of this contract or its right, title or interest herein, or its power to execute such Contract, to any other person, Offeror or corporation, without the previous written consent of the Revenue Authority and in no case shall such consent relieve the Offeror from the obligations, or change the terms of the Contract.
10. **NON-DISCRIMINATION:** An Offeror who is the recipient of Revenue Authority funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of the Revenue Authority. Offeror agrees to be in full compliance with the Americans with Disabilities Act. Offeror shall incorporate the provisions of this Section 10 in all contracts entered into with suppliers of materials or services; and Offeror's subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this Contract. Offeror and subcontractors shall post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025

REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

The Revenue Authority is committed to a policy of nondiscrimination in all Revenue Authority programs, services, and activities and will provide reasonable accommodations upon request. Offerors requesting special accommodations should contact the CVP PAG Chair at 301-772-2060 or at RVA-CVP@co.pg.md.us.

11. **EMPLOYMENT OF AUTHORITY PERSONNEL:** The Offeror may not engage on a full-time, part-time or other basis, during the period of the Contract, any professional or Project personnel in the employ of Prince George's County or the Revenue Authority.
12. **ECONOMIC DEVELOPMENT:** Under authority of the County Executive (Executive Order No. 17-1997), Prince George's County based businesses are encouraged to participate in the County's procurement process. Prince George's County Government is committed to promoting economic development, expanding business opportunities and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation. Information on the County's contracting process and opportunities may be obtained through the Prince George's County's Office of Procurement.
13. **SEXUAL HARASSMENT:** The Revenue Authority is committed to providing a work environment that is free from discrimination, insults, intimidation and other forms for harassment. The Revenue Authority prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Offeror or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of Prince George's County, the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of contract, and thus the Offeror will be required to remove the offender from the jobsite.
14. **RELEASE OF INFORMATION:** During the term of the Contract, the Offeror may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to the Revenue Authority, the account, or performance of services under the contract, without prior written consent of the Revenue Authority; and the Offeror shall indemnify and hold harmless the Revenue Authority, its officers, board of directors, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to the Revenue Authority, the account, or the contract by the Offeror or its agents or employees.
15. **ARREARAGES:** By submitting a response to this solicitation an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing the County and State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
16. **TAX EXEMPTIONS:** The Revenue Authority is exempt from the following taxes: (a) State of Maryland by Certificate No. 3000-124-3.

REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

17. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by an authorized signatory of the Revenue Authority.
18. **DEFAULT REMEDIES:** The Contract may be canceled or annulled by the Revenue Authority in whole or in part by written notice of default to the Offeror for any of the following reasons: failure to perform in accordance with Contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any Contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a Revenue Authority contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the Offeror shall continue the performance of the Contract to the extent not terminated.

In the event of default by the Offeror, the Revenue Authority may procure similar articles or services in such a manner as to facilitate the most expeditious delivery or performance. The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Offeror is obligated to the Revenue Authority for any excess re-procurement costs incurred by the Revenue Authority as a result of the Offeror's default. Excess re-procurement costs shall be defined as the difference between the defaulting Offeror's contract price and the price paid by the Revenue Authority for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by the Revenue Authority in making the re-procurement.

The Offeror agrees by submitting a proposal that such excess re-procurement costs may be recovered by the Revenue Authority by: 1) deduction of such amount from monies owed the Offeror on this or any other contract(s) the Offeror may have with the Revenue Authority, 2) direct payment by the Offeror to the Revenue Authority or 3) legal action against the Offeror.

19. **DELINQUENT SETOFFS:** In the event that the Offeror owes money to the Revenue Authority or the County as a result of the entry of judgment, debt arising out of a Contract, default as surety to the County, delinquent taxes, fines or assessments or for any other debt or liquidated damages, the County or the Revenue Authority, as applicable, may withhold and set-off such sums owed to the County from payments owed to the Offeror by virtue of this or other contracts.

20. **GENERAL GUARANTY:**

Offeror agrees to:

- a. Save the Revenue Authority, its agents, board of directors, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Offeror is not the patentee, assignee, licensee or owner.

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025

REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

- b. Protect the Revenue Authority against latent defective material or workmanship and repair or replace any damage or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damage of any kind, to the building or equipment, to his own work or to the work of other Offerors, for which Offeror or its Project team is responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County and State of Maryland.
21. **CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of the contract, there shall be furnished to the Revenue Authority a statement, under oath that no employee, agent or board of director of the Revenue Authority and no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract and that upon request by the Revenue Authority, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Offeror shall be returned to the Revenue Authority. Whenever any person shall be convicted of falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by the Revenue Authority.
22. **VENDOR QUALIFICATION STATEMENT:** Offerors hereunder are advised that prior to the contract award, the Revenue Authority will require a statement regarding the vendor's qualifications pursuant to the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.
23. **COLLUSIVE BIDDING:** Offeror certifies that its proposal is made without any previous understanding, agreement of connection with any person, Offeror, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
24. **IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to the Revenue Authority as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of the Revenue Authority, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

APPENDIX B

**CERTIFICATION OF OFFEROR'S BEST EFFORTS TO MEET THE
COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE) REQUIREMENTS**

General

If, for any reason, during the term of the Contract awarded under this RFP, the Offeror is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this RFP, the Offeror may request, in writing, a waiver of one or both requirements with justification to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
 - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such Offerors were contacted, and
 - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Offeror considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Revenue Authority may grant the waiver only upon a reasonable demonstration by the Offeror that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Revenue Authority determines that the public interest will be served.

Definition

"Best Efforts" means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

I. Statement of Best Efforts to Select Minority Business Enterprises

Set forth in detail below are efforts made by Offeror to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs

Set forth in detail below are efforts made by Offeror to contact and negotiate with MBEs and/or CBSBs including: (a) a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such Offerors were contacted; and (b) an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

(A) Table of names, addresses, telephone numbers and dates

REQUEST FOR PROPOSALS NO. RA-CVP-04-2025
REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
COMMERCIAL VEHICLE PARKING LOT

APPENDIX B (continued)

Name	Address	Telephone Number	Date

(B) Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Offeror considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

IV. List of Unavailable MBEs and/or CBSBs

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

Sworn Affidavit of Offeror

The Affidavit shall be signed by an authorized signatory of the Offeror and shall be notarized.

The undersigned, (Name) _____, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Offeror's Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

 Signature:
 Offeror Authorized Representative

STATE OF MARYLAND COUNTY
 OF (_____)

I HEREBY CERTIFY THAT on this ____ day of _____, 20____,

before the undersigned Notary Public, personally appeared _____,
(Print Name)

and signed this Certification as a true act and deed of _____.
(Offeror Name)

[Affix notary seal here] _____ Notary Public

My commission expires: _____