



REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY

RFP No. RA-AFSIC-10-2024

**REQUEST FOR PROPOSALS (“RFP”) FOR AN
AGRICULTURE AND FOOD SECURITY INNOVATION CENTER FEASIBILITY
STUDY**

Special accommodations for persons with disabilities may be made by calling 301-772-2060

Release Date: October 10, 2024

Submission Deadline: December 30, 2024, at 5:00 p.m. EST



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SECTION I: OVERVIEW

1.1 SUMMARY STATEMENT

The Revenue Authority of Prince George's County (the "**Revenue Authority**"), on behalf of the Prince George's County Council and Office of the County Executive, seeks an experienced consultant ("**Respondent**" or "**Consultant**") to develop the Prince George's County Agriculture and Food Security Innovative Center Feasibility Study ("**Feasibility Study**"). The Feasibility Study is the first phase of an anticipated multiphase project. The Agriculture and Food Security Innovative Center ("**AFSIC Center**") is a component of the Prince George's County's long-term vision to preserve its rich agricultural heritage, while providing much-needed food availability and educational opportunities for Prince George's County (the "**County**") residents. The Feasibility Study must allow the Revenue Authority to assess the feasibility of the AFSIC Center and if the considerations for implementation can be effectively satisfied.

1.2 BACKGROUND

The County lies along the eastern border of Washington, D.C., separated by the Potomac River, and is located 48.9 miles southwest of Baltimore, Maryland, 115 miles north of Richmond, Virginia, and 146 miles south of Philadelphia, Pennsylvania. It is approximately 499 square miles in size, with over 950,000 residents, and boasts three prominent rivers: the Potomac River, Patuxent River, and the Anacostia River. The County has a robust transportation infrastructure with Interstate 95 and the Baltimore Washington Parkway that runs north to south, U.S. Route 301 from north to south, and U.S. Route 50 from east to west. Additionally, there are a multitude of other transportation options exist within the County including railroad services. Central County is less than 35 miles away from the Maryland Food Center Authority (MFCA), a hub for farming, aquaculture, and other food products in Maryland.

In 2012, the Maryland-National Capital Parks and Planning Commission ("**M-NCPPC**") published "[Urban Agriculture: A Tool for Creating Economic Development and Healthy Communities in Prince George's County, MD](#)," which describes the growing urban agriculture industry. Urban agriculture is a strategy to mitigate food insecurity, improve health outcomes for communities, and boost economic development by developing small businesses and income for residents. The [County's 2035 Plan](#) aims to preserve remaining farmland in the County. Readily available, fresh and locally produced food is imperative to improve health, facilitate economic development, and create educational opportunities to County residents. The County has more than 60,000 acres of agricultural land, of which, 40,000 acres are privately owned. The Prince George's Soil Conservation District ("**PGSCD**") has 86 urban agriculture cooperators making up almost 145 acres of urban farms. PGSCD also has more than 750 Soil Conservation and Water Quality Plans on approximately 55,000 acres of farmland. According to the 2022 Census of Agriculture, there are 380 farms in the County covering 32,892 acres, and the market value of products sold is approximately \$22,658,000.00¹.

The AFSIC Center is anticipated to be built on County-owned land strategically located to accommodate transportation and facilitate ease of access for growers, producers, food assistance providers, retail outlets, and consumers. This state-of-the-art facility should integrate local producers, business resources, support agencies, and County residents in a cohesive food ecosystem. The center should assist with the consolidation and integration of existing programs such as

¹ The census data does not capture the actual number of farms or acres in the County.



the Healthy Corner Store Initiative, Prince George's Fresh, The Prince George's Food Rescue, The Capital Market, and the Urban Farm Incubator at Watkins Regional Park.

The COVID-19 pandemic highlighted the importance of local food systems. Distribution of farm fresh products was limited due to a lack of any coordinated or centralized food hub or a farmer-to-food bank program in the County. In response, many farmers developed their own food distribution systems to meet demand. Food assistance providers interested in purchasing local produce had to source (and often pick up) from local farms, which was costly and time-consuming, leading to a decrease in availability within their market supply. Those challenges highlighted the need for more wholesome food options, expanded services, supply chain management, and critical infrastructure. The County's [Food Security Task Force Report](#) and [Climate Action Plan](#) identified building a resilient food system as a top goal in the County. In response to strategic planning goals and current needs, County partners wish to assess the feasibility of an AFSIC Center, which would function as a food hub (providing a point aggregation, distribution, and sale for fresh produce, meat, poultry, and seafood), integrate local food products, expand food pantry capabilities, and support education for nutritional food preparation. The AFSIC Center must have the appropriate infrastructure to support business growth and an expanded [Prince George's Fresh program](#).

If the Feasibility Study demonstrates that the AFSIC Center is viable, then it's expected that a subsequent solicitation will be issued for a sustainable business plan and implementation strategy. The findings of the Feasibility Study will dictate if phase two is warranted.

1.3 COUNTY COVID-19 DATA HIGHLIGHTS FOOD INSECURITIES

During the height of the pandemic, the County had the highest number of Covid-19 cases in Maryland. Unfortunately, at least 2,250 County residents (as of September 2022) died because of the virus. Underlying health issues and comorbidities were a major factor in the high death toll in the County. Many of these illnesses, such as obesity, high blood pressure, and diabetes, are direct results of unhealthy food behaviors and lack of accessibility to quality, affordable and culturally relevant healthy food options. In addition, many people have lost the knowledge of scratch cooking and food preparation.

Prior to 2020, the County led the region in job growth for six consecutive years. Through the aggressive attraction of economic development, the County created over 25,000 jobs from 2013 - 2019. Within the first few months of the pandemic, six years of job growth disappeared due to layoffs and shutdowns of large County- based employers. By the fourth quarter of 2020, the County reported the lowest job growth in 10 years.

The virus exposed gaps in the food supply chain as well as highlighting the Healthy Food Priority Areas (“**HFPA**”), formally referred to as food deserts, in the County. Of the 218 census tracts, 20 are designated as Low Income – Low Access (“**LILAs**”). Those locations lack affordable, fresh, and healthy food options for residents and represent over 240,000 County residents. In 2019, a County based coalition created the [Prince George's County Healthy Food Priority Areas \(HFPA\) map](#). These locations are defined as areas with an imbalance of non-nutritious food providers versus nutritious food providers. These areas were identified based on the location of grocery stores and fresh food options, the number of unhealthy options (such as fast-food restaurants), income, and transportation availability. Many of the HFPA overlap with the LILAs in the County, highlighting the need for quality food providers, growers, and grocers. By highlighting these areas, the County aims to provide an evidence-based approach for allocating resources to encourage the development of healthy food retail in the areas most needed with the best return on human investment.

SECTION II: VISION FOR THE AGRICULTURE & FOOD SECURITY INNOVATION CENTER

The AFSIC Center is expected to be a catalyst for filling the gaps in the County's food ecosystem and be a step in solving the complex food security puzzle. The AFSIC Center will act as a logistics hub for County-based and regional farmers, a resource center for community stakeholders, and a beacon of opportunity for County residents.

Ideally, the AFSIC Center will do the following:

- Integrate agri-business and food enterprises, local health and wellness initiatives, and food security resources.
- Address the needs of farm producers (both soil-based and soilless operations) to expand their production by building County infrastructure and/or a virtual retail platform to support marketing and product sales.
- Create an agriculture business incubator with start-up resources and training.
- Provide a food hub for processing and packaging farm products for distribution, with refrigeration and freezer storage space.
- Create a hub for County-based farmers markets to offer fresh foods or prepared meals to go.
- Provide a central location for County-wide food recovery efforts such as the Prince George's County Food Rescue.
- Facilitate "Food is Medicine" education programs such as Prince George's Fresh.
- Provide aggregation and inventory management for local produce and other agricultural products for distribution to retail outlets and food assistance providers.
- Provide opportunities for bulk purchasing (and perhaps storage) of supplies/materials needed by producers, value-added producers, and food assistance providers.
- Provide classes for consumers including healthy/nutritional food preparation.
- Offer commercial kitchen for farmers and small food businesses to develop value-added products made with raw agricultural products from the County and neighboring jurisdictions.
- Develop and launch a "Prince George's Made" and "Prince George's Grown" and/or "Prince George's Climate-Smart Grown" campaign and associated branding.
- Create a classroom space for educational programming related to the development of food and farm businesses.

- Demonstrate innovative farming methods such as controlled environmental agriculture as well as climate-friendly solutions that would dovetail with the County's Climate-Smart Commodities Grant.
- Offer career development opportunities to students.

2.1 PROGRAM GOALS

The following are the AFSIC Center's goals (collectively, the "**Program Goals**"):

- Promote the economic development of the rich agricultural heritage in the County.
- Cultivate the new and expanding urban agriculture industry in the County.
- Leverage the diversity of residents to grow more specialty/culturally diverse crops and create community learning partner programming.
- Connect farmers (especially our new and beginning farmers) with County resources (i.e. financial, technical services, business planning).
- Expand entrepreneurship and agricultural production education programs developed and offered at local colleges and universities including Bowie State University, University of Maryland College Park and Global Campus, and Prince George's Community College.
- Connect farmers with local agriculture training programs and internship opportunities (i.e. ECO City Farms Beginning Farmer Training Program with Prince George's Community College, UMD Extension courses).
- Expand career development opportunities and curriculum for early education, elementary, middle, and high school students and complimentary programs such as 4-H, FFA and Junior MANRRS.
- Assist farmers with their product marketing, processing, and other value - added services through the AFSIC Center.
- Supply County residents with fresh, nutritious, and culturally relevant foods produced locally.
- Support the diversity of local producers with a County-based agricultural center.
- Provide a depot for farmers markets and hub for County satellite farm stands.
- Provide processing and storage infrastructure for producers.
- Support food assistance providers and other County-based programs in need of fresh farm products.
- Create a young farmer education/resource center to train the next generation of farmers.
- Utilize technology to connect inner beltway, HFWA residents to farm-fresh products.

2.2. EXISTING COUNTY RESOURCES

The AFSIC Center has the potential to support and promote County programs and initiatives. The Prince George's County Health Department partnered with regional and national public health organizations and experts to launch the Healthy Corner Store Initiative in March 2019, which aims to increase the quality and availability of healthy food at locally owned businesses inside the Capital Beltway. Adding healthier food options is expected to improve the health and well-being of our residents, as well as provide an economic benefit for participating businesses.

Prince George's Fresh

Prince George's Fresh is a pilot fruit and vegetable coupon benefit program designed to increase access to healthy food in the County. The program allows medical professionals at participating clinics to recommend produce vouchers and nutrition education to patients experiencing diet-related chronic illness.

Prince George's County Food Rescue

Prince George's County Food Rescue is an initiative of the Prince George's County Food Equity Council that seeks to reduce food waste and food insecurity in the County. Powered by Food Rescue US technology, Prince George's County Food Rescue engages volunteers to transfer surplus food from donors to social service organizations that distribute food to residents in need.

Eco City Farms

ECO City Farm's Growing Urban Farmers and Farms Program helps aspiring and beginning farmers gain the information and practice the skills they need to grow healthy food for themselves and their communities. It is a seven-month long program with both hands-on and classroom learning opportunities, which results in a Certificate of Urban Commercial Agriculture and continuing classroom education credits.

Urban Farm Incubator at Watkins Regional Park

In 2010, ECO City Farms, M-NCPPC, the PGSCD, and the Food Equity Council engaged in a pilot program to develop an 11-acre parcel in Upper Marlboro with half-acre plots for training new producers in developing successful farm businesses. M-NCPPC, USDA's Office of Urban Agriculture and Innovative Production, and the National Association of Conservation Districts funded this project.

The Farm Incubator at Claggett Landing Road

M-NCPPC leased a 14-acre parcel in Upper Marlboro, Maryland to two experienced small-scale farmers to further promote the development of viable small-scale farm operations in the County. Current operations are growing cut-flowers, produce, and dryland rice.

2.3 REGIONAL ASSETS TO SUPPORT THE AFSIC CENTER

- **Logistics**
 - Major highways and transportation infrastructure
 - Proximity to major consumer markets
 - Large, growing population: 967,201, +12% (US Census 2020)
 - Very diverse population - 94 languages spoken
 - Large County footprint ~ 499 square miles



- Over 1,200 agriculture assessed parcels
 - ~40,000 acres of privately owned farmland
- Additional 20,000+ acres of government owned farmland
- Zoning ordinance allows urban agriculture in all zones
- Top agricultural products: nursery, grains, produce
 - Emerging Markets: Eggs, beef, grapes/ wine
 - Diverse, Cultural, and Non-traditional Markets: Goats, sheep, rice, sorghum, einkorn flour, native West African crops and native Central American crops
- Access to broadband/internet across the County to support online resources, marketing and distribution chain
- Substantial number of commercial warehouses

- **Schools & Institutes of Higher Education**
 - 122 Prince George's County Public Schools ("PGCPS") Elementary Schools
 - 25 PGCPS Middle Schools
 - 29 PGCPS High Schools, of which, three high schools participate in the Environment, Agricultural and Natural Resources Program with FFA chapters
 - 28 PGCPS Academy, Center & Specialty Schools
 - Bowie State University
 - Prince George's Community College ("PGCC")
 - PGCC Culinary Center
 - The University of Maryland, College Park
 - University of Maryland College of Agriculture and Natural Resources
 - Institute of Applied Agriculture
 - Global Campus
 - Capitol Technology University
 - Lancaster Bible College | Capital Seminary and Graduate School-Greenbelt, Maryland
 - Strayer University – Prince George's County Campus
 - TESST College of Technology – Beltsville Campus

- **County-Based Agricultural Support Services & Resources**
 - Agritourism Program – Experience Prince George's
 - Bloomin' PGC Initiative
 - UMD Extension Agricultural Marketing Educator
 - Local Farmers Markets including The Capital Market of 20743 which is working with the Urban Farm Incubator participants
 - Cheltenham Warehouse Facility
 - Cold storage trailers for food assistance providers
 - Southern MD Meats freezer trailers for livestock producers
 - M-NCPPC Agriculture leasing program
 - Historic Agricultural Resource Preservation Program and other local land preservation programs

- Significant funding commitment for MD Market Money program
- ECO City Farms Beginning Farmer Training Program – Certificate in Commercial Urban Agriculture
- Prince George's County Ag Service Center (includes Prince George's Soil Conservation District, MD Department of Agriculture, USDA-Natural Resources Conservation Service, and USDA-Farm Service Agency)
- Keany Produce
- Legacy Wine Trail
- Miller Farms Produce
- MD Environmental Services Composting Facility
- R&D Cross
- Bayside Kubota and Equipment
- Atlantic Tractor, John Deere, Upper Marlboro

- **Research Resources**
Multiple research centers:
 - USDA Agricultural Research Service (ARS) (Beltsville) - Beltsville Ag Research Center (BARC)
 - PMC-NRCS-USDA (Glenn Dale) - Plant Materials Center
 - University of the District of Columbia Firebird Research Farm (Beltsville)
 - University of Maryland Extension research facilities (Beltsville & Largo)

- **Non-Profit Resources**
 - Alice Ferguson Foundation
 - Accokeek Foundation | Piscataway Park
 - Chesapeake Bay Foundation Claggett Farm
 - Prince George's County Food Equity Council
 - ECO City Farms
 - Fields 4 Valor
 - Prince George's County Farm Bureau
 - Cedarville Band of Piscataway Indians
 - PGPCS Environment, Agriculture & Natural Resources Program with FFA Chapter

- **County Incubators**
 - Food incubator communities, including the Route 1 Corridor
 - Urban Farm Incubator at Watkins Regional Park with ECO City Farms
 - Incubator Farm at Claggett Landing Road

- **Regional Agricultural Support Services & Resources**
 - Dreaming Out Loud
 - Black Dirt Farm Collective
 - OurSpace World
 - Ujamaa Cooperative Farming Alliance
 - The Capital Market
 - Coastal Sunbelt Produce
 - Mid-Atlantic Food Resilience and Access Coalition (MAFRAC)

- Maryland Food Center Authority (MFCA)
- Metropolitan Washington Council of Governments F.A.R.M. Committee & Regional Ag Workgroup
- Colonial Farm Credit
- Southern Maryland Agricultural Development Commission
- Maryland Agricultural & Resource-Based Industry Development Corporation (MARBIDCO)
- Purple Mountain Organics
- Future Harvest CASA
- Morgan State University
- Towson University
- Johns Hopkins University

County farmers will be able to bring their products to a commercial market to provide fresh foods and other farm-based products that residents are seeking. In partnership with County agencies and non-profit partners, consumer-centric programming will focus on fresh foods and how to prepare ingredients to maximize their health benefits. The business incubator will partner with County and private educational facilities to provide wrap-around business operations training to assist local farmers with profitability and resource management. In partnership with County, state and federal agencies and other stakeholders, the AFSIC Center will provide start-up resources for County-based farmers and help expand the reach of the Urban Farm Incubator at Watkins Regional Park. These resources will include training, mentorship, financing and equipment sharing programs. Also, local food service and food assistance providers will be able to purchase fresh, local produce, meats, and other goods to sell in County-based food facilities.

2.4 SCOPE OF WORK

Post award, the successful Consultant must engage with multiple stakeholders, which may include County agencies and officials, community members, agri-businesses, and educational institutions; conduct research, surveys, and public outreach to gain an understanding of past and current agricultural activities to inform the Feasibility Study. The Feasibility Study must, at a minimum, contain the following components:

- A. *Vision Statement, Mission, Goals, and Objectives.* Collaborate with stakeholders to clearly define a purpose and the intended vision and goals for the AFSIC Center.
- B. *Review of Information & Resources.* Analyze current agriculture and food-related initiatives within the County and nearby jurisdictions and applicable resources, such as the following:
 - 1. [Priority Preservation Area Functional Master Plan](#)
 - 2. [Resource Conservation Plan](#)
 - 3. [Urban Agriculture: A Tool for Creating Economic Development and Healthy Communities in Prince George's County, MD](#)
 - 4. [Prince George's County Strategic Program for Agricultural Development](#)
 - 5. [Prince George's County Climate Action Plan](#)
 - 6. [Prince George's County Food Security Task Force Recommendations \(2021\)](#)



7. [Healthy Food for All Prince Georgians Prince George's County Food System Study: An assessment of access to healthy food in Prince George's County, Maryland](#)

C. *Identification of and Engagement with Committed Partners.* The AFSIC Center is intended to integrate related activities into a central facility that could leverage existing funding and partnerships and meet multiple constituent needs. The success of the project requires identification of all potential partners, such as funders, healthcare providers, educational institutions, farmers, and food assistance providers.

The Consultant is expected to coordinate with the Revenue Authority and stakeholders including but not limited to County agencies, including the Economic Development Corporation, the Redevelopment Authority, M-NCPPC, County officials, PGSCD, the Prince George's Food Equity Council, University of Maryland Extension, and the County's Agricultural Resources Advisory Committee regarding County needs. Consultants should also the use of existing surveys, data, maps, inventories, and studies.

D. *Feasibility Assessment*

1. *Market Assessment.* Identify who will be served – producers, customers, and stakeholders. Assess both direct and indirect competition. Evaluate the potential impacts of the AFSIC Center over 10 years. Assess the market to determine if the necessary conditions for implementation of the vision for the AFSIC Center and Program Goals can be achieved. The assessment should also identify any opportunities to expand services and offerings.
2. *Preliminary Financial Analysis.* Conduct an initial financial analysis to determine the economic viability of the proposed AFSIC Center, including such factors as identification of start-up costs, projections of profits and cash flows, return of the investment, and business model. Recommend the amount of funds necessary to create the AFSIC Center. This analysis should identify potential funding sources, both public and private, that could support the development of the AFSIC Center.
3. *Identification of Potential Sites.* Identify existing buildings or facilities that could house the AFSIC Center. This is inclusive of adequate land, available inventory sites with identified advantages and disadvantages to each, utilities, zoning requirements, land development and/or building costs, building size, permitting, access to customers and markets, site readiness, potential for expansion, and the overall ability for such location to align with and meet the Program Goals and vision.
4. *Facility, Equipment & Software Requirements.* Provide a preliminary concept of the physical and operational elements of the AFSIC Center that would achieve the vision of the AFSIC

Center and the Program Goals, including physical space and facility design, equipment, management, personnel, and required software.

5. *Critical Risk Factors.* Provide an assessment of the factors that could prevent the AFSIC Center from moving forward, such as economic forecasts and regulatory issues such as food safety.
6. *Interrelationship Among Facility Components.* Analyze the interrelationships of the facility's components. This analysis should be performed to ensure maximum output of the facility and alignment of Program Goals. Examples are:
 - i. The interrelationship among the Prince George's Food Rescue, local farm production, and Prince George's Fresh.
 - ii. The interrelationship among the Urban Farm Incubator, The Capital Market, and local farm production.
 - iii. The interrelationship among farms and restaurants, food service, schools, colleges, hospitals, and other institutions.
7. *Project phasing/implementation strategy.* What is the timeline for initial construction? Should the AFSIC Center be developed in phases and, if so, what are the recommended phases?
8. *Business Model.* The Feasibility Study must suggest a sustainable and integrated business model that could support the AFSIC Center.
9. *Feasibility.* Assist the Revenue Authority and stakeholders with assessing the AFSIC Center's feasibility.

The selected Consultant will also be required to do the following:

- E. *Meetings.* The Consultant shall meet with the Revenue Authority and applicable stakeholders as follows:
 1. To discuss its preliminary findings prior to completing the draft Feasibility Study;
 2. To discuss and review the draft Feasibility Study;
 3. To facilitate the completion and delivery of the Feasibility Study; and
 4. Present the final Feasibility Study to stakeholders, and if requested, to the Revenue Authority's Board of Directors.
- F. *Deliverables.* The Consultant will provide five hard copies and an electronic copy of the final Feasibility Study. The Consultant shall also provide draft and final presentations summarizing the findings and recommendations of the Feasibility Study.

SECTION III: PROPOSAL SUBMISSIONS

3.1 Submission Requirements

A response to this RFP must include the following components in the order outlined below (“Submission”):

1. **Cover Letter** - The cover letter may not exceed two pages and should satisfy the following requirements:
 - a. Contain the RFP title, the Consultant’s name, the signature of a duly authorized principal and the following information;
 - b. Identify all partners for the project. Please identify (a) the decision-making individual for the entity and, if different, (b) the point of contact, and their contact information, who will be responsible for responding to questions or requests for additional information that explains the relationship among team members, and contributions to the project, and overall management of the team;
 - c. If applicable, the Respondent must include a statement acknowledging each addendum; and
 - d. Statement that the Submission is valid for a minimum of 180 days from the date it is submitted to the Revenue Authority.
2. **Table of Contents** – The table of contents must identify the page number of each corresponding section.
3. **Statement of Qualifications** – Consultants must demonstrate a solid history of achieving the objectives set forth in this RFP. The Statement of Qualifications must contain the following components:
 - a. **Background Information:** Provide a description of the Respondent’s prior experience with agri-businesses, market feasibility, economic development, with references and specific examples of similar studies, implementation plans and, if applicable, other agri-businesses, economic development initiatives completed by the Respondent with a governmental entity and/or an agriculturally based organizations, including its organizational chart, illustrating reporting lines, identification of principals, and length of time in business. A successful respondent will have completed similar studies within the past seven years.
 - b. **Experience and Technical Expertise:** The names and qualifications of the specific key personnel who will be assigned to the project, their role in the project, and a resume listing their individual work experience on similar projects, and their percentage of time

- committed to the project.
- c. **Project Approach and Methodology:** Full description of firm's proposed process for developing the Feasibility Study, understanding of the tasks involved in conducting this study, as well as issues raised and any problems that may be encountered, including any issues or problems involving County stakeholders.
 - d. **Project Deliverables Timeline:** Specific deliverables to be provided to the Revenue Authority at identified milestones during the process and the final Feasibility Study.
 - e. **Budget:** The Revenue Authority is seeking a not-to-exceed Two Hundred Thousand Dollar (\$200,000.00), lump sum price for the project to include all components described in the Scope of Services section of this RFP. There will be no reimbursable items, thus all expenses (i.e., travel, photocopying, mailing, etc.) must be included in the lump sum proposal price submitted. A Feasibility Study Fee Summary Form (**Attachment A**), must be submitted.
4. **Community & Stakeholder Engagement** – Consultants must consider and incorporate stakeholder and community preferences into their project, to the extent practical. Submissions must include:
- a. A detailed description of the activities and strategies completed prior to the response deadline demonstrating the Consultant's work with the local agricultural community and other stakeholders to ensure their meaningful engagement in the proposal;
 - b. A detailed description of the post-award approach and strategies to collaborating with the community and stakeholders to ensure their meaningful engagement in the process; and
 - c. A Submission summary that may be shared with the community and other stakeholders. Summaries should be condensed to a one page "flyer."
5. **Legal Action Summary** - This summary shall include the following:
- a. A statement as to whether there are any outstanding material legal actions, potential claims or debarment actions against the Consultant and a brief description.
 - b. A brief description of any settled or closed material legal actions or material claims against the Consultant over the past five years.
 - c. A description of any material judgments against the Consultant within the past five years, including the case name, court name and a description of the judgment.
6. **Evidence of Certification of Status** - Consultant shall include a current Certificate of Status.
7. **Supplier Participation Plan** - Consultant shall include the completed Supplier Participation Plan in its Submission.
8. **Exceptions** - Consultants may elect to take exception to the requirements of this RFP. Any exceptions will be evaluated based on the intent of the RFP. Exceptions will only be considered if they are included in the Submission.

9. **References** - Provide at least two references, including any public or quasi-public agencies for whom Consultant has worked on a similar project. Include the name, title, name of organization, telephone number and, if applicable, e-mail address of each reference.
10. **Forms and Certifications** - Complete and submit the required forms.
11. **Additional Information** - Any other information, thoughts, recommendations or limiting factors relevant to the submission that will aid the Revenue Authority in its determination.

3.2 SUBMISSION INSTRUCTIONS

Consultants shall adhere to the Submission requirements to ensure fairness across all proposals. Font size can be no smaller than 11. The text in the narrative may be single-or double-spaced. Incomplete or inappropriately prepared Submissions will not be considered and may be returned. Consultants must respond to each Submission component in the order outlined in Section 3.1 (Submission Requirements). Each sub-section must be separated by tabs with sub-section headings.

FAILURE OF A RESPONDENT TO SUBMIT ALL REQUIRED INFORMATION MAY RENDER THE SUBMISSION INELIGIBLE FOR FURTHER CONSIDERATION.

3.3. SUBMISSION DEADLINE

To be considered, an electronic copy of the Submission must be submitted via email to the following e-mail address: RVA-AFSIC.RFP@co.pg.md.us and directed to PAG Chair. Submissions are due no later than 5:00 p.m. EST., on December 30, 2024. The subject of the email must be “RFP No. RA-AFSIC-10-2024, Agriculture and Food Security Innovation Center Feasibility Study”. The Revenue Authority will not accept late Submissions.

By proffering a Submission, the Respondent agrees and warrants that it fully understands this RFP’s requirements and Program Goals. Errors in preparation of the Submission will not relieve the Respondent from the terms thereof. Errors discovered after the Submission deadline cannot be corrected, and the Respondent will be required to perform if their Submission is selected.

3.4 QUESTIONS AND MODIFICATIONS

All questions and requests for clarification must be in writing, sent by email to the PAG Chair at RVA-AFSIC.RFP@co.pg.md.us. Respondents shall not direct questions to any other person. Prior to the Submission deadline, the RVA will post aggregated responses to Respondent questions on the Revenue Authority’s webpage (<https://www.princegeorgescountymd.gov/departments-offices/revenue-authority>) prior to the Submission deadline. RVA will also post on its webpage any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this RFP. Respondents must periodically check the website for any such notices and information, and the Revenue Authority shall have no duty to provide direct notice to Respondents. A Respondent’s failure to request additional information or clarification shall preclude the Respondent from subsequently claiming any ambiguity, inconsistency, or error.

3.5 SUBMISSION ACCEPTANCE

The Revenue Authority reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. The Revenue Authority also reserves the right to make a whole award, partial award, no award at all and/or to cancel this RFP. A Submission does not constitute a contract and does not indicate or otherwise reflect a commitment of any kind on behalf of the Revenue Authority. The Revenue Authority is an Equal Opportunity Employer. Discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, or physical characteristic or other unlawful basis of discrimination is expressly prohibited.

3.6 DURATION OF SUBMISSION OFFER

Proposals will be valid for 180 calendar days from the Submission deadline. This period may be extended by mutual agreement between the Respondent(s) and the Revenue Authority.

3.7 FUNDS AVAILABILITY

Any commitment made by the Revenue Authority will be subject to the availability of funds to carry out any such commitments and the execution of a contract acceptable to the Revenue Authority or its delegate.

3.8 NOTICE TO RESPONDENTS

Respondents should be fully informed as to the extent and character of the work required and with the requirements of this RFP including any exhibits. Failure to do so will not relieve the Respondent of responsibility to fully perform in accordance therewith. Respondents accept the terms and conditions of this RFP by submitting a proposal in response to this RFP.

SECTION IV: SELECTION CRITERIA

4.1 MINIMUM QUALIFICATIONS FOR RESPONDENTS

Respondents must meet the following minimum qualifications:

- Demonstrated experience completing similar studies within the past seven years.
- Demonstrated ability to execute the scope of work contained in this RFP.
- The Respondent's project team has demonstrated professional qualifications and experience in achieving the objectives set forth in this RFP.

4.2 REFERENCES

The Revenue Authority may contact one or more references and may use references named or not named by the Respondent. The Revenue Authority may also consider the results of Respondents' prior performance on other regional projects.

4.3 EVALUATION CRITERIA

The PAG (defined herein) will evaluate each Submission in accordance with the criteria listed below. The Revenue Authority will invite select Consultants to provide oral presentations. Responsive Submissions will demonstrate the following: (i) the Consultant's Submission is consistent with the requirements and goals described in this RFP; and (ii) the Consultant's ability to successfully execute the Feasibility Study within a reasonable timeframe and within budget.

Among other factors, Submissions will be evaluated for responsiveness, feasibility, and the Consultant's demonstrated ability to successfully execute the Feasibility Study. Points shall be allocated as follows (in no particular order):

- a. Relevant experience completing similar projects with respect to scope and size – **up to 15 points**
- b. Consultant's capacity and project team's credentials and demonstrated ability – **up to 15 points**
- c. Overall quality and responsiveness of the Submission, including feasibility - **up to 40 points**
- d. Timeline of deliverables – **up to 10 points**
- e. Budget - **up to 10 points**
- f. Community and stakeholder engagement - **up to 10 points**

4.4 SELECTION PROCESS

a. Proposal Analysis Group

The Revenue Authority will convene a qualified proposal analysis group ("PAG") to evaluate the Submissions. The Revenue Authority may consult with professional consultants, advisors, and other stakeholders for technical assistance. The PAG will evaluate each Submission, considering the information provided in the Submission and what is in the best interests of the County.

The PAG will review all qualified Submissions and interview top-scoring Consultants, at which time the PAG may invite Consultants to present and explain the major characteristics of their Submission and respond to the PAG's questions. The PAG's scoring of each Submission will be final. The PAG will provide its recommendation to the Revenue Authority's Executive Director who will select the successful Respondent.

b. Announcement of Short List

Upon review of the Submissions, the PAG may, in its sole discretion, identify a short list of Consultants.



c. 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 Consultants via Best and Final Offer (“BAFO”) submissions. If Consultants are asked to submit a BAFO, Consultants are expected to 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 have additional rounds of requests for information and conduct further discussions and negotiations if the BAFO lack adequate information to reach a final selection. Respondents may be required to provide oral presentations to discuss their Submissions, answer, and/or clarify their proposals.

4.5 FORMATION OF AGREEMENT WITH SUCCESSFUL CONSULTANT

The contract, if any, shall be between the successful Consultant and the Revenue Authority, or its delegate, and shall contain provisions included in this RFP (the “Agreement”). By submitting a proposal in response to the RFP, the Respondent accepts the terms and conditions set forth herein. If an Agreement, acceptable to the Revenue Authority, cannot be successfully negotiated with the top-ranked Respondent, the Revenue Authority may proceed to negotiate with the Respondent that submitted the next highest ranked Submission. Alternatively, and in the Revenue Authority’s sole and absolute discretion, until an initial letter of intent or an Agreement is entered into for the award of this RFP, the Revenue Authority may elect to negotiate with more than one Respondent at a time.

SECTION V: GENERAL INFORMATION

5.1 ECONOMY OF PREPARATION/INCURRED EXPENSES

Submissions shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent’s capabilities and description of the offer to meet the requirements of this RFP. The Revenue Authority will not be responsible for any costs incurred by any Respondent in preparing and submitting a response to this solicitation.

5.2 TAX CERTIFICATION AND CERTIFICATION OF STATUS

The successful Respondent shall be compliant with applicable tax filings and licensing requirements of the County and the State of Maryland. An entity conducting business in the County or the State of Maryland, must be registered and in “Good Standing” with the Maryland State Department of Assessment and Taxation. Respondents shall execute the Tax Certification Affidavit (See Form No. 2) and submit this form, together with a copy of its Certification of Status, with its Submission.

5.3 CONFIDENTIALITY/PROPRIETARY INFORMATION

Respondents 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 why such material should not, upon request, be disclosed by the Revenue Authority in accordance with the Maryland Public Information Act, 4-201 et. seq., General Provisions Article of Maryland Annotated Code, County Charter Section 203. Respondents shall clearly indicate each page that is deemed to be confidential/ proprietary or a trade secret (it is insufficient to preface your proposal with a proprietary statement).

5.4 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or any resulting agreement shall be construed or interpreted to preclude the Revenue Authority from accomplishing any task or undertaking of any operation or project utilizing its own workforce, including any consultants.

5.5 WITHDRAWAL OF PROPOSAL

Proposals may only be withdrawn upon written request from the Consultant to the PAG Chair prior to the Submission deadline.

5.6 SUPPLIER DIVERSITY AND PARTICIPATION

The selected Respondent must comply with Section 10A-161 of the Code, including the participation requirements 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 Respondent should address the Consultant's team, contracting and subcontracting and local hiring. Additionally, if applicable, the successful Respondent must adhere to CB-51-2022, the County's Diversity and Equity Policy in Publicly Subsidized Development Projects. Additional details regarding CB-51-2022 are available at: [Prince George's County Council - Reference No. CB-051-2022 \(legistar.com\)](#). Submissions should be aligned with the County's diversity, equity and participation goals.

5.7 Waivers

If, for any reason, during the term of the contract awarded under this RFP, the Consultant is unable to achieve the participation requirements of this RFP, the Consultant 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 County-Based Small Businesses ("CBSBs"), County-Based Minority Business Enterprises ("CBMBEs"), and/or Locally-Owned and Operated Businesses ("LOOBs") in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate CBSBs, CBMBEs and/or LOOBs including:
 - a. The names, addresses, and telephone numbers of CBSBs, CBMBEs and/or LOOBs and the dates such firms were contacted, and
 - b. A description of the information provided to CBSBs, CBMBEs and/or LOOBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each CBSBs, CBMBEs and/or LOOBs that placed a subcontract quotation or offer that the Consultant considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of CBSBs, CBMBEs and/or LOOBs subcontractors found to be unavailable to perform under the Agreement.

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



5.8 Definitions

“Best Efforts” means efforts to the maximum extent practicable have been made to meet the requirement. (Code Section 10A-164(e)).

I. Statement of Best Efforts to Select County-Based Small Businesses, County-Based Minority Business Enterprises, and/or Locally-Owned and Operated Businesses

Set forth in detail below are efforts made by Consultant to select portions of the work proposed to be performed by CBSBs, CBMBEs and/or LOOBs 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 CBSBs, CBMBEs and/or LOOBs

Set forth in detail below are efforts made by Consultant to contact and negotiate with CBSBs, CBMBEs and/or LOOBs including: (a) a table containing the names, addresses, and telephone numbers of CBSBs, CBMBEs and/or LOOBs and the dates such firms were contacted; and (b) an attachment containing a description of the information provided to CBSBs, CBMBEs and/or LOOBs 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

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 CBSBs, CBMBEs and/or LOOBs Were Not Acceptable

As to each CBSBs, CBMBEs and/or LOOBs that placed a subcontract quotation or offer which the Consultant 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 CBSBs, CBMBEs and/or LOOBs subcontractors found to be unavailable to perform under the Agreement.



Sworn Affidavit of Consultant

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

The undersigned, (Name) _____, having been first duly sworn, solemnly affirms under the penalties of perjury that the contents of the foregoing Certification of Consultant's Best Efforts to Meet the County-Based Small Businesses, County-Based Minority Business Enterprises, and/or Locally-owned and Operated Businesses participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

Signature:
Consultant
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 _____.
(Consultant Firm Name)

[Affix notary seal here] Notary Public

My commission expires: _____

5.10 SUBCONTRACTING

The Revenue Authority reserves the right to approve any person undertaking a part of the work under the terms of a contract related to this RFP. The maximum percentage of work that may be performed by a subcontractor(s) is 90%. In the event the Consultant desires to subcontract any portion of the work specified herein, the Consultant 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 Consultant. The Consultant shall, however, remain fully liable and responsible for the work done by their subcontractors. Copies of executed subcontracts are not required with the proposal; however, the intent to subcontract must be disclosed within the Submission.

Consultant Prompt Payment.

(1) Contractor 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 Consultant by the Revenue Authority for such work performed under the Agreement (as defined herein). In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Consultant to a subcontractor, Consultant 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 Consultant.

(2) Interest penalties. Any Consultant who violates Paragraph (1), above, shall pay to the subcontractor a penalty 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) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Consultant (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. This requirement is enforceable in the Circuit Court of Prince George's County and is not intended to create a private right of action against the Revenue Authority. Willful violations of this requirement may also result in the Consultant being suspended or debarred.

(3) Subcontract Clause Requirements. Consultant shall include in each of its subcontracts: (A) a payment clause which obligates the Consultant to pay the subcontractor for satisfactory performance under its subcontract within seven days out of such amounts as are paid to the Consultant by the Revenue Authority for such work performed under such contract; (B) an interest penalty clause which obligates Consultant to pay to the subcontractor in the case of each payment not made in accordance with 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.

5.11 RESPONSIBILITIES OF THE CONSULTANT

The Consultant shall be responsible for the professional quality and accuracy of their advice and other services furnished by them. The Respondent shall perform services with the degree of skill, which is normally exercised by recognized professionals 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 any agreement shall be construed to operate as a waiver of any rights under any agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Revenue Authority in accordance with applicable law for all damages to the Revenue Authority caused by the Consultant's negligent performance of any of the services furnished under any agreement. The rights of the Revenue Authority provided for under any agreement are in addition to any rights and remedies provided by law.

5.12 FORMATION OF AGREEMENT WITH SUCCESSFUL CONTRACTOR

The contract, if any, shall be between the successful Respondent and the Revenue Authority, or its delegate, and shall contain provisions included in this RFP (the "**Agreement**"). By submitting a proposal in response to the RFP, the Respondent accepts the terms and conditions set forth herein. If an Agreement, acceptable to the Revenue Authority, cannot be successfully negotiated with the top-ranked Respondent, the Revenue Authority may proceed to negotiate with the Respondent that submitted the next highest ranked Submission. Alternatively, and in the Revenue Authority's sole and absolute discretion, until an initial letter of intent or an Agreement is entered into for the award of this RFP, the Revenue Authority may elect to negotiate with more than one Respondent at a time.

5.13 KICKBACKS

(1) A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Consultant, a Consultant'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 subcontract 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 Consultant, or by the prime contractor in the price charged by the prime contractor, to the Revenue Authority; or
- d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory or contractual requirement.

5.14 CONFLICTS OF INTEREST

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any Revenue Authority or County official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant's performance. The Revenue Authority has sole determination as to compliance. Respondents are subject to the County's ethics law in public contracting, including, but not limited to, all applicable provisions of the Prince George's County Code.

Consultants and members of its project team are prohibited from contacting any Revenue Authority board member, PAG member or employees of the Revenue Authority (other than the contact person identified herein) regarding this RFP to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. Contact with anyone for the purpose of influencing the outcome of the solicitation process will result in the disqualification of said Consultant.

By proffering a Submission, each Consultant warrants that to the best of its knowledge and belief and 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 under this contract and the Consultant's organizational, financial, contractual or other interests are such that:

- (1) Award of the Agreement may result in an unfair competitive advantage.
- (2) The Consultant's objectivity in performing pursuant to the Agreement may be impaired. In the event the Consultant has a conflict of interest as defined herein, the Consultant shall disclose such conflict of interest in its Submission.
- (3) The successful Consultant agrees that if after award it discovers a conflict of interest with respect to the Agreement, Consultant will immediately disclose, in writing, the conflict of interest to the RAPGC's Executive Director. The disclosure shall include a description of the action that the Consultant has taken or intends to take to eliminate or mitigate the conflict. The Revenue Authority may, however, terminate the Agreement if it determines, in its sole discretion, that the proposed solution is insufficient.
- (4) In the event the Consultant was aware of a conflict of interest before the award of the Agreement and intentionally did not disclose the conflict to the Revenue Authority's Executive Director, the Revenue Authority may terminate the Agreement.
- (5) The provisions of the following sections shall be included in all subcontracts and consulting agreements wherein the work to be performed relates to the work contemplated under this RFP:
 - (a) "No member of or delegate to the Prince George's County Government or the Revenue Authority of Prince George's County shall be allowed to any share or part of the contract or to any benefit

to arise. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.

- (b) No member, officer or employee of the Revenue Authority of Prince George's County, no member of the governing body in which the Revenue Authority of Prince George's County involved, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during their tenure, or for one-year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof."

5.15 OWNERSHIP AND USE OF RESPONSES

All submissions shall be the Revenue Authority's property. The Revenue Authority may use any and all ideas and materials included in any response, whether the Submission is selected or rejected.

5.16 REVENUE AUTHORITY'S RESERVATION OF RIGHTS

The Revenue Authority reserves the right, in its sole and absolute discretion, to do the following:

- Modify or issue clarifications to this RFP prior to the Submission deadline;
- After review of one or more Submissions, the Revenue Authority may request additional information from some or all Consultants;
- The Revenue Authority may request one or more Consultants to modify its response(s), provide additional information, or provide a "Best and Final Response" for the PAG's review and evaluation;
- Begin negotiations with the next preferred Consultant in the event that an Agreement cannot be executed with a prior selected Consultant;
- Reject any responses it deems incomplete or unresponsive to the RFP requirements;
- Terminate, in the Revenue Authority's Executive Director's sole and absolute discretion, this RFP for the Revenue Authority's and/or County's convenience; and
- Modify the deadline for responses or other actions; and (i) reissue the RFP, (ii) issue a modified RFP, or (iii) issue a new RFP, whether or not any responses have been received in response to this RFP.



**ATTACHMENT A: AGRICULTURE & FOOD SECURITY INNOVATION CENTER
FEASIBILITY STUDY FEE SUMMARY FORM**

Task

Vision Statement, Mission, Goals, and Objectives	\$ _____
Review of Information & Resources	\$ _____
Asset Mapping	\$ _____
Focus Groups/Listening Sessions	\$ _____
Identification of Committee Partners	\$ _____
Identification of Similar Projects in the Region	\$ _____
Feasibility Assessment	\$ _____
Identification of Potential Sites	\$ _____
Estimation of Potential Project Implementation Costs	\$ _____
Identification of Potential Funding Sources	\$ _____
Go / No Go Decision-making	\$ _____
Miscellaneous	\$ _____
Direct Costs – Mileage, Meetings, Reproductions, etc.	\$ _____
Others (please specify below):	

Feasibility Study Total Costs: \$ _____

All fee prices submitted in response to this request for proposal shall remain firm for 180 days following the Submission deadline.



SECTION VI: REQUIRED FORMS



FORM NO. 1
SUPPLIER UTILIZATION PLAN for PROPOSAL
PART 1

Instructions: submit one form for offeror

Consultant Entity Name:

Consultant's Authorized Person's Name:

Consultant's Authorized Person's
 Title:

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

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) SDDD Certified County-Based Business (CBB) SDDD Certified Minority Business Enterprise (CMBE) SDDD Certified County-Based Minority Business Enterprise (CBMBE) Certified Disadvantaged Business Entity (CDBE) SDDD Certified County-Located Businesses (CLB).

PERCENTAGE OF WORK TO BE PERFORMED BY OFFEROR			
Consultant (Prime Contractor) Name	Certification Type (if any)	Certification Number (if applicable)	% of Work to be Performed by Consultant as Prime Contractor



FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for PROPOSAL

Part 2

INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN OFFEROR THAT WILL PERFORM WORK UNDER THIS CONTRACT, INCLUDING LOWER TIER SUBCONTRACTORS

Subcontractor Name	Certification Type (if any)	Certification Number (if applicable)	Subcontractor's % of Work	Description of Work

LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH TECHNICAL PROPOSAL.



FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for PROPOSAL

Part 3

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN

We certify that in the event _____ (“Consultant”) is awarded a

(Insert Consultant’s Name)

contract under RFP No. _____ for _____,

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

into a contract by which CBSB Subcontractor will perform the work identified in Part 2 of this Supplier Utilization Plan with respect to its identification of CBSB Subcontractor.

Contractor 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 Contractor by Revenue Authority 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 Contractor to a subcontractor, Contractor 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 contractor.

Interest penalties. In the event Contractor violates the provision of the Paragraph above, Contractor 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 Contractor (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 Contractor being suspended or debarred.

OFFEROR SIGNATURE

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

**CBSB SUBCONTRACTOR
SIGNATURE**

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



FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for Proposal

Part 4

INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER'S COUNTY-BASED SMALL BUSINESS SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT COUNTY BASED SMALL BUSINESSES

We certify that in the event _____ ("Consultant") is awarded a contract under RFP No. _____ for _____, Consultant's CBSB Subcontractor _____ ("CBSB Subcontractor") intends to subcontract part of its work to the following entities, which are not County-Based Small Businesses:

Non-CBSB Entity Name	Description of Work	% of Work
		%
		%
		%
		%
		%
		%
		%
Total Percentage of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities: _____%		

LIST ADDITIONAL NON-CBSB SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH TECHNICAL PROPOSAL



FORM NO. 2
TAX CERTIFICATION AFFIDAVIT

Part I: I HEREBY AFFIRM THAT:

1. 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]

2. 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 State 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, 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)

**FORM NO. 3
PROPOSAL CERTIFICATION**

I hereby certify that I, _____ (name of certifier) am the _____ (title) and duly authorized representative of _____ (name of business entity) (the “Respondent”) and that I am duly authorized to legally bind the Respondent to the certification made in this document.

I do solemnly declare and certify, under the penalties of perjury, that the information provided in Respondent’s Submission, as defined in, RFP No. RA-AFSIC-10-2024, is true and correct. This certification is made under the laws of the State of Maryland.

Date: _____

By: _____

(Authorized Representative and Certifier)

(Printed or Typed Name)