

REQUEST FOR PROPOSALS

Canal Place Preservation and Development Authority  
Boundary Survey  
for  
“The River Park at Canal Place”

Canal Place Preservation and Development Authority  
Western Maryland Railway Station  
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WARNING: A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide that office with the prospective offeror’s name and mailing address so that amendments to this Request for Proposals or other communications can be sent to the prospective offeror. Failure to contact the Issuing Office may result in non-receipt of important information.

ISSUED DATE: \_\_\_\_\_

TO: \_\_\_\_\_ Prospective Offeror

## **Request For Proposals (RFP)**

### **SECTION I. GENERAL DESCRIPTION**

#### **A. Project Overview.**

The project is to identify property ownership and boundaries for The River Park at Canal Place (the “River Park”), a partnership between the State of Maryland, the State of West Virginia, the Army Corps of Engineers, and numerous other interested entities and stakeholders. A conceptual plan for the River Park is at Appendix A (the “River Park Conceptual Plan”).

The Canal Place Preservation and Development Authority (CPPDA) invites proposals from professional consulting services to create a Boundary Survey for the proposed River Park. A proposal should include an itemized “fixed price” that establishes the contracted cost to the CPPDA for the requirements outlined in Section II of this RFP. The preferred consultant should have experience in boundary surveying; deed research; mapping contours; and mapping bathometric data.

The River Park will be located along the North Branch of the Potomac River in the City of Cumberland, from an estimated .25 miles upstream of the Blue Bridge/Cumberland Industrial Dam to an estimated 1.65 miles downstream from the Blue Bridge/Cumberland Industrial Dam. Additional survey on another 3.35 miles upstream of Phase I. The river area length is approximately 5.25 miles and the total area (including water surface area) is approximately 320 acres (see attached map Appendix G). The project area runs parallel to the Chesapeake and Ohio Canal (C&O Canal) Towpath which is along the south bank of the River and borders the Army Corps flood control up and down stream. As conceptualized, the River Park project will include the restoration of the North Branch of the Potomac River, removal of the Cumberland Dam, development, construction, and landscaping of whitewater features, trails, green space, canoe/kayak access, viewing areas, parking, murals, and fishing access to the North Branch.

It has been determined that the River Park is a feasible development project. The Property Survey will identify land ownership and boundaries within the proposed River Park. Once ownership is identified the Boundary Survey will allow for coordination of all owners for the phases of construction. The Boundary Survey will be managed by the CPPDA which, as envisioned, will hire a general contractor to take the lead on all aspects of project implementation, final engineering, construction, and completion.

#### **B. Purpose.**

The River Park project has the potential to create positive change and economic development for Allegany County and the City of Cumberland. Not only will the River Park bring new construction jobs to the area, it will also positively impact quality of life for the region. An economic impact statement for the River Park project is at Appendix B.

For years the North Branch of the Potomac River and surrounding lands in Cumberland have largely been inaccessible for recreational uses. In contrast, cities all over the United States have embraced their rivers and revitalized the areas around them by turning urban stretches of rivers into viable, usable parkland. These projects have brought tourists to these areas and have provided improved quality of life for city and regional residents. The River Park project promises just that: potential for economic improvements by encouraging more people to visit our area and providing recreational opportunities for the entire region.

The prospect of the River Park has generated a great deal of support from local and State elected officials, the local business and religious communities, and Allegany County and the City of Cumberland governments. Partnerships have been established with State and federal agencies, with members actively participated in meetings of the River Park Development Committee. The Committee includes, among others, representatives from Allegany County Health Department, the Maryland Department of Environment, the Maryland Department of Natural Resources, the City of Cumberland, and the local religious community.

Project development will be coordinated with the City of Cumberland, which is in the process of acquiring funding to improve water quality in the North Branch. The City will be eliminating a major combined sewer overflow (CSO) from an area where much of the project will occur.

**C. Issuing Office.**

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Attention: Deidra Ritchie, Executive Director CPPDA

**D. Pre-proposal Questions.**

For additional information, prospective offerors may contact Deidra Ritchie, Executive Director CPPDA, Western Maryland Railway Station, 13 Canal Street, Suite 301, Cumberland, Maryland 21502, Office: (301) 724-3655, Fax: (301) 724-3659, Email: deidra.ritchie@maryland.gov

**E. Addendum and Amendment to RFP.**

If it becomes necessary to revise or amend any part of this RFP, the CPPDA Executive Director will furnish a notice of revision to all prospective offerors who are registered with the CPPDA as having received this RFP. Those prospective offerors who have not received this RFP directly from the CPPDA should register as a recipient by contacting Deidra Ritchie, Executive Director, as listed above. RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.

**F. Closing Date.**

An offeror’s proposal must be received by the CPPDA Executive Director at the Issuing Office no later than 3:30 p.m. local time, on August 4, 2021, (the “closing date”). Acceptable methods of submitting a proposal include either: (1) physical delivery of an original and five (5) paper copies; or (1) electronic mail transmittal in PDF format. Proposals, modifications to proposals, or withdrawals of proposals arriving after the closing date will not be considered.

**G. Duration of Proposal.**

Following the closing date, an offeror may not revoke or modify the offeror’s proposal or price quote for a period of ninety (90) days thereafter, unless as may be mutually agreed to by the offeror and CPPDA during discussions on the proposal.

**H. Incurred Expenses.**

The CPPDA is not responsible for and will not pay for any expenses incurred by an offeror in preparing or submitting a proposal in response to this RFP.

**I. Discussions and Oral Presentation.**

The CPPDA anticipates that, following the closing date, it will engage in discussions with offerors who submit a proposal that the CPPDA determines is reasonably susceptible of being selected (a “qualified offeror”). As part of these discussions, a qualified offeror may be required to make oral presentations to or be interviewed by the CPPDA and/or the River Park at Canal Place Development Committee to further discuss or clarify the offeror’s proposal. Following discussions, the CPPDA may require qualified offeror to submit one or more series of best and final offers to remain in consideration for selection.

**J. Negotiations.**

The CPPDA may, at its sole and absolute discretion, negotiate directly with any one or more qualified offeror. That the CPPDA may enter into direct negotiations with a qualified offeror does not entitle any other qualified offeror to a right to engage in similar negotiations.

**K. Rejection of Proposals.**

The CPPDA may, at its sole and absolute discretion, reject any proposal that the CPPDA determines deviates from the requirements of this RFP. An offeror whose proposals is rejected will be notified in writing.

**L. Cancellation of the RFP.**

This RFP may be cancelled by the CPPDA for any reason either before or after the closing date, regardless of whether the CPPDA has engaged in any discussions or negotiations with one or more qualified offerors. Issuance of this RFP does not guarantee that an offeror will be selected or that a contract will be awarded.

**M. Public Information Act Notice.**

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets, and provide any justification why such materials, upon request, should not be disclosed by CPPDA under the Public Information Act, Title 4, General Provisions Article of the Annotated Code of Maryland.

**N. Conflicts of Interest.**

An offeror shall consider and resolve any potential conflicts of interest which presently exist or which may arise if the offeror were to be awarded the contract for this procurement.

**O. 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 obligation due and owing the 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 if selected for contract award.

**SECTION II. SCOPE OF WORK FOR THE CREATION OF A DESIGN AND IMPLEMENTATION PLAN FOR THE RIVER PARK AT CANAL PLACE**

**General Project Assessment.**

The intent of this procurement is to contract with a Surveying/Engineering firm to provided general services including boundary survey, area contours and bathometric of the identified study area on the Potomac River (see attached map Appendix G). In order to be deemed qualified to perform these services, a firm must demonstrate satisfactory prior experience that meets or exceeds the criteria set forth herein.

The selected offeror will be evaluated on the offeror’s demonstrated ability and experience in performing similar work. The preferred consultant should have experience in boundary surveying; deed research; mapping contours; and mapping bathometric data. The CPPDA may choose to award all or parts of the scope of work identified in the scope of work.

Within ten (10) days of contract award, the selected offeror will meet with the River Park Development Committee to discuss objectives and anticipated outcomes for the General Assessment Report.

**Scope of Work**

**Phase I:**

Survey from .25 miles upstream of the Blue Bridge/Cumberland Industrial Dam to an estimated 1.65 miles downstream from the Blue Bridge/Cumberland Industrial Dam.

**A. Boundary Survey**

Survey the boundary identify within Phase I. Research and identify all property owners within the area and map their area of ownership.

**B. Contours Survey**

Survey and map the contours within Phase I. Establish semi-permanent control monuments throughout subject area. Collect sUAS LiDAR for the terrain surrounding approximate 170-acre area of interest for Phase 1

**C. Bathometric Survey**

Survey and map the bathometric of the river within Phase I. Collect dual-frequency echolocation sonar for Phase I approximate 1.9 miles of Potomac River.

**Deliverables: Phase I**

**A.** Map showing all property owners and boundaries within Phase I. A list of owner's name and contact information. Provide a paper map along with a digital file of the property owners boundaries.

**B.** Map of the contours within Phase I. Produce bare-earth terrain model consisting of minimum of 20 points per square meter. Provide digital terrain model sufficient for 1-foot contour interval in LandXML 1.2 format

**C.** Map of the bathometric within Phase I. Produce digital terrain model sufficient for 1-foot contour interval in LandXML 1.2 format

**Phase II**

Survey additional 3.35 miles upstream from Phase I.

**A. Boundary Survey**

Survey the boundary identify within Phase II. Research and identify all property owners within the area and map their area of ownership.

**B. Contours Survey**

Survey and map the contours within Phase II. Establish semi-permanent control monuments throughout subject area. Collect sUAS LiDAR for the terrain surrounding approximate 150 Acres of interest for Phase 2.

**C. Bathometric Survey**

Survey and map the bathometric of the river within Phase II. Collect dual-frequency echolocation sonar for Phase II approximate 3.35 miles of the Potomac River.

**Deliverables: Phase II**

**A.** Map showing all property owners and boundaries within Phase II. A list of owner's name and contact information. Provide a paper map along with a digital file of the property owners boundaries.

B. Map of the contours within Phase II. Produce bare-earth terrain model consisting of minimum of 20 points per square meter. Provide digital terrain model sufficient for 1-foot contour interval in LandXML 1.2 format

C. Map of the bathometric within Phase II. Produce digital terrain model sufficient for 1-foot contour interval in LandXML 1.2 format

### **SECTION III. CONTRACT INFORMATION AND CONTRACT TERMS**

#### **A. Parties to the Contract.**

Any contract entered into as a result of this RFP will be by and between the successful offeror as contractor and the CPPDA.

#### **B. Scope of Work and Contract Terms.**

It is anticipated that work to be performed and the services to be provided by the successful offeror will include the tasks and requirements described in Part II of this RFP. In addition to other terms as may be required by the CPPDA and agreed to by the selected offeror, the contract will include the following provisions:

1. Incorporation of RFP/Proposal. This RFP and the successful offeror's proposal, as either may be revised by agreement between the CPPDA and the successful offeror, will be attached to, incorporated into, and substantively a part of the contract.
2. Fixed Contract Price. The contract will include a fixed price for completion by the successful offeror of all contract requirements, which fee will be negotiated by and between the CPPDA and the successful offeror prior to finalization of the contract. The contract will provide for installment payments to be computed on the basis of the amount of work completed as established by the project reports, work products, and documentation submitted by the successful offeror.
3. Project Commencement; Deadlines; Project Completion. The contract will include a commencement date, project deadlines, and a project completion date, each of which will be negotiated by and between the CPPDA and the successful offeror prior to finalization of the contract. Time will be of the essence in the commencement, execution, and completion of the contract.
4. General Contract Provisions. The CPPDA's "General Contract Provisions," dated June 2015, attached hereto at Appendix C, will be incorporated by reference and binding upon the contract. If any other provision of the contract conflicts with any provision of the General Contract Provisions, the provision of the contract will control.

#### **B. Assignment.**

The successful offeror will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the contract or any rights created thereunder to any person, company or corporation without the prior written consent of CPPDA which may be withheld at CPPDA's sole discretion.

**C. Indemnification.**

The successful offeror will agree to indemnify and hold harmless the CPPDA and the State of Maryland from all liability which may hereafter be incurred by reason of dissemination, publication, distribution, or circulation in any manner whatsoever of any information, data or records pertaining in any way to the contract by the successful offeror and its employees.

**D. Accounting Records.**

The successful offeror will be required to maintain its books, records and other evidence pertaining to expenditures incurred, pursuant to the contract, in accordance with generally accepted accounting principles. These records shall be available to the CPPDA and any authorized representatives acting on behalf of the CPPDA and the State at all reasonable times during the contract period and for three (3) years thereafter.

**E. Non-discrimination.**

The offeror agrees to comply with all Federal and State laws, and rules and regulations involving non-discrimination on the basis of race, color, creed, national origin, religious or political affiliation or opinion, marital status, age, sex, or physical or mental handicap.

**F. Governing Law.**

The contract will be governed by the laws of the State of Maryland.

**G. Work Products.**

All work products prepared under the terms of the contract will be the property of the CPPDA, and shall be delivered to the CPPDA at the end of the contract in a useable form.

**H. Acceptance of Terms and Conditions.**

By submitting a proposal in response to this RFP, the offeror thereby accepts the terms and conditions set forth herein.

**SECTION IV. SUBMISSION REQUIREMENTS; EVALUATION AND SELECTION CRITERIA**

**A. Proposal Submission Requirements.**

An offeror's proposal must include, at a minimum, the following:

1. Price Proposal. The offeror's fixed contract price for completion of the project, broken down by the three-task identified in the scope of work. The price should be recorded on the Price Proposal, Appendix D.

2. Key Personnel. A list of the principal staff members, consultants, or subcontractors that the offer will assign to or employ for the project. For each person or entity identified, the offeror should include a description of the individual's or entity's role in the project, an estimate of the time the individual or entity will allocate to the project, and a copy of the individual's or entity's professional resume, curriculum vitae, or equivalent.
3. Project Manager. Identification of the offeror's project manager, who must be made available to the CPPDA for interview prior to selection.
4. Timeline. A timeline for the completion of the project by task.
5. Experience. A detailed description of the offeror's experience working on similar projects, to include descriptions of each staff member's experience on such projects or similar projects.
6. Methodology and Approach. A description of the offeror's methodology and proposed approach to the project, which shall include, at a minimum, a proposed work plan, budget, and time frame for completion. This should be developed with specific references to the tasks identified in Section II, Scope of Work.
7. Workload. An explanation as to the offeror's ability to integrate this project into the offeror's other workload requirements.
8. References. A list of references for similar projects, with name and contact information.
9. Additional Requirements:
  - a. Verification of any required professional licenses and registrations.
  - b. Bid/Proposal Affidavit, Appendix E.
  - c. Contract Affidavit, Appendix F.

## **B. Evaluation and Selection.**

In its evaluation and selection, the CPPDA will use procedures for competitive sealed proposals established in COMAR 14.28.08.08. All proposals received by the closing date will be reviewed and evaluated by the CPPDA and the River Park Project Manager. Prior to selection, the CPPDA may enter into discussions with and conduct interviews of offerors.

An award of a contract by the CPPDA resulting from this RFP, if any, will be made to the responsible and qualified offeror whose proposal is most advantageous to the CPPDA, as

determine by the CPPDA. Evaluation factors will include, in order of significance, the offeror's: (1) demonstrated qualification, experience, and success with similar projects; (2) completeness of the proposal and the extent to which it sufficiently addresses all tasks set forth in this RFP; (3) price quote; (4) demonstrated ability of the offeror's personnel; (5) demonstrated ability to complete the project under the timeline set forth in this RFP.

**SECTION V. APPENDIX**

Appendix A – River Park Conceptual Plan

Appendix B – Economic Impact Statement

Appendix C – CPPDA General Contract Provisions, June 2015

Appendix D – Price Proposal

Appendix E – Bid/Proposal Affidavit

Appendix F – Contract Affidavit

Appendix G- Boundary Map