



REQUEST FOR PROPOSALS

Canal Place Preservation and Development Authority  
a  
Qualified Firm  
To Serve as Project Manager  
for  
“The River Park at Canal Place”

Canal Place Preservation and Development Authority  
Western Maryland Railway Station  
13 Canal Street, Suite 301  
Cumberland, Maryland 21502  
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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 Canal Place Preservation and Development Authority (CPPDA) invites proposals from qualified firms to serve as the CPPDA's "Project Manager" with respect to the River Park at Canal Place ("River Park"). The River Park is a multi-jurisdictional effort to create a whitewater park and associated streamside amenities in and along the portion of the Potomac River that runs by the City of Cumberland. The River Park will be located along the North Branch of the Potomac River in the City of Cumberland, from an estimated 0.25 miles upstream of the Blue Bridge/Cumberland Industrial Dam to an estimated 1.50 miles downstream from the Blue Bridge/Cumberland Industrial Dam. The project area runs parallel to the Chesapeake and Ohio Canal (C&O Canal) Towpath which in Cumberland is along the south bank of the River and borders the U.S. Army Corps of Engineers flood control structures upstream and downstream. As conceptualized, the River Park project will include removal of the Cumberland Industrial Dam and the development, construction, and landscaping of whitewater features, green space, trails and trail connections, canoe/kayak access, viewing areas, parking, murals, and fishing access to the North Branch.

One aspect of the River Park project is the planned removal of the Cumberland Industrial Dam, which currently presents an obstacle to navigation along the River. The City of Cumberland is taking the lead on this aspect of the project and, to that end, has engaged in a procurement to obtain the services of engineering and construction firms to evaluate, propose, and implement plans for removing the dam. Once the dam is removed, the project will involve the construction of in-stream whitewater features and other in-stream improvements. Further details about the River Park are set out in the Design and Implementation Plan for the project, which is attached as Appendix A.

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

The chosen firm would serve the CPPDA as staff for all aspects of the River Park, from reviewing and commenting on engineering and construction plans; preparing bidding and contract documents for any engineering or construction-related procurements that the CPPDA might pursue; participating in the evaluation of any such bids received; and monitoring and inspecting any construction activities undertaken pursuant to any such procurement.

A qualified firm must have a background engineering and/or landscape architecture, with experience in the planning, design, permitting, implementation, advertising/marketing specifically for project bidding purposes, and overall project management of trail development projects and/or river recreational projects. The firm should have experience working with Maryland State and federal agencies in particular: the Maryland State Highway Administration, Maryland Department of the Environment, and Maryland Department of Natural Resources, the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, and U.S. Fish and Wildlife Service. The preferred firm would have specific experience with river park planning and dam-removal, be well versed in preparing capital budget requests through the Maryland

Department of Budget and Management’s facilities program process, and have experience with administering State and federal grants as well as the state and federal procurement regulations that go with those grants.

The selected firm would not be eligible to bid on any construction-related procurement that CPPDA might pursue with respect to the River Park project.

**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, at the contact information provided in paragraph C above.

**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.**

In order to receive consideration, an offeror’s proposal must be received by the CPPDA Executive Director at the Issuing Office no later than 12:00 p.m. local time, on May 15, 2024 (the “closing date”). The acceptable method of submitting a proposal is via electronic mail transmittal of a single copy 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 offerors to submit one or more 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. SUBMISSION REQUIREMENTS; EVALUATION AND SELECTION CRITERIA**

### **A. Proposal Submission Requirements.**

The object of this competitive process is to select the engineering firm that will provide the highest quality of service at a realistic fee. To that end, the CPPDA seeks proposals from qualified engineering firms detailing the firm's qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Qualified firms/candidates interested in being considered for this role must submit five copies each of the following:

1. Price Proposal—The offeror's fixed contract price, expressed as an hourly rate for services to be rendered under the contract. The price should be recorded on the Price Proposal, Appendix C.
2. Letter of Interest—A narrative description of why the offeror is interested in the role of Project Manager.
3. Statement of Qualifications—A summary of the offeror's qualifications, in terms of professional licensure, experience, and relevant experience.
4. Technical Experience—A detailed description of the offeror's technical qualifications based on its experience with similar projects.
5. List of Key Staff—A list of the principal staff members that the offeror 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.
6. Expertise of Staff—For each member of the key staff identified above, provide a copy of the individual's professional resume, curriculum vitae, or equivalent, along with a narrative description of their relevant experience and expertise.
7. Previous Professional 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.
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 D.
- c. Contract Affidavit, Appendix E.

**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. 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 determined by the CPPDA. Evaluation factors will include, in order of significance, the offeror's: (1) demonstrated qualification, experience, and success with similar projects; and (2) price quote.

**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 Section I.B. 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. Contract Price. The contract will include an hourly rate for services performed by the successful offeror, which rate will be negotiated by and between the CPPDA and the successful offeror prior to finalization of the contract. The contract will provide for payments to be made on a quarterly basis, based on documentation submitted by the successful offeror.
3. Project Commencement. The contract will include a commencement date, which will be set by the CPPDA prior to finalization of the contract.
4. General Contract Provisions. The CPPDA's "General Contract Provisions," dated June 2015, attached hereto at Appendix B, 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.

**C. 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.

**D. 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.

**E. 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.

**F. 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, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or the refusal to submit to a genetic test or make available the results of a genetic test, and any otherwise unlawful use of characteristics or disability of a qualified individual with a disability.

**G. Governing Law.**

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

**H. 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.

**I. 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. APPENDICES**

Appendix A – River Park at Canal Place Plans, Designs and Studies  
Appendix B – CPPDA General Contract Provisions, June 2015

Appendix C – Price Proposal  
Appendix D – Bid/Proposal Affidavit  
Appendix E – Contract Affidavit