



Maryland Stadium Authority
Request for Proposals
Architectural/Engineering Services
MLS NEXT Pro Multi-Use Soccer Stadium Preliminary Design

Issue Date: March 12, 2024

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See Section 1.8 of this RFP.

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

**Request for Proposals
Architectural/Engineering Services
MLS NEXT Pro Multi-Use Soccer Stadium Preliminary Design**

RFP Issue Date: March 12, 2024

Procurement Officer: Yai Waite
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Phone: 443-602-0681
E-mail: ywaite@mdstad.com

Procurement Method: Competitive Sealed Proposals

MBE Participation Goal: 35% overall, with subgoals as follows:
7% African American
10% Women-Owned

Pre-Proposal Conference: March 21, 2024 at 10:00 a.m. (Local Time)
Web Conference

Site Visit:
March 25, 2024 at 10:00 a.m. (Local Time)
Swann Park
201 W. McComas Street
Baltimore, MD 21230

Carrol Park Golf Course
2100 Washington Boulevard
Baltimore, MD 21230

**Closing Date and Time
Technical Proposals:** April 12, 2024 at 1:00 p.m.

TABLE OF CONTENTS

SECTION 1..... GENERAL INFORMATION

SECTION 2..... OFFEROR'S QUALIFICATIONS

SECTION 3..... PURPOSE AND SCOPE OF WORK

SECTION 4PROPOSAL SUBMISSION AND REQUIREMENTS

SECTION 5..... EVALUATION CRITERIA AND SELECTION PROCEDURE

ATTACHMENTS

SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Maryland Department of Commerce (hereinafter the “Client”) and MSA are negotiating a Memorandum of Understanding for MSA to provide preliminary design architectural/engineering services related to the potential development of a new multi-use soccer stadium, as described in this RFP, to be located and constructed in Baltimore, Maryland (hereinafter the “Project”). The following resource(s) are included as attachment(s) to the RFP for use, reference, and consideration by the A/E while executing the Scope of Work outlined in Section 3.3 - Crossroads Consulting LLC Market, Site Fit and Economic Analysis for a Proposed New Multi-Use Soccer Stadium in the Baltimore Metro Area – **Attachment C**.

Through this solicitation, MSA is seeking a highly qualified Architect/Engineer (“A/E”) firm to provide the preliminary design services described in Sections 3.3 of this Request for Proposal (the “RFP”). During this phase of the Project, the A/E will work closely with MSA and other Project Team members in the analysis of the overall viability of the Project.

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the Contract with the A/E selected through this solicitation may be modified to include the Project Design and Construction Administration services outlined in Section 3.4 of the RFP. The sequence of construction of the Project Components will be determined during the preliminary design and early design phases.

1.2 Abbreviations and Definitions

For purposes of the RFP, the following abbreviations and terms have the meanings indicated below:

- a. A/E - Means the Architect/Engineer Offeror selected pursuant to the requirements and procedures contained in the RFP.
- b. Client – Maryland Department of Commerce.
- c. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us).
- d. Construction Manager (“CM”) – A third party engaged by the MSA to provide pre-construction and construction management services.
- e. Contract - The formal, written agreement entered into between MSA and the selected Offeror responding to the RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments or addenda and all or indicated portions of the selected Offeror’s

proposal. A sample contract is attached to this solicitation as the Preliminary Design Agreement in **Attachment G**.

- f. Contract Administrator (“CA”) – The MSA representative for this Contract that is primarily responsible for contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this Contract to ensure compliance with terms and conditions, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the consultant in achieving on/budget on/ time target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the A/E.
- g. eMMA - eMaryland Marketplace Advantage (<https://emma.maryland.gov/>).
- h. Key Personnel - All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP Section 4.3.d.1.c).
- i. Local Time - Time in the Eastern Time Zone as observed by the State.
- j. MBE - Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- k. MSA - Maryland Stadium Authority (www.mdstad.com).
- l. MSA Business Hours - 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
- m. MSA Procurement Policies - MSA procurement policies and procedures (available at www.mdstad.com).
- n. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
- o. Offeror - An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
- p. Procurement Officer (“PO”) - The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
- q. Project –MLS NEXT Pro Multi-Use Soccer Stadium.
- r. Project Manager (“PM”) – The MSA representative primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact, post-award, who will

assign work and to whom invoices will be submitted. MSA may change the PM at any time by written notice to the A/E.

- s. Project Team – Consists of the A/E, MSA, the Client, DC United, and any other consultant or government agency MSA may engage.
- t. Proposal - The submission(s) provided by an Offeror in response to this RFP. “Proposal” includes any financial or Best and Final Offers requested by the Procurement Officer.
- u. Proposal Closing Date– as identified in Section 1.10 of the RFP or as amended via addendum.
- v. Request for Proposals (“RFP”) - This document announcing the Project and soliciting proposals for the execution of the Project.
- w. Selection Committee - The persons responsible for selecting the successful Offeror.
- x. State – The State of Maryland.

1.3 Contract Type

The contract that results from this RFP will include a fixed fee for professional services, a not-to-exceed allowance for certain reimbursable expenses, and a contingency amount to be used by MSA in its sole discretion.

1.4 Contract Duration

The term of the Contract will be for a period necessary to complete the scope of work and as agreed upon by MSA and the A/E.

1.5 Procurement Officer

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed below:

Yai Waite
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 443-602-0681
Email: ywaite@mdstad.com

MSA may change the Procurement Officer at any time and will provide written notice to the Offerors if any such change occurs.

1.6 Pre-Proposal Conference and Site Visit

A virtual pre-proposal conference (“Conference”) will be held on **March 21, 2024 at 10:00 a.m, Local Time**. Please click on the link below to for details regarding the Conference and to RSVP to the event.

https://us02web.zoom.us/meeting/register/tZYodO2srjwvEtToz_cU4k-98AeTxccxvziB

A site visit will will be held on **March 25, 2024 at 10:00 a.m, Local Time**. Please click on the link below to register.

<https://www.eventbrite.com/e/site-visit-ae-services-mls-next-pro-multi-use-soccer-stadium-tickets-861527069657?aff=oddtcreator>

1.7 Contract and Project Manager

The Contract and Project Manager is:

Malaika Damon
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Prior to contract award, MSA may change the Project Manager at any time and will provide written notice to the Offerors. After Contract award, MSA may change the Project Manager at any time by written notice to the A/E.

1.8 e-Maryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. You can register at: <https://emma.maryland.gov/>. Click on “New Vendor? Register Now” to begin the process, and follow the prompts.

1.9 Questions

All questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the following upload link no later than **March 28, 2024 at 1:00 p.m, Local Time**:

<https://mdstad.sharefile.com/r-r340349df2ebd43cbb36f6bae63ed5b2c>

Please include information regarding the name of the firm, representative’s name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement Officer will decide whether an answer can be given before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be provided via addendum. Responses to any questions, whether responded to

verbally or in writing, are not binding unless issued, in writing, via addendum.

1.10 Proposals - Closing Date and Time

To be considered, both technical and financial Proposals must be uploaded to the following links no later than **April 12, 2024 at 1:00 p.m, Local Time:**

Link to upload technical Proposals:

<https://mdstad.sharefile.com/r-r84b355f48a7947cda782bd68c4bec5cd>

Link to upload password protected financial Proposals:

<https://mdstad.sharefile.com/r-rc5a88824790b4969be57b092100a04e7>

Requests for an extension of this date and/or time will not be granted. Offerors should allow sufficient electronic transmission time to ensure timely receipt of their proposals. Proposals received by MSA after the deadline will not be considered. Proposals will not be reviewed publicly.

1.11 Oral Presentations

Short-listed Offerors will be required to attend in person oral presentations. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a contract is awarded as a result of this RFP. Oral Presentations are to be held on **April 25 and 26, 2024**. In your technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the Project and understanding of the scope of work.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for **180 days** following the closing date for proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as **Attachment A** of this RFP.

1.14 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes only as **Attachment I** of this RFP. This Affidavit must be provided within five business days after notification of proposed contract award. For purposes of completing Section B of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.15 Procurement Method

The Contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA’s Procurement Policies. MSA’s Procurement Policies are available for review on MSA’s website (www.mdstad.com/contracting) or may be obtained by contacting the Procurement Officer.

1.16 Arrearages

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including, by way of example only, the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

1.17 Revisions to the RFP

- a. If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA, Gov Delivery, and MSA’s website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process.
- b. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror’s Proposal as identified in Section 4.3.c.1.
- c. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice.
- d. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

1.18 Cancellations; Discussions

MSA reserves the right to cancel this RFP, to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA. This may be followed by submission of Offeror-revised Proposals and best and final offers (hereinafter “BAFO”). MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

1.19 False Statement

MSA incorporates by reference the provisions of Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland regarding truthfulness in the information included in the contract documents. Offerors shall comply with the obligations set forth therein, including, without limitation, the following:

- a. In connection with a procurement contract, a person may not willfully:
 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 2. Make a false or fraudulent statement or representation of a material fact; or
 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.20 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation. The Offeror shall submit a completed D-1A form with its technical Proposal. Please refer to the Key Information Summary Sheet of this RFP.

- a. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.
- b. Notwithstanding any subgoals established for this RFP, the A/E is encouraged to use a diverse group of subcontractors and suppliers from any/all of the

various MBE classifications to meet the remainder of the overall MBE participation goal.

- c. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.
- d. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 1.20 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance. **Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its technical Proposal to the RFP will result in the State's rejection of the Offeror's Proposal.** This failure is not curable.
- e. Attachments:
 1. Minority Business Enterprise instructions and forms are provided in **Attachment D** to assist Offerors.
 2. The Offeror shall include with its technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
 - a.) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - b.) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 - c.) An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 - d.) If the Offeror fails to submit a completed Attachment D-1A with the technical Proposal, as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

3. Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified by the Maryland Department of Transportation and has the correct NAICS codes allowing it to perform the committed work.
4. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
 - a.) Outreach Efforts Compliance Statement (**Attachment D-2**);
 - b.) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**);
 - c.) A copy of each subcontract agreement, between the apparent awardee and any proposed MBE subcontractor, that the parties intend to enter into contingent upon the MSA's award of the prime contract. The subcontract agreement must contain all necessary terms, including pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement; and
 - d.) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
 - e.) Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. **If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award.** If the contract has already been awarded, the award is voidable.
 - f.) A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only**

MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

- g.) An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- h.) All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Sample Contract – **Attachment G**).
- i.) The Offeror is advised that liquidated damages will apply in the event the A/E fails to comply in good faith with the requirements of the MBE program and pertinent Contract.
- j.) As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

1.21 Incurred Expenses; Economy of Preparation

Neither MSA nor the Client is responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at www.mdstad.com/contracting or may be obtained by contacting the Procurement Officer.

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

1.24 Offeror Responsibilities

The Offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The Offeror retains responsibility for all work to be performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.25 Patents, Copyrights, and Intellectual Property

- a. If the A/E furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA or the Client to use such item.
- b. The A/E will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the A/E will defend MSA and the Client against that claim at the A/E's expense and will pay all damages, costs, and attorneys fees that a court finally awards, provided MSA and the Client: (i) promptly notifies the A/E in writing of the claim; and (ii) allows the A/E to control and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.
- c. If any products furnished by the A/E become, or in the A/E's opinion are likely to become, the subject of a claim of infringement, the A/E will, at its option and expense: (i) procure for MSA and Client the right to continue using the applicable item; (ii) replace the product with a non-infringing product

substantially complying with the item's specifications; or (iii) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

1.26 Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a contract succeeding the first fiscal period, the contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the rights of the A/E, the MSA and the County under any termination clause in the contract. The effect of termination of the contract hereunder will be to discharge the A/E, the MSA and the Client from future performance of the contract, but not from their rights and obligations existing at the time of termination. The A/E shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the contract. The MSA and the Client shall notify the A/E as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

1.27 Financial Disclosure

The A/E shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

1.28 Non-Exclusive Use

Neither this RFP nor any resulting Contract shall be construed to require the MSA to use any Offeror or exclusively use the A/E for the services described in this RFP. MSA reserves the right to obtain services of any nature from other sources when it is in the best interest of the MSA to do so and without notice to any party. The MSA makes no guarantees that it will purchase any products or services from the A/E resulting from this RFP.

1.29 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and architect-engineer services in a manner consistent with the promotion of sound environmental practices.

1.30 Payments by Electronic Fund Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer (EFT). A form will be provided to the selected Offeror.

1.31 Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to a Contract resulting from this RFP (including without limitation any information or data stored within the A/E's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

1.32 Loss of Data

In the event of loss of any MSA and/or Project related data or records where such loss is due to the intentional act or omission or negligence of the A/E or any of its sub consultants or agents, the A/E shall be responsible for recreating such lost data in the manner and on the schedule set by the Project Manager. The A/E shall ensure that all data is backed up and recoverable by the A/E.

1.33 Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of the State, become or be an employee of the A/E or any entity that is a subconsultant on Contract.

1.34 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause sub consultants to post, in conspicuous places available to employees and applicants for

employment, notices setting forth the substance of this clause.

1.35 Contingent Fee Prohibition

The A/E warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the A/E, to solicit or secure an Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of an Agreement.

1.36 Political Contribution Disclosure

The A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

1.37 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award under this RFP.

Prior to contract award under this RFP, the selected firm, including the joint ventures, must provide a Certificate of Good Standing from the Maryland State Department of Assessments and Taxation.

1.38 MBE and Prevailing Wage Compliance System

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based MBE and prevailing wage compliance system. The system was designed to provide various work-flow automation features

that improve the project reporting process. This system will monitor contract compliance for all Program contracts. The prime firm, its first-tier consultants, and all MBE participation subcontractors awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time before, during, or after Agreement award.

1.39 Maryland Law

This RFP shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.40 Acceptance of Terms and Conditions

By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this RFP including all attachments. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. MSA reserves the right to accept or reject any exceptions.

1.41 Procurement Regulations

The RFP and any Agreements entered into as a result hereof is not subject to the provisions of Division II of the State Finance and Procurement Article of the Maryland Annotated Code (the "Procurement Article") except as set forth in MSA's procurement policies available online at www.mdstad.com.

1.42 Multiple Proposals

MSA will not accept multiple or alternate proposals from a single Offeror.

SECTION 2

OFFEROR QUALIFICATIONS

2.1. Qualifications

At a minimum, the Offeror shall meet the following qualifications to be considered for award:

- a. Has been in business for at least five (5) years;
- b. Has a team of registered professional architects, engineers, and associated professional consulting firms led by a firm registered to practice in the State of Maryland;
- c. Has experience in providing preliminary design services for government/commercial clients;
- d. Has substantial experience with community involvement during the planning and design phases of a project;
- e. Has substantial design experience related to the complex construction of sports complex facilities;
- f. Has experience in innovative design methods to meet programmatic goals of building efficiencies, on-time delivery, cost containment, and value engineering strategies; and
- g. Has the ability to meet the insurance coverage requirements outlined herein.

Offeror shall clearly document, in their technical submission, how it meets the requirements listed above.

NOTE: An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its Technical Proposal deemed reasonably susceptible of being selected for award.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1. Purpose

MSA is issuing this RFP to contract with a highly qualified A/E firm to provide preliminary design services related to the potential development of the Project, as described in this RFP.

3.2. Scope Overview

The selected A/E will provide preliminary design and engineering services associated with constructing the Project in Baltimore City, MD. The selected A/E will work closely with the Project Team in a cooperative and coordinated fashion to complete the scope of work outlined below.

The following resource(s) are included as attachments to the RFP for use, reference, and consideration by the A/E while executing the scope of work outlined in Section 3.3.

- Crossroads Consulting LLC Market, Site Fit and Economic Analysis for a Proposed New Multi-Use Soccer Stadium in the Baltimore Metro Area – **Attachment C.**

If constructed, the Offeror's Contract may be modified to include Project Design and Construction services as outlined in Section 3.4 of this RFP, and the Architect Agreement included as **Attachment L** of the RFP.

Preliminary design services for both sites shall be completed within **six (6) months** of issuance of the Notice to Proceed.

3.3. Scope of Work – Preliminary Design

The A/E selected through this procurement will work closely with the Project Team to provide the Preliminary Design Services for each of the sites identified below and as described in **Attachment C.**

- Swann Park
- Carroll Park Golf Course

Preliminary design and engineering services include, but are not limited to, the following for each identified site:

- Preliminary Design (10 to 15% Schematic Design)
- Site Development/Planning
- Infrastructure Analysis
- Environmental Impact Analysis
- Archaeological Impact Analysis

- Geotechnical Analysis/Engineering
- Ingress/Egress Impact Analysis- Pedestrian and Vehicular
- Project Scheduling
- Cost Estimating
- Value Engineering
- Quality Assurance
- Assisting MSA with Professional and Technical Service Procurements as requested.
- All other services and deliverables outlined in the Sample Contract, **Attachment G**.

a. Services

1. The A/E shall work with MSA and the Project Team, as directed, to plan, schedule and coordinate site access, meetings and interviews with key stakeholders identified by MSA and the Client. The A/E will meet with Client staff as many times as the parties deem necessary for the A/E to conduct the preliminary design. This may include, by way of example and not limitation, individual meetings, walk-throughs of the proposed site(s), etc.
2. The A/E shall conduct a kick-off meeting with the Project Team within seven (7) days of receiving a Notice to Proceed for preliminary design services.
3. The A/E shall provide preliminary reports and updates on the progress of the preliminary design as requested by MSA.

b. Scheduling

1. The A/E shall prepare and periodically update a master project schedule that tracks and monitors the progress of the preliminary design and identifies milestones and critical decision points required by the Project Team including MSA, the County and the A/E.
2. The A/E shall provide scheduling services to produce a high-level project schedule for the construction scenario identified during the preliminary design. The schedule shall outline the major items of the work and clearly show the expected overall duration to complete the work.

c. Cost Estimating

The A/E shall provide cost estimating services to produce a cost estimate for scenario identified during the preliminary design.

d. Deliverables

1. Upon completion of the preliminary design, the A/E shall provide a minimum of

two (2) hard copies and one electronic copy (in .pdf format) of the preliminary design.

2. The A/E shall meet with MSA and the Project Team to discuss the A/E's findings and conclusions set forth in the preliminary design.

3.4. Scope of Work – Project Design & Construction Administration

The scope of work is described in the Architect Agreement included as **Attachment L** and includes, but is not limited to the following:

- a. Schematic Design Phase
 1. Cost estimating
- b. Design Development Phase
 1. Cost estimating and reconciliation(s) with the CM's cost estimate.
- c. Construction Documents Phase
 1. Cost estimating and reconciliation(s) with the CM's cost estimate.
- d. Bidding or Negotiating Phase
- e. Construction Phase Administrative Services

If constructed, MSA will also procure the services of a Construction Manager to provide Pre-construction and Construction Management services. Samples of MSA's Construction Manager contracts are available upon request.

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

The solicitation will follow a multi-step process to select the successful Offeror.

a. Step 1– Submission of Technical and Financial Proposals

Offerors will submit Proposals in two separate volumes: **Volume I** Technical Proposal; and **Volume II** Financial Proposal. **Volume II**, Financial Proposal, shall be password protected, per the requirements in Section 4.3 of this RFP. After the Proposal Closing Date, technical proposals will be reviewed and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee. Offerors must respond to all requirements of the RFP. Offerors that fail to do so will be deemed not reasonably susceptible of being selected for award.

b. Step 2 – Review of Technical Proposals

The Selection Committee will review technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the oral presentation phase of the procurement. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

c. Step 3 – Short-list and Oral Presentations

Short-listed Offerors will be asked to attend a virtual oral presentation. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

d. Step 4 – Short-list and Financial Proposal Phase

After oral presentations, and based on achieved rankings, the Selection Committee will short-list firms to participate in the financial phase of the procurement. Short-listed firms will be requested to provide the password to their financial Proposal.

Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

e. Step 5 – Recommendation for Award

The Offeror deemed to provide the best value (technical and financial) to the Project by the Selection Committee will be recommended for award.

4.2 Instruction for Submission of Proposals–General Requirements

Offerors shall submit proposals labeled “**Request for Proposals – Architectural/Engineering Services – MLS NEXT Pro Multi-Use Soccer Stadium Preliminary Design**” and labeled either “**Volume I - Technical Proposal**” or “**Volume II - Financial Proposal**”. All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

Proposals shall be uploaded electronically to the links provided in Section 1.10 of the RFP. **The electronic submissions (formatted as .pdf file) shall include the firm’s name in the file name and shall be formatted so each page can be legibly printed in 8 ½” x 11” format.**

4.3 Volume I - Technical Proposal

This section provides specific instructions for submission of the Offeror’s technical Proposal. Technical proposals shall be uploaded electronically to the link provided in Section 1.10 of the RFP. The technical Proposal shall follow the format provided below.

a. Transmittal Letter

A transmittal letter must accompany the technical Proposal. The purpose of this letter is to transmit the proposal to the Procurement Officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

b. Title and Table of Contents

The technical Proposal shall begin with a title page bearing the **legal name** and address of the Offeror, point of contact information (including phone number and e-mail address) for two (2) people, and the name of this RFP. A table of contents for the Proposal should follow the title page. Information that is claimed to be confidential shall be clearly identified. **Unless there is a compelling case, an entire proposal should not be labeled confidential**; only those portions that can reasonably be shown to be proprietary or confidential should be so labeled.

c. Executive Summary

The Offeror shall condense and highlight the contents of the technical Proposal in a separate section titled “Executive Summary”. The Executive Summary shall not exceed two (2) pages. The summary shall:

1. Acknowledge the receipt of any amendments or addenda associated with this RFP;

2. Provide the Offeror's tax identification number;
3. Identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of a Contract. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement;
4. Cross reference each minimum qualification requirement, identified in Section 2 of the RFP, with the location in the submission (section or page number) where the Offeror has demonstrated or documented that it meets the requirement;
5. Provide the Offeror's availability for oral presentations; and
6. List any exceptions the Offeror has taken to the requirements of this RFP, the sample Contract, or any other exhibits or attachments. If an Offeror takes no exception, the Executive Summary should so state.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible for award. If an Offeror takes no exception, the Executive Summary should so state.

d. Experience and Qualifications (Tab 1)

Section 2 and Section 3 outline the desired requirements of this solicitation. The information below shall also be included in this Section.

1. Architect-Engineer Qualifications & Experience – SF330 (**Attachment E**)
 - a.) Responses must include key subcontractors and/or consultants that will participate in the Preliminary Design identified in Sections 3.3 and 3.4.
 - b.) Organizational Chart (Attachment E, SF330, Section D):
 - i. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).
 - c.) Resumes of Key Personnel (Attachment E, SF330, Section E):
 - i. At a minimum, submit resumes for each of the major disciplines identified below. Each resume should include the years of experience the individual has had relative to the Scope of Work set forth in this solicitation.
 - Project Executive
 - Project Manager

- Project Designer
- Cost Estimator
- Other Key Personnel deemed appropriate

d.) Project Experience:

- i. Attachment E, SF330, Section F - Identify four (4) projects that illustrate the A/E's qualifications for overseeing/managing the preliminary design effort.

e.) Small Business Status (Attachment E, SF330, Part II, 5b):

- i. Indicate if the Offeror is a Maryland MDOT MBE and/or SBR. Include applicable certification number as appropriate.

e. Work Plan (Tab 2)

1. Staffing Plan: Provide a Staffing Plan in the format included in **Attachment F** that shows the minimum percentage of time that each Key Personnel member will dedicate to the Project.
2. A/E Schedule: Provide a high-level schedule that graphically shows the Offeror's proposed sequence of activities and durations required to complete the preliminary design effort identified in Sections 3.3 and 3.4 in this RFP.
3. Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.
 - a.) Preliminary Design: Describe the process by which the Offeror will manage and administer the Preliminary Design services outlined in Section 3. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the work.
 - b.) Project Challenges - Swann Park: Identify the three (3) most significant challenges to constructing the Project, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.
 - c.) Project Challenges - Carroll Park Golf Course: Identify the three (3) most significant challenges to constructing the Project, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.

- d.) Project Opportunities – Swann Park: Identify three (3) opportunities to constructing the Project, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer’s approach to addressing/enhancing each, including specific experience with similar circumstances.
- e.) Project Opportunities – Carroll Park Golf Course: Identify three (3) opportunities to constructing the Project, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer’s approach to addressing/enhancing each, including specific experience with similar circumstances.

f. Reserved

g. Other Required Submissions (Tab 4)

Offerors must submit the following items in the technical Proposal:

- 1. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
- 2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable). By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 3. A completed MBE Attachment D-1A (**Attachment D**).
- 4. Corporate Profile (**Attachment J**)
- 5. Capacity Summary Sheet (**Attachment K**)
- 6. Prime Contractor List of All Subcontractors (**Attachment P**)
- 7. Proof of insurance certifying the Offeror’s ability to comply with the insurance requirements, as set forth in the sample Contract attached hereto in **Attachment G**. The Offeror shall demonstrate its ability to meet this requirement by providing:
 - a.) A copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date; or

- b.) A statement from the Offeror's insurance carrier, on the carrier's letterhead, indicating the Offeror's ability to comply with the requirements set for the in **Attachment G**.

4.4 Volume II - Financial Proposal

The financial proposal form is attached hereto as **Attachment H**.

- a. The financial proposal form shall contain all price information in the format specified in **Attachment H**. The Offeror shall complete the form as instructed and submitted per the instructions of this RFP. Do not amend, alter, or leave blank any items on the form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by MSA
- b. The financial proposal submission shall include:
 - 1. Pricing Form – Swann Park; and
 - 2. Pricing Form – Carroll Park Golf Course.

Note: MSA reserves the right to require, during proposal evaluation, that the Offeror provide a copy of its most current Annual Report or audited Statement of Financial Condition to include a Balance Sheet, Income Statement and Cash Flow Statement or other acceptable financial information. These documents may be relied upon in any selection determination.

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria set forth below. Technical criteria shall be given more weight than financial criteria.

5.2 Technical Criteria

Criteria used to rate the technical Proposal includes, without limitation, the following:

- a. Understanding of the Project and adequacy of the Work Plan presented to provide the proposed services.
- b. Experience and qualifications of the Offeror and its Key Personnel, with specific emphasis on key personnel with similar projects.
- c. Past Performance and References of Offeror, Key Personnel, and subconsultants.
- d. Work Capacity of Offeror and Key Personnel.
- e. Overall Quality of Submission.
- f. Oral Presentation.

5.3 Financial Criteria

Short-listed Offerors that participate in the financial Proposal phase and are deemed as meeting all of the requirements will be ranked (most advantageous to least advantageous) based on an analysis of the information provided in the financial Proposal submission.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- a. The Maryland resident business is a responsible Offeror;
- b. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;

- c. The other state gives a preference to its resident businesses through law, policy, or practice; and
- d. The preference does not conflict with a federal law or grant affecting the procurement Contract. “

5.5 General Selection Process

- a. The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA’s Procurement Policies.
- b. Prior to award of a Contract pursuant to this RFP, MSA may require any and all Offerors to submit such additional information bearing upon the Offeror’s ability to perform the contract as MSA may deem appropriate. MSA may also consider any information otherwise available concerning the financial, technical, and other qualifications or abilities of the Offeror.
- c. MSA may hold discussions with any or all Offerors judged reasonably susceptible of being selected for award, or potentially so. MSA also reserves the right to develop a short-list of Offerors deemed most qualified based upon their technical Proposals and conduct discussions with only the short-listed Offerors. However, MSA also reserves the right to make an award without holding discussions. Whether or not discussions are held, MSA may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, in its sole and absolute discretion, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Award Determination

Upon completion of all evaluations, discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous considering the technical and financial evaluation factors as set forth in this RFP. The award is subject to approval by the MSA Board of Directors.

ATTACHMENTS

Attachments can be downloaded via the following link:

<https://mdstad.sharefile.com/d-s9e6ab6edf6a543768bf7e4824ca778b1>

- A.**BID/PROPOSAL AFFIDAVIT****
- B.**CONFLICT OF INTEREST AFFIDAVIT & DISCLOSURE****
- C.**PROJECT INFORMATION****
- D.**MBE INSTRUCTIONS AND FORMS****
- E. **ARCHITECT/ENGINEER QUALIFICATIONS (SF330)****
- F. **STAFFING PLAN****
- G. **SAMPLE PRELIMINARY DESIGN AGREEMENT****
- H. **FINANCIAL PROPOSAL FORM****
- I. **CONTRACT AFFIDAVIT****
- J. **CORPORATE PROFILE****
- K. **CAPACITY SUMMARY SHEET****
- L. **SAMPLE ARCHITECT AGREEMENT****
- M.**MBE RESEARCH FACTORS (EXHIBIT 1) (to be issued via addendum to this RFP)****
- N.**RESERVED****
- O.**RESERVED****
- P.**PRIME CONTRACTORS LIST OF ALL SUBCONTRACTORS****

ATTACHMENT A

BID/PROPOSAL AFFIDAVIT

Attachment A. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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.

By:

Signature of Authorized Representative and Affiant

Printed Name:

Printed Name of Authorized Representative and Affiant

Title:

Title

Date:

Date

ATTACHMENT B

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Attachment B. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C

PROJECT INFORMATION



MARKET, SITE FIT AND ECONOMIC IMPACT ANALYSIS

PROPOSED NEW MULTI-USE SOCCER STADIUM IN THE BALTIMORE METRO AREA

SUBMITTED TO: MARYLAND STADIUM AUTHORITY

FINAL REPORT

DECEMBER 2023



Report Letter

December 2023

Mr. Al Tyler, Vice President
Maryland Stadium Authority
Capital Projects Development Group
The Warehouse at Camden Yards
351 West Camden Street - Suite 300
Baltimore, MD 21201

Dear Mr. Tyler:

Crossroads Consulting Services, LLC, in association with Populous, has completed the market, site fit and economic impact analysis related to a proposed new multi-use soccer stadium in Baltimore, Maryland. This report summarizes our finding and principal conclusions from the research and analysis.

The findings contained in the report reflect analysis of information provided by secondary sources including, but not limited to, data obtained from the Maryland Stadium Authority and D.C. United. We have utilized sources that are deemed to be reliable but cannot guarantee their accuracy. All information provided to us by others was not audited or verified and was assumed to be correct. We have no obligation, unless subsequently engaged, to update our report or revise the information contained therein to reflect events and transactions occurring after the date of this report.

In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by the Maryland Stadium Authority and may not be relied upon by any other party for any purpose, including financing.

We have enjoyed serving you on this engagement and look forward to the opportunity to provide you with continued services.

Sincerely,

Crossroads Consulting Services, LLC

Table of Contents

- 1. INTRODUCTION & PROJECT BACKGROUND 4
- 2. LOCAL MARKET CONDITIONS 12
- 3. SITE FIT ANALYSIS 25
- 4. ECONOMIC IMPACT ANALYSIS 45
- 5. LIMITING CONDITIONS & ASSUMPTIONS 56



Photo credit: MLS NEXT Pro website

1. Introduction & Project Background



**MLS
NEXT
PRO**

Introduction & Project Background

Project Background

D.C. United is a professional soccer club in Major League Soccer (MLS), a top league in North America. Located in Washington, D.C., the team plays its home games at Audi Field. D.C. United's affiliate club, Loudoun United FC, is based in Leesburg, Virginia and competes in the USL Championship league.

D.C. United has won the MLS Cup four times and a part of continuing their success is development of players. D.C. United is looking to field an MLS NEXT Pro league club to create a new roster of talent that can serve as a pipeline of players for their MLS club. D.C. United is seeking to develop and operate a new multi-use soccer stadium in Baltimore to host their MLS Next Pro club as a primary tenant. In addition, the stadium is envisioned to host other soccer leagues such as USL Championship and USL Super League along with community, sports and entertainment events.

The proposed new stadium is assumed to have a capacity of 7,500 which could be expanded to 10,000. It is envisioned that the proposed new stadium would have the potential to:

- Provide a year-round asset that appeals to residents of and visitors to the State
- Accommodate a diverse set of sporting and non-sporting events
- Enhance grassroots efforts to grow the sport of soccer in Baltimore and in Maryland
- Serve as a tourism and economic generator that positively impacts local and State economies through incremental new visitor and business spending
- Attract private sector investment



Introduction & Project Background (cont'd)

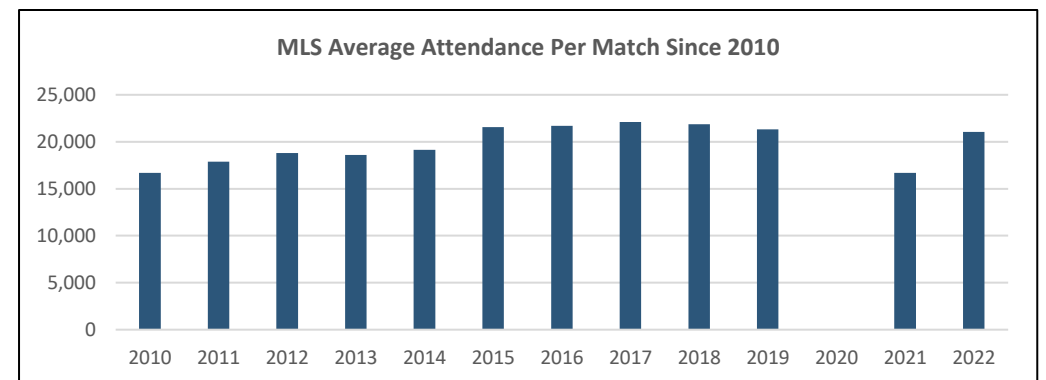
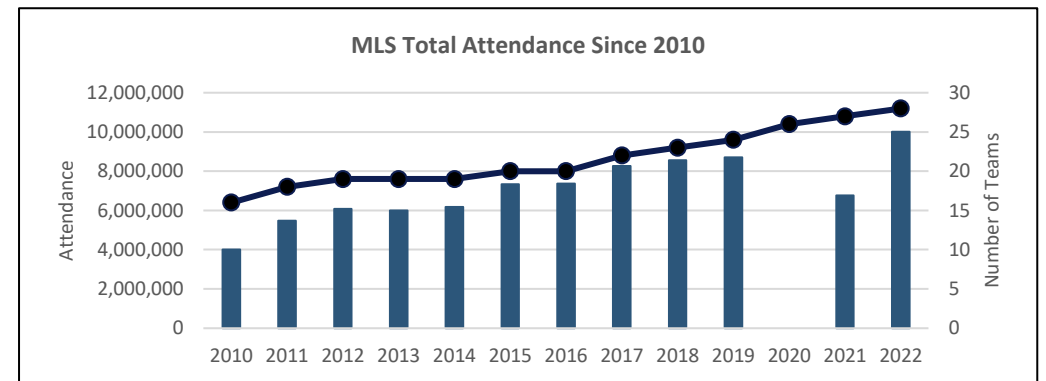
U.S. Men's Soccer has experienced significant changes and growth over the years. The primary governing body for soccer in the U.S. is the United States Soccer Federation (USSF), which is responsible for overseeing all aspects over soccer, including professional leagues. As shown below, the MLS is the top professional soccer league in the U.S. and serves the highest level of competition.

Structure of U.S. Men's Soccer



The tables below summarize MLS attendance from 2010 through 2022. During this time, both the number of teams and total attendance increased and was highest in 2022 when 28 teams generated more than 10.0 million in attendance.

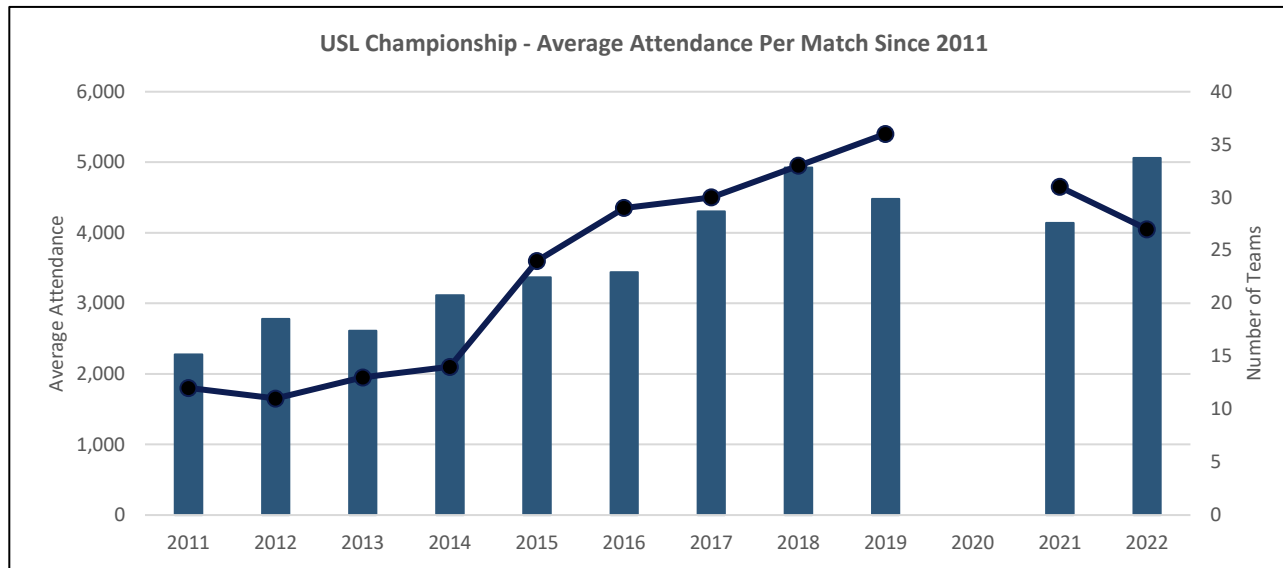
Average attendance per match trended upward from 2010 to 2014 and was relatively consistent from 2015 through 2019, prior to COVID-19. After a decline in 2021 resulting from COVID-19, average attendance rebounded in 2022 to 21,000.



Note: 2020 is excluded due to COVID-19 and 2021 was also negatively impacted.
Source: 2023 MLS Fact & Record Book.

Introduction & Project Background (cont'd)

Originally founded in 1986, the United Soccer League (USL) is considered the second division of U.S. soccer. USL operates several leagues including the USL Championship, USL League One and USL League Two. Since being founded in 2010, USL Championship has grown to become one of the largest professional soccer leagues in the U.S. As shown below, the number of teams has significantly increased since 2011. Average attendance per match ranged between approximately 2,300 in 2011 and 5,100 in 2022.



Note: 2020 is excluded due to COVID-19 and 2021 was also negatively impacted.
Sources: USL Soccer website; Soccer Stadium Digest; other secondary sources.



Introduction & Project Background (cont'd)

In 2022, MLS launched MLS Next Pro, which is a professional men's soccer league in the U.S. and Canada that seeks to improve the pro player development pathway from Academy athletes to the MLS first team. Based on information from its website, "MLS NEXT Pro continues to grow the game through innovation and diversity, bringing professional soccer to new communities and creating global opportunities both on and off the field."

MLS NEXT Pro currently has 27 clubs, all of which are affiliated with MLS clubs. In 2023, MLS NEXT Pro added seven new clubs and expanded to a 28-game regular season schedule. Future expansion includes MLS-affiliated and independent clubs including Carolina Core FC in 2024 and Cleveland in 2025.

An MLS NEXT Pro club's active roster can have a maximum of 35 players with 24 of the players being professional players and the other 11 being amateur. A maximum of five youth academy players per team can be on the field during an official match. Each club plays 28 matches - 14 home and 14 away - before entering the playoffs. All but one of the 27 clubs will compete in Decision Day 2023 – the final regular-season matchday – as the 13 matches that day will determine final playoff spots and seeding.

The clubs are separated into two conferences (Eastern and Western) and four divisions (Frontier, Pacific, Northeast and Central). The 2023 season features an expanded playoff format that includes a "pick-your-opponent" structure in the first two rounds, where the #1 seed in each conference picks one of the lowest two seeds to host in the quarterfinals and semifinals for their respective conferences.

In 2023, MLS NEXT Pro matches began streaming live on the Apple TV platform as part of a partnership between Apple and MLS.

The table below shows the capacity for stadiums that currently host MLS Next Pro teams. Teams such as the New England Revolution II, Portland Timbers 2, and Philadelphia Union II play at larger stadiums that also host MLS teams. As shown, the average stadium capacity is 14,343 and the median stadium capacity is 8,300.

| Stadiums Hosting 2023 MLS NEXT Pro Teams | | | |
|--|--|----------------------------|---------------|
| Club | Stadium | Location | Capacity |
| New England Revolution II | Gillette Stadium | Foxborough, Massachusetts | 65,878 |
| North Texas SC | Choctaw Stadium | Arlington, Texas | 48,114 |
| LA Galaxy II | Dignity Health Sports Park | Carson, California | 27,000 |
| Timbers2 | Providence Park | Portland, Oregon | 25,218 |
| Columbus Crew 2 | Historic Crew Stadium | Columbus, Ohio | 22,555 |
| St Louis City 2 | CITYPARK | St. Louis, Missouri | 22,500 |
| Chicago Fire FC II | Seat Geek Stadium | Bridgeview, Illinois | 20,000 |
| Philadelphia Union II | Subaru Park | Chester, PA | 18,500 |
| Colorado Rapids 2 | Dicks Sporting Goods Park | Commerce City, Colorado | 18,350 |
| Earthquakes II | Paypal Park | San Jose, California | 18,000 |
| Inter Miami II | DRV PNK Stadium | Fort Lauderdale, Florida | 18,000 |
| LA Football Club 2 | Titan Stadium | Fullerton, California | 10,000 |
| MNUFC2 | National Sports Center Stadium in Blaine | Blaine, Minnesota | 10,000 |
| Atlanta United 2 | Fifth Third Bank Stadium - Kennesaw State University | Kennesaw, Georgia | 8,300 |
| D.C. United MLS NEXT Pro Team | Proposed New Stadium | Baltimore, Maryland | 7,500 |
| Sporting KC 2 | Rock Chalk Park | Lawrence, Kansas | 7,000 |
| Huntsville City FC | Joe Davis Stadium | Huntsville, Alabama | 6,000 |
| Orlando City B | Osceola County Stadium | Kissimmee, Florida | 5,400 |
| Whitecaps FC 2 | Swangard Stadium | Burnaby, British Columbia | 5,288 |
| Crown Legacy FC | Sportsplex at Matthews | Matthews, NC | 5,000 |
| New York Red Bulls II | Pittser Field | Montclair, New Jersey | 5,000 |
| Real Monarchs | Zions Bank Stadium | Herriman, Utah | 5,000 |
| Houston Dynamo 2 | Aveva Stadium | Houston, Texas | 4,000 |
| Tacoma Defiance | Starfire Sports Complex | Tukwila, Washington | 4,000 |
| TFC II | York Lions Stadium | Toronto, Ontario | 4,000 |
| NYCFC II | Belson Stadium | Jamaica, New York | 2,168 |
| Austin FC II | Parmer Field at St. David's Performance Center | Austin, Texas | 1,000 |
| FC Cincinnati 2 | Scudamore Field at NKU | Newport, Kentucky | 1,000 |
| Average (Excluding D.C. United MLS NEXT Pro Team) | | | 14,343 |
| Median (Excluding D.C. United MLS NEXT Pro Team) | | | 8,300 |

Note: Sorted in descending order by stadium seating capacity.

Sources: MLS NEXT Pro website; secondary research.

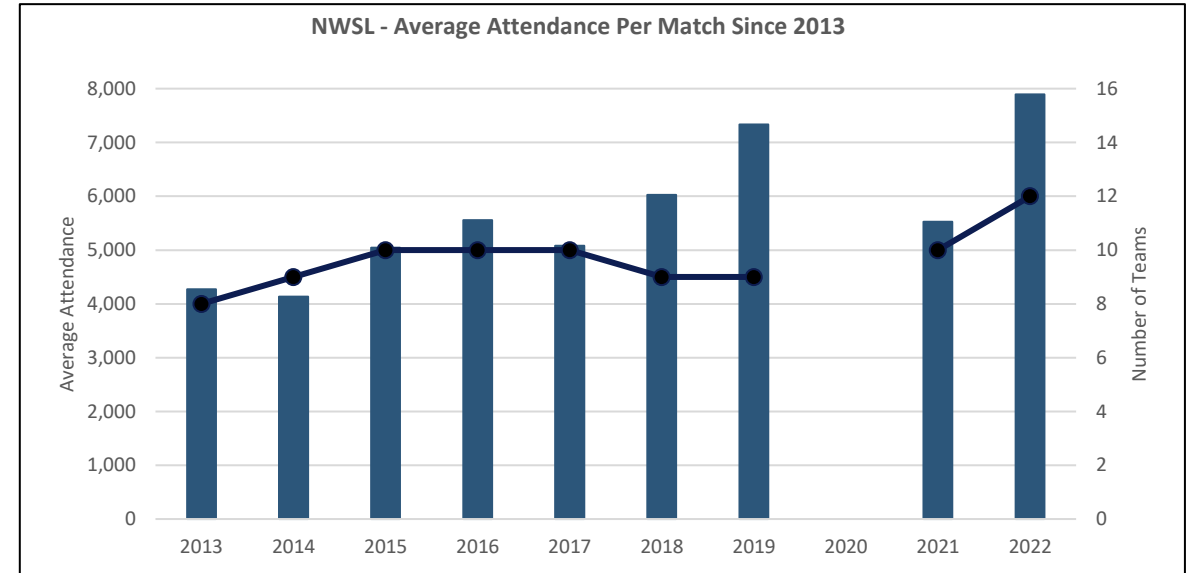
Introduction & Project Background (cont'd)

A women's professional soccer league represents another potential tenant for the proposed multi-use soccer stadium. The popularity of women's soccer has continued to increase which has resulted in more participation, attendance at events, viewership and financial investment. Research by National Research Group (NRG) indicated that the National Women's Soccer League (NWSL) ranked highest in momentum compared to all other sports brands including men's sports.

NWSL is a Division-I women's professional league. NWSL's inaugural season was 2013 and consisted of eight teams. NWSL has since expanded to 12 teams, one of which is the Washington Spirit who play at Audi Field. NWSL announced that both Bay FC and Utah Royals FC will begin play in 2024 and that 2026 is targeted for two more expansion clubs. Between 2013 and 2022, average attendance per match increased by approximately 85%. In 2022, average attendance surpassed the 2019 pre-COVID-19 pandemic numbers. NWSL reported that total attendance exceeded one million in both 2022 and 2023.

To further exemplify the financial commitment in women's soccer, the Kansas City Current will begin training and playing in a new, privately funded, soccer-specific stadium in 2024. The \$120 million CPKC Stadium, which will have a seating capacity of 11,500 that is expandable to 22,000, is the first soccer stadium purpose-built for a women's professional sports team.

The newly announced USL Super League is a professional women's soccer league slated to begin play in August 2024 as a Division-I sanctioned organization. The USL Super League will sit at the top of the USL's youth-to-pro women's pathway. The vision for the initial season is to have 10 to 12 teams. Eight markets have already been announced including Washington, D.C. whose team will be a partnership between Attain Sports and Entertainment and the D.C. United ownership group. Additional initial markets are expected to be announced later. Five other markets have been identified to join the 2025 season or soon thereafter. The USL Super League will be the only American soccer league aligned with the global game's traditional club calendar, running from August to June. This approach could provide some unique opportunities from a fan, player, business perspective.



Note: 2020 is excluded due to COVID-19 and 2021 was also negatively impacted.
Source: NWSL website; Stadium Soccer Digest; other secondary sources.

Introduction & Project Background

In addition to MLS Next Pro and other professional leagues, the proposed new stadium is expected to host additional sports activities, among other events.

Demand for new sports facilities is often driven by sports participation. The adjacent table illustrates the annual number of participants in select outdoor sports and the frequency of participation. Participation data was obtained from Sports Business Research Network (SBRnet), a leading provider of sports marketing research in the U.S. SBRnet offers an all-encompassing perspective on the sports business, drawing upon syndicated and custom proprietary market research, industry reports and licensed industry articles. SBRnet provides nationwide analysis of statistical trends in each major segment of the sports market and the extent to which they interrelate.

As shown, soccer in the U.S. has grown steadily year over year since 2018 with a 3.7% increase between 2021 and 2022. Maryland is considered a hotbed for outdoor sports including soccer, lacrosse and rugby. The State is commonly referred to as the “lacrosse capital of the U.S.” and soccer has continued to grow at various level of play, from youth and high school soccer to college and professional leagues. SBR classifies Maryland in the South Atlantic Region. This region has the highest percentages of participation in both soccer and lacrosse at 22% and 24%, respectively. The region also has one of the highest number of rugby participants.

| U.S. Participation in Select Sports - Population Aged 6+ (in thousands) | | | | | | | |
|---|--------|--------|--------|--------|--------|--------|-----------|
| Sport | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2021-2022 |
| | | | | | | | Change |
| Soccer (Total) | 11,924 | 11,405 | 11,913 | 12,444 | 12,556 | 13,018 | 3.7% |
| Soccer (Casual) <49 times per year | 6,665 | 6,430 | 6,864 | 8,360 | 7,586 | 7,666 | 1.1% |
| Soccer (Core) >50 times per year | 5,259 | 4,975 | 5,050 | 4,084 | 4,970 | 5,352 | 7.7% |
| Lacrosse (Total) | 2,171 | 2,098 | 2,115 | 1,884 | 1,892 | 1,875 | -0.9% |
| Lacrosse (Casual) <49 times per year | 1,142 | 1,036 | 1,021 | 902 | 1,009 | 999 | -1.0% |
| Lacrosse (Core) >50 times per year | 1,030 | 1,061 | 1,094 | 982 | 883 | 876 | -0.8% |
| Rugby (Total) | 1,621 | 1,560 | 1,392 | 1,242 | 1,238 | 1,166 | -5.8% |
| Rugby (Casual) <49 times per year | 1,097 | 998 | 835 | 807 | 778 | 758 | -2.6% |
| Rugby (Core) >50 times per year | 524 | 562 | 557 | 435 | 460 | 408 | -11.3% |

Source: Sports Business Research Network.

| 2022 Sports Total Participation by Geographic Region (% of Participants) | | | |
|--|-------------|-------------|-------------|
| Geographic Region | Soccer | Lacrosse | Rugby |
| South Atlantic | 22% | 24% | 21% |
| Pacific | 19% | 13% | 22% |
| Middle Atlantic | 14% | 24% | 22% |
| East North Central | 14% | 11% | 11% |
| West South Central | 10% | 5% | 10% |
| East South Central | 5% | 2% | 2% |
| Mountain | 7% | 7% | 8% |
| West North Central | 6% | 6% | 3% |
| New England | 4% | 8% | 3% |
| Total | 101% | 100% | 102% |

Notes: Sports Business Research Network classifies Maryland in the South Atlantic Region.

Not all totals add to 100% due to rounding.

Source: Sports Business Research Network.



Introduction & Project Background

Purpose of the Study

Given this backdrop, the Maryland Stadium Authority (MSA) and D.C. United retained Crossroads Consulting Services, LLC (Crossroads Consulting) to conduct a study that assesses the merits of developing a proposed new multi-use soccer stadium to accommodate the D.C. United's NEXT Pro team as well as other sports and entertainment events that could attract both residents and out-of-town visitors. At this juncture, the economic impact analysis included in this report is non-site specific other than the fact that the site will be in or near Baltimore City. As part of the study effort, the MSA and D.C. United identified potential sites for the proposed new soccer stadium. Populous, a global architectural design firm, was engaged to evaluate the identified sites as well as provide a summary of significant strengths and challenges associated with each potential site.

The research and analysis contained in this report are intended to allow MSA and D.C. United to draw informed conclusions regarding future development of the proposed new multi-use soccer stadium in the Baltimore area.

Work Plan

Specific tasks completed as part of this analysis include, but were not limited to, the following:

- Conducted a kickoff meeting with MSA and D.C. United representatives to develop an understanding of the background, history and key issues related to the study; confirm the study scope and objectives; and discuss the proposed preliminary program under consideration.
- Worked with MSA and D.C. United to identify existing facilities/sites in the Baltimore Metro Area that could potentially host an MLS NEXT Pro club as the primary sports tenant in their current condition or with relatively minimal enhancements.
- Obtained relevant information on each prospective site location that was available from public sources as well as from specific site owners.
- Performed a cursory analysis of local market attributes including demographic and socioeconomic metrics, transportation access, employment base and the supply of existing outdoor sports facilities in the area that host similar event activity.
- Conducted limited market outreach with key stakeholders such as Maryland Sports to obtain their perspective on market opportunities for the proposed stadium as well as on potential site locations.
- Toured and analyzed potential site locations that were identified by MSA and D.C. United utilizing a site evaluation matrix with an agreed upon criteria and weighting factor that ranked each of the sites.
- Estimated the net new economic impacts (i.e., spending, jobs and labor income) and tax revenues at the State level associated with operations of the proposed new soccer stadium.
- Summarized findings in a written report.

2. Local Market Conditions



**MLS
NEXT
PRO**

Local Market Conditions

It is important to understand the general market conditions in which the proposed multi-use stadium would operate. This section of the report profiles local market characteristics including demographic and socioeconomic statistics, tapestry segmentation, transportation access, area employment and the supply of area facilities. Factors such as demographic and socioeconomic conditions, the vibrancy of the area immediately surrounding a facility and overall destination appeal to both event planners/promoters and attendees can all impact a facility's overall competitiveness within the broader marketplace.

As previously mentioned, activity at the proposed multi-use stadium is anticipated to be diverse and include sporting events, concerts, special events and community activities. Depending on the scope and nature of the event, these types of facilities can draw both area residents and out-of-town attendees. Local events such as civic/community activities tend to draw from a relatively close geographic area while large sporting events/competitions, concerts and special events can attract patrons from a broader market area.

When deciding where to host their events, event promoters/producers typically consider factors such as population, age distribution and income characteristics; accessibility to the population base; as well as facility building program and supporting infrastructure. The importance that event promoters/producers place on each of these factors differs depending on the type of event.

Market dynamics will also impact the amount, type, and success of planned ancillary development near the stadium. These dynamics are particularly important to professional sports team management and event promoters as providing an enticing destination area with restaurant and entertainment opportunities can be an influential factor on potential attendees' decision-making.

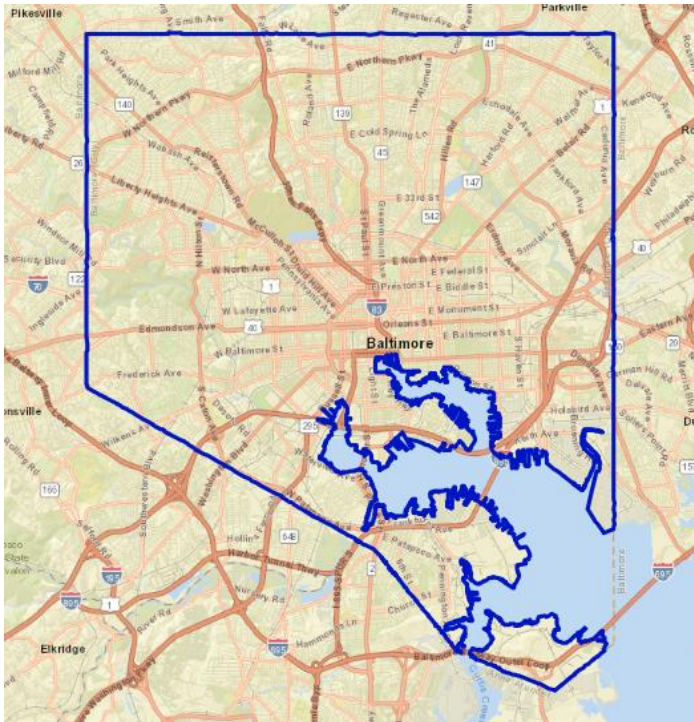
This analysis profiles the City of Baltimore, a 30-minute drive time from the center of downtown Baltimore, and the Baltimore-Columbia-Towson, MD Metropolitan Statistical Area (Baltimore Metro Area) which are illustrated on the following maps. These profiled geographic areas are not intended to directly correlate to potential market demand but rather to illustrate the characteristics of the market within which the proposed new stadium would operate. Statistics for the State and the U.S. are also provided as a point of reference.

Key demographic statistics shown in this report are based on data supplied by Esri, which is a global market leader in geographic information system (GIS) software, location intelligence and mapping.

Geographic Footprints

The proposed location for the proposed new stadium is in or near the City of Baltimore.

City of Baltimore



Source: Esri.

A large portion of event attendance and participants is likely to come from within a 30-minute drive time.

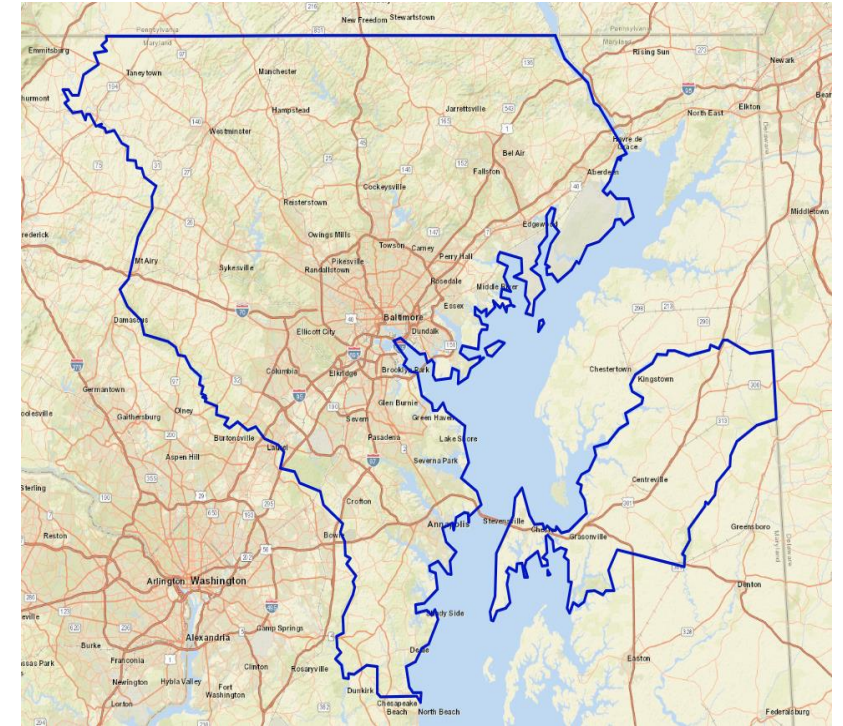
30-Minute Drive from Baltimore



Source: Esri.

Certain special events such as sports, concerts, and festivals can draw attendance from a broader area like the Baltimore Metro Area.

Baltimore Metro Area



Source: Esri.

Key Demographic and Socioeconomic Data

This section summarizes key findings from the analysis of demographic and socioeconomic data.

Population

Population serves as a base from which events at the proposed new stadium can draw attendance. As previously mentioned, depending on the scope and nature of the event, these types of facilities can draw both area residents and out-of-town attendees.

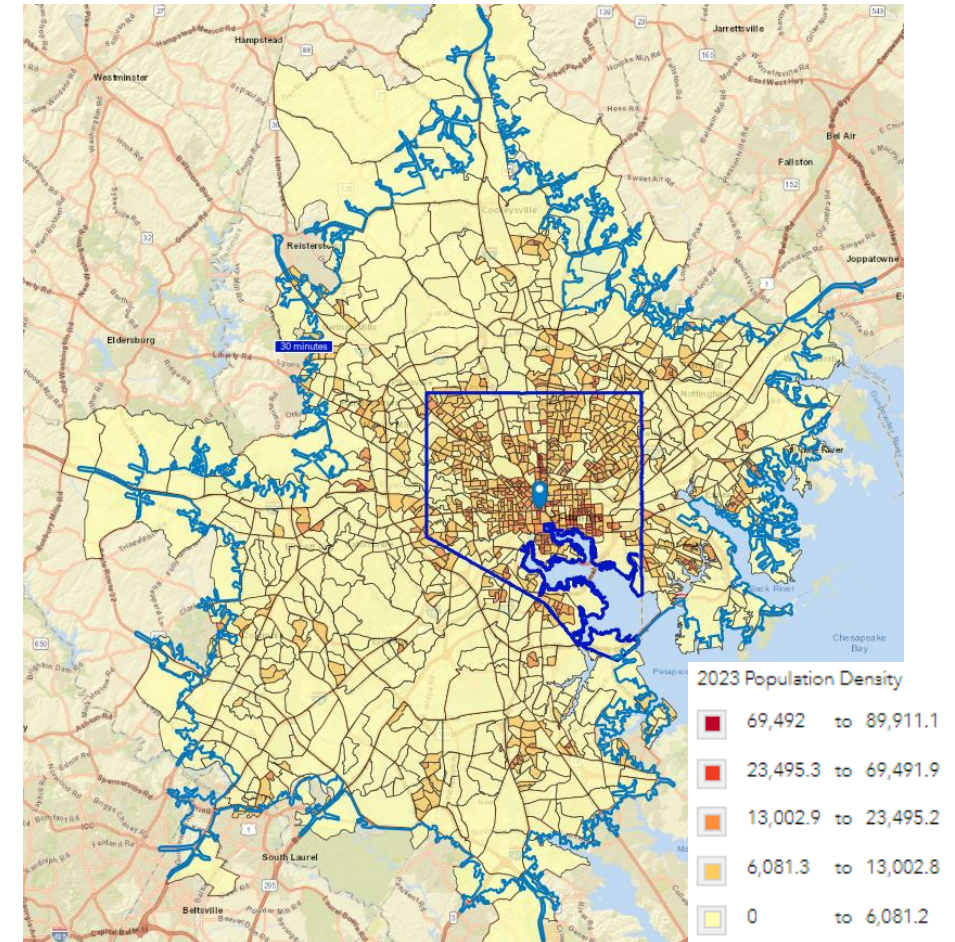
As shown in the following table, Esri estimates that the 2023 population is 573,794 in the City of Baltimore and nearly 1.9 million in the 30-minute drive time. The 2023 population in the Baltimore Metro Area, which consists of Anne Arundel, Baltimore County, Baltimore City, Carroll, Harford, Howard, and Queen Anne’s counties, is approximately 2.9 million.

Over the next five years, the population in the City of Baltimore is expected to realize a minimal decrease in population. While the other profiled geographic areas are projected to increase in population during this same period, the annual projected growth rate is minimal.

| Population Summary | Total Population | | | | |
|--|-------------------|------------------------|----------------------|-------------------|-------------|
| | City of Baltimore | 30 - Minute Drive Time | Baltimore Metro Area | State of Maryland | U.S. |
| 2010 Total Population | 620,961 | 1,762,697 | 2,710,489 | 5,773,552 | 308,745,538 |
| 2020 Total Population | 585,708 | 1,844,459 | 2,844,510 | 6,177,224 | 331,449,281 |
| 2023 Total Population | 573,794 | 1,853,339 | 2,870,114 | 6,259,408 | 337,470,185 |
| 2028 Total Population | 566,467 | 1,862,177 | 2,890,626 | 6,330,833 | 342,640,129 |
| 2010-2020 Annual Rate | -0.57% | 0.46% | 0.49% | 0.70% | 0.74% |
| 2020-2023 Annual Rate | -0.68% | 0.16% | 0.30% | 0.44% | 0.61% |
| 2023-2028 Annual Growth Rate (Projected) | -0.26% | 0.10% | 0.14% | 0.23% | 0.30% |

Source: Esri.

Population Density Map
City of Baltimore & 30-Minute Drive Time



Source: Esri.

Key Demographic and Socioeconomic Data (cont'd)

Income Distribution

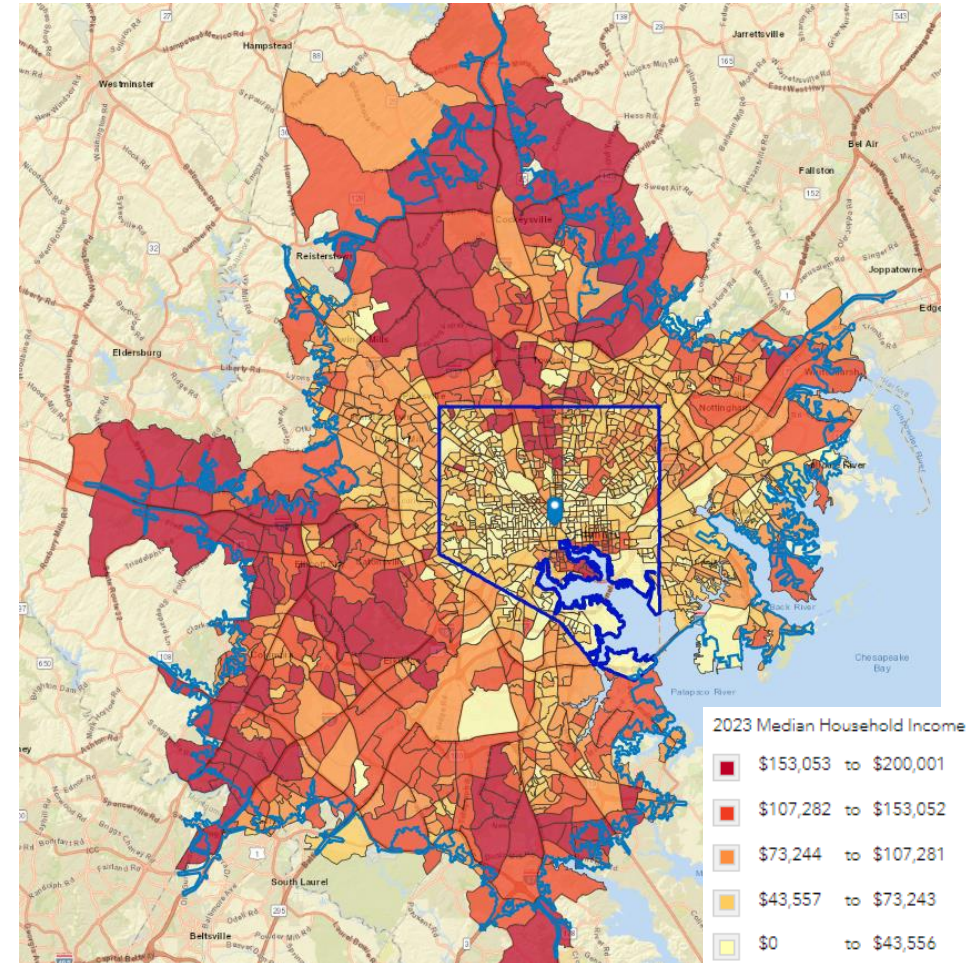
Income offers a broad measurement of spending potential for a specific population because it indicates the general ability of individuals or households to purchase a variety of goods and services including admission to events and participation in activities such as soccer.

In 2023, the City of Baltimore's median household income (\$55,224) is significantly lower than the other profiled areas. However, the median household income in the 30-minute drive time and the Metro Area are higher than that for the U.S.

| Household Income Distribution | | | | | |
|---|-------------------|------------------------|----------------------|-------------------|-----------|
| | City of Baltimore | 30 - Minute Drive Time | Baltimore Metro Area | State of Maryland | U.S. |
| 2023 Household Income Distribution | | | | | |
| Less than \$15,000 | 17.6% | 10.3% | 8.5% | 7.8% | 9.5% |
| \$15,000 to \$24,999 | 8.6% | 6.1% | 5.1% | 5.0% | 7.1% |
| \$25,000 to \$34,999 | 8.2% | 6.6% | 5.7% | 5.3% | 7.4% |
| \$35,000 to \$49,999 | 10.7% | 9.4% | 8.5% | 8.2% | 10.8% |
| \$50,000 to \$74,999 | 17.9% | 15.6% | 14.7% | 14.1% | 16.5% |
| \$75,000 to \$99,999 | 11.4% | 12.1% | 12.1% | 12.2% | 12.8% |
| \$100,000 to \$149,999 | 11.5% | 16.5% | 17.8% | 18.8% | 16.9% |
| \$150,000 to \$199,999 | 6.3% | 10.4% | 11.8% | 11.9% | 8.6% |
| \$200,000+ | 8.0% | 12.9% | 15.9% | 16.7% | 10.6% |
| 2023 Median Household Income | \$55,224 | \$78,178 | \$89,241 | \$93,432 | \$72,603 |
| 2028 Median Household Income (Projected) | \$59,514 | \$86,669 | \$100,491 | \$103,781 | \$82,410 |
| 2023-2028 Annual Growth Rate (Projected) | 1.6% | 2.2% | 2.5% | 2.2% | 2.7% |
| 2023 Average Household Income | \$88,915 | \$116,821 | \$130,496 | \$134,130 | \$107,008 |
| 2028 Average Household Income (Projected) | \$101,351 | \$132,281 | \$146,931 | \$150,727 | \$122,048 |
| 2023-2028 Annual Growth Rate (Projected) | 2.8% | 2.6% | 2.5% | 2.5% | 2.8% |

Source: Esri.

**Median Household Income Density Map
City of Baltimore & 30-Minute Drive Time**



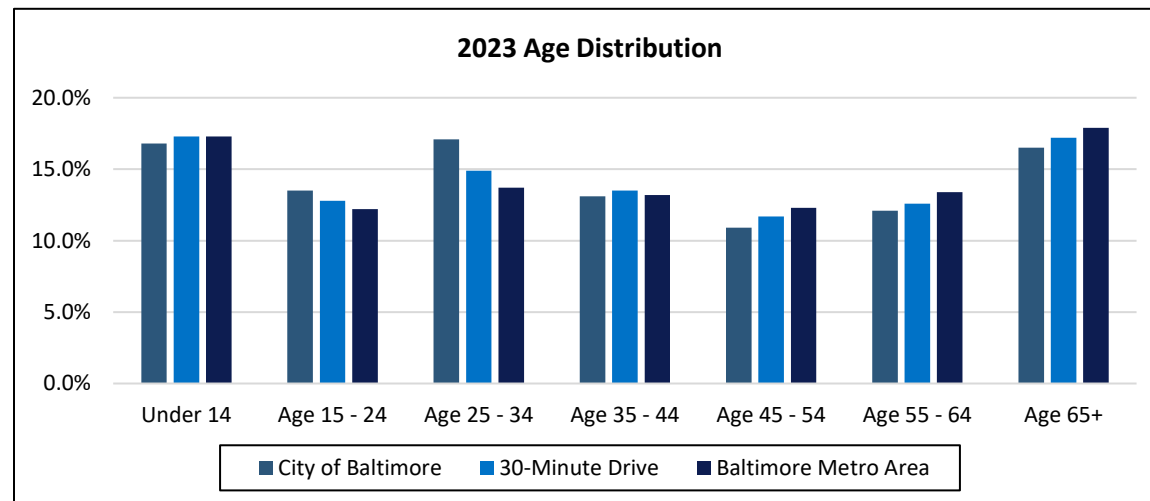
Source: Esri.

Key Demographic and Socioeconomic Data (cont'd)

Age Attributes

Analysis by age group is helpful since certain events are targeted toward consumers who fall within specific age categories. In 2023, the median age in the City of Baltimore is 36.9 years old which is younger than the median ages for the 30-minute drive time (38.6 years old) and the Baltimore Metro Area (40 years old).

A survey conducted in April 2022 by Morning Consulting cited that the age segments between 18-34 and 35-44 represented 54% of those identifying as soccer fans. Per Esri, the City of Baltimore age distribution between 15 and 44 makes up 44% of the population and 41% of the population in the 30-minute drive time. This demographic is favorable as a target market for soccer.



Ethnicity

More than one-half of the population in the City of Baltimore (58.5%) is Black/African American. Within a 30-minute drive, 41.9% of the population is White and 37.8% is Black/African American.

Sports Business Research Network (SBR) reported total U.S. participation in soccer by ethnicity as 65% Caucasian/White, 20% Hispanic, 8% African American/Black, 6% Asian/Pacific Islander, 1% other.

Two of MLS NEXT Pro's commitments are to empower local communities and establish a platform for innovation and diversity. The demographics of the area, combined with MLS Next Pro's commitment to diversity, provides an opportunity to grow the sport by creating an accessible and positive soccer experience for individuals from different ethnic backgrounds.

| Race/Ethnicity | | | | | |
|--|-------------------|------------------------|----------------------|-------------------|-------|
| | City of Baltimore | 30 - Minute Drive Time | Baltimore Metro Area | State of Maryland | U.S. |
| 2023 Population by Race/Ethnicity | | | | | |
| Black/African American Alone | 58.5% | 37.8% | 28.9% | 29.7% | 12.5% |
| White Alone | 26.6% | 41.9% | 52.7% | 47.4% | 60.6% |
| Two or More Races | 5.7% | 7.0% | 7.1% | 8.1% | 10.6% |
| Other Race | 5.0% | 4.9% | 4.2% | 7.0% | 8.7% |
| Asian Alone | 3.7% | 7.9% | 6.7% | 7.1% | 6.2% |
| American Indian Alone | 0.4% | 0.4% | 0.4% | 0.5% | 1.1% |
| Pacific Islander Alone | 0.0% | 0.0% | 0.0% | 0.1% | 0.2% |
| Hispanic Origin | 8.3% | 8.9% | 8.2% | 12.6% | 19.4% |
| Non-Hispanic Origin | 91.7% | 91.1% | 91.8% | 87.4% | 80.6% |

Note: Persons of Hispanic Origin maybe of any race.

Sorted in descending order by population in the City of Baltimore.

Source: Esri.

Tapestry Segmentation

According to Esri, tapestry segmentation classifies neighborhoods into 67 segments on both demographics and socioeconomic attributes. They summarize lifestyle choices as well as what people buy and how people spend free time. The top tapestry segments for the 30-minute drive time include Enterprising Professionals, Parks and Rec, and Family Foundations. The following provides a brief description of each of these three tapestry segments as defined by Esri.

- **Enterprising Professionals (10.4% of 2023 Households):** Residents are well educated and climbing the ladder in STEM (i.e., science, technology, engineering, and mathematics) occupations. They change jobs often and therefore choose to live in condos, townhomes, or apartments; many still rent their homes. The market is fast-growing, located in lower-density diverse neighborhoods of large metro areas. This young market makes over one and a half times more income than the US median, supplementing their income with investments. At home, they enjoy the internet and TV on high-speed connections with premier channels and services.
- **Parks and Rec (10.1% of 2023 Households):** These suburbanites have achieved the dream of home-ownership. They have purchased homes that are within their means. Their homes are older, and townhomes and duplexes are not uncommon. Many of these families are two-income married couples approaching retirement age; they are comfortable in their jobs and their homes, budget wisely, but do not plan on retiring anytime soon or moving. Neighborhoods are well established, as are the amenities and programs that supported their now independent children through school and college. The appeal of these kid-friendly neighborhoods is now attracting a new generation of young couples.
- **Family Foundations (5.8% of 2023 Households):** Family and faith are the cornerstones of life in these communities. Older children, still living at home, working toward financial independence, are common within these households. Neighborhoods are stable: little household growth has occurred for more than a decade. Many residents work in the health-care industry or public administration across all levels of government. Style is important to these consumers, who spend on clothing for themselves and their children as well as on smartphones.



Sports and Leisure Market Potential

Sports and leisure market potential data provides insight into how people spend their time and what they value in a geographic area.

Based on data from Esri, the adjacent table summarizes the number of estimated adults or households in an area that are expected to engage in a certain activity or their level of commitment within a 30-minute drive time from the center of Baltimore.

The Market Potential Index (MPI) measures the relative likelihood of the adults or households in the geographic area to exhibit certain behavior compared to the U.S. population. A MPI of 100 represents the U.S. average.

Of the categories directly related to soccer, all but the MLS Soccer Super Fan had a MPI above that of the U.S. population. Within this geographic area, 76,796 adults or households are expected to watch MLS on TV and the MPI at 108 is 8% higher than the U.S. average. The overarching interest in soccer exceeds that of the U.S. which can indicate a favorable market.

In addition, nearly the same number of households are expected to watch the U.S. Men's Soccer National Team and the U.S. Women's Soccer National Team which is consistent with the increased popularity of women's soccer. Recent research from NRG cited that the National Women's Soccer League (NWSL) ranked highest in momentum compared to all other sports brands, including men's sports.

| Sports and Leisure Market Potential 30-Minute Drive Time | | | |
|--|-------------------------------|------------|-----|
| Product/Consumer Behavior | Expected Number Of Adults/HHs | Percentage | MPI |
| Watched Sports on TV | 894,796 | 60.9% | 99 |
| Watched International Soccer on TV | 90,254 | 6.1% | 106 |
| Watched World Cup Soccer on TV | 88,586 | 6.0% | 112 |
| Watched MLS Soccer on TV | 76,796 | 5.2% | 108 |
| Watched U.S. Men's Soccer National Team on TV | 57,684 | 3.9% | 110 |
| Watched U.S. Women's Soccer National Team on TV | 55,842 | 3.8% | 111 |
| Participated in Soccer/12 Mo | 47,931 | 3.3% | 104 |
| Intl Soccer Super Fan(10-10 on 10 Scale) | 35,246 | 2.4% | 105 |
| MLS Soccer Super Fan (10-10 on 10 Scale) | 16,613 | 1.1% | 96 |

Notes: MPI denotes Market Potential Index.

Sorted by expected number of adults/households.

Source: Esri.

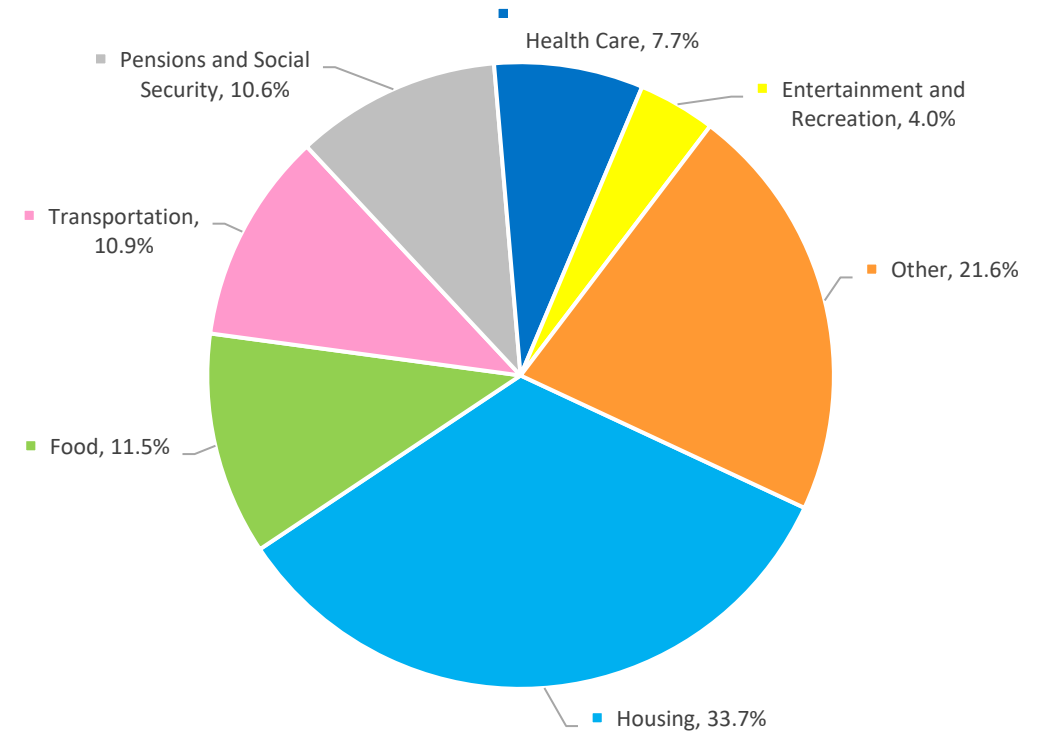
Household Budget Expenditures

The adjacent graphic illustrates the percentage of budget for households within a 30-minute drive time of the City Center spent on various items. Outside of essential items such as housing, food, transportation and health care, entertainment and recreation accounts for the highest percentage of spending. Items ranking lower than entertainment and recreation are within the "Other" category, including household furnishings, household operations, apparel and services, education, personal care products and services, and support payments/cash contributions/ gifts of kind.

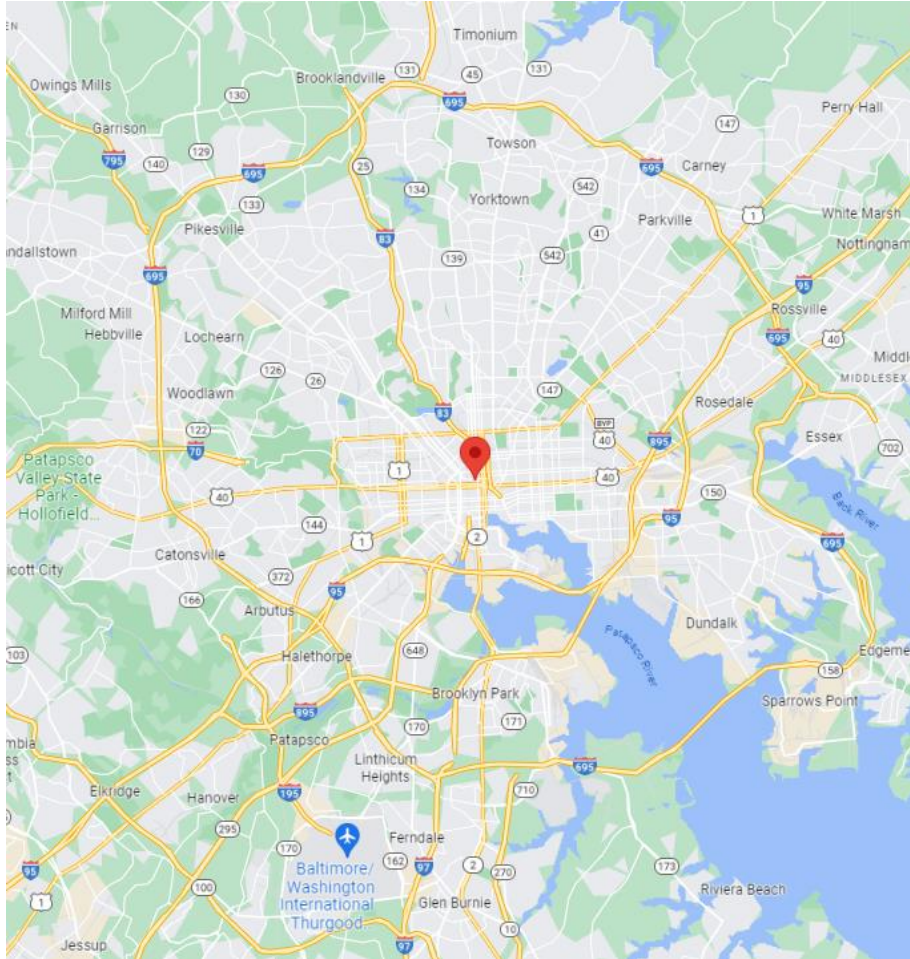
Esri's Spending Potential Index (SPI) is household based and represents the amount spent for products or services relative to a national average of 100. According to Esri, entertainment and recreation has a SPI of 106, suggesting households within a 30-minute drive time spend more on entertainment and recreation than the average U.S. household.



2023 Household Budget Expenditures (30-Minute Drive Time)



Transportation Access



Ease of access to a market for attendees is one factor that sports organizers/event promoters consider when selecting a location and venue to host their event. Baltimore has excellent highway access and is accessible via multiple interstates including I-95, I-695, I-195, I-97, I-70, and I-83.

In addition to ride share and taxi services, there are several public transportation options in Baltimore including the Baltimore Water Taxi, the Charm City Circulator and the Maryland Transit Administration (MTA) Bus System. MTA also operates the Metro Subway Link and Light RailLink which runs north and south between Baltimore/Washington International Thurgood Marshall Airport (BWI), Glen Burnie and Hunt Valley.

BWI is about a 30-minute drive from the center of Baltimore. In 2022, BWI had approximately 11.2 million enplanements which the Federal Aviation Administration defines as domestic, territorial, and international passengers who board an aircraft in scheduled and non-scheduled service of aircraft.



Source: BWI and MTA's websites

Area Employment Base

The composition of an area's employment by industry is a consideration when targeting various events and/or seeking advertising and sponsorship opportunities at the proposed new stadium. A broad workforce distribution helps lessen a community's dependency on support from any single industry segment. Employment diversification helps a local economy withstand economic downturns due to dependency upon one industry; should one industry fail, there are others upon which the local economy can rely.

While Baltimore offers employment in various industries, the services industry comprises more than 50% of total jobs in both the City and within a 30-minute drive time.

The number and type of firms in the area can play a role in securing facility advertising/sponsorship and selling premium seating at the proposed new stadium.

Government is a principal employer within the City with 46% of the working population employed in some type of government position. The private sector represents 54% of the workforce, which is primarily concentrated in healthcare and education.

| 2023 Employed Population 16+ by Industry | | | | |
|--|-------------------|-------------|----------------------|-------------|
| Industry | City of Baltimore | | 30-Minute Drive Time | |
| | Total Jobs | % of Total | Total Jobs | % of Total |
| Services | 158,874 | 56.8% | 508,214 | 53.4% |
| Retail Trade | 23,216 | 8.3% | 88,509 | 9.3% |
| Public Administration | 22,936 | 8.2% | 89,461 | 9.4% |
| Transportation/Utilities | 20,698 | 7.4% | 61,861 | 6.5% |
| Finance/Insurance/Real Estate | 16,782 | 6.0% | 61,861 | 6.5% |
| Manufacturing | 14,265 | 5.1% | 54,248 | 5.7% |
| Construction | 13,985 | 5.0% | 52,344 | 5.5% |
| Information | 5,035 | 1.8% | 17,131 | 1.8% |
| Wholesale Trade | 3,636 | 1.3% | 16,179 | 1.7% |
| Agriculture/Mining | 839 | 0.3% | 2,855 | 0.3% |
| Total | 279,708 | 100% | 951,711 | 100% |

Note: Sorted in descending order by total jobs in the City of Baltimore.

Source: Esri.

| Baltimore City - Principal Employers | | | |
|---|----------------|-------------|------------|
| Employer | Employees | % of Total | Industry |
| Government | 71,904 | 46% | |
| State | 36,995 | 23% | Government |
| Other Government Authority | 23,752 | 15% | Government |
| Federal | 11,157 | 7% | Government |
| Private | 86,095 | 54% | |
| John Hopkins Hospital and Health System | 20,845 | 13% | Healthcare |
| John Hopkins University | 18,600 | 12% | Education |
| University of Maryland Medical System | 11,450 | 7% | Healthcare |
| University System of Maryland | 8,965 | 6% | Education |
| MedStar Health | 6,175 | 4% | Healthcare |
| LifeBridge Health - Sinai | 5,315 | 3% | Healthcare |
| Amazon.com | 4,500 | 3% | Retail |
| Mercy Health Services | 4,030 | 3% | Healthcare |
| St. Agnes HealthCare | 3,265 | 2% | Healthcare |
| Exelon / Constellation Energy / BGE | 2,950 | 2% | Utilities |
| Total | 157,999 | 100% | |

Note: Sorted in descending order by number of employees.

Source: City of Baltimore 2022 Comprehensive Annual Financial Report

Supply of Area Facilities

There are multiple outdoor sports facilities in the Baltimore area with varying seating capacities. Factors such as size, program elements, configuration, age, market focus and date availability impact how competitive area facilities may be to the proposed new soccer stadium. For instance, stadiums such as M&T Bank Stadium, SECU Stadium and Navy-Marine Corps Memorial Stadium would generally not compete with the proposed new soccer stadium given their significant larger seating capacities.

As part of the market overview, the table below profiles the primary outdoor stadiums/fields in the Baltimore area with a seating capacity between 3,000 and 12,000 that host soccer and/or other similar event activity like lacrosse or rugby that is envisioned to be held at the proposed new stadium. The profiled list of facilities is not meant to be an all-inclusive inventory.

Other than the Maryland SoccerPlex, the other profiled facilities are affiliated with institutions of higher learner which typically limits scheduling and date availability for other users.

| Select Area Outdoor Stadiums - Seating Capacity Between 3,000 and 12,000 | | | |
|--|------------------|---|--|
| Facility Name | Seating Capacity | Primary Tenant | Primary Uses |
| Johnny Unitas Stadium | 11,198 | Towson University | Collegiate Football & Lacrosse |
| Hughes Stadium | 10,000 | Morgan State University | Collegiate Football |
| Homewood Field | 8,500 | Johns Hopkins University | Collegiate Soccer, Lacrosse, Field Hockey, & Football, Premier League Lacrosse |
| Ludwig Field | 7,000 | University of Maryland | Collegiate Soccer |
| Ridley Athletic Complex | 6,000 | Loyola University | Collegiate Soccer & Lacrosse |
| Maryland SoccerPlex | 5,000 | Major League Rugby* | Soccer, Lacrosse, Rugby |
| UMBC Stadium | 4,000 | University of Maryland, Baltimore County | Collegiate Lacrosse |
| UMBC Retriever Soccer Park | 3,000 | University of Maryland, Baltimore County | Collegiate Soccer |
| CCBC Essex Stadium | 3,000 | Community College of Baltimore County - Essex | Collegiate Soccer & Lacrosse |

Notes: * Scheduled to begin play in the 2024 season.

Sorted in descending order by capacity.

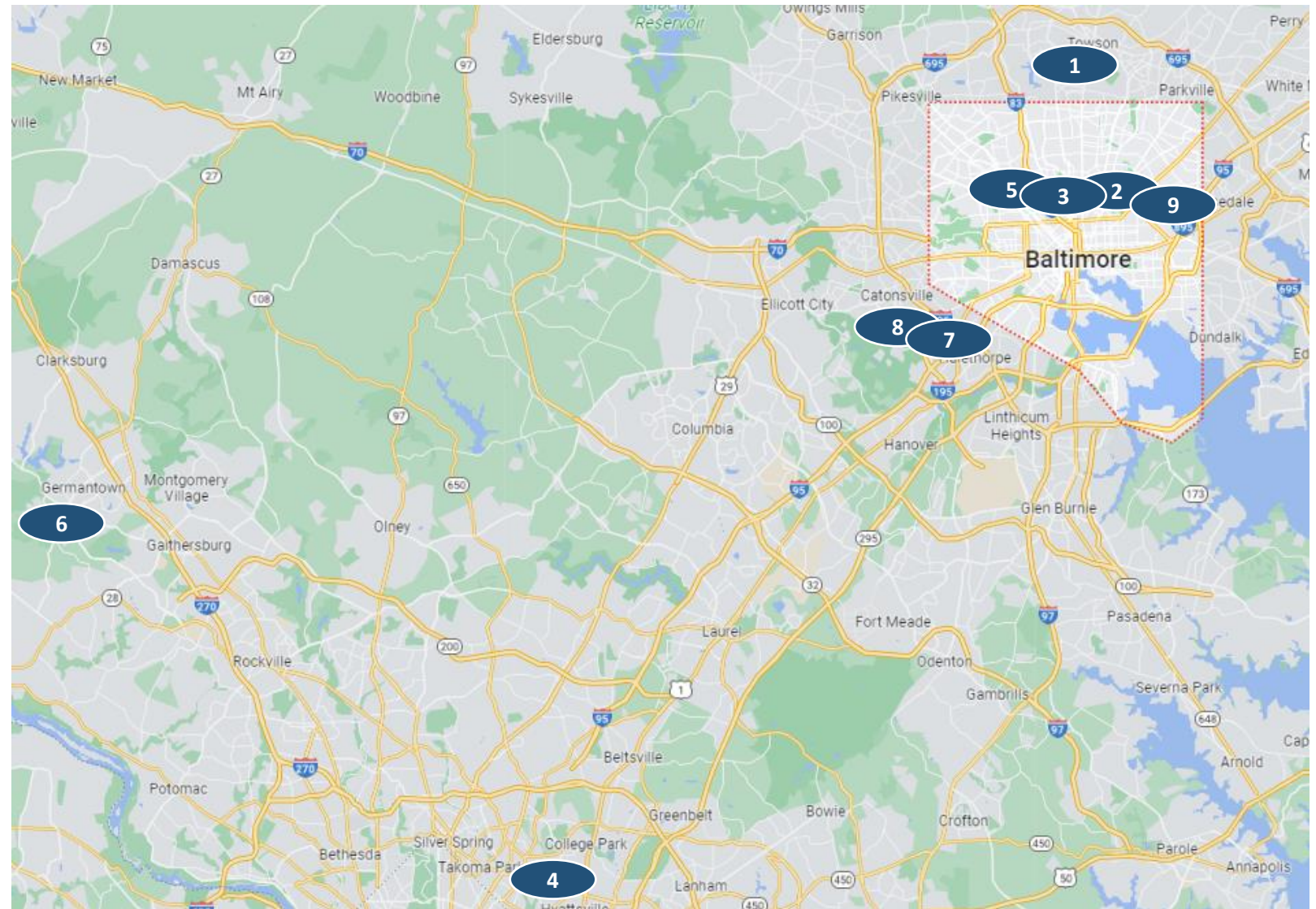
Sources: Facility websites; other research.

A map depicting the location of each profiled facility is provided on the next page.

Supply of Area Facilities (cont'd)

Map of Area Facilities

| | |
|---|----------------------------|
| 1 | Johnny Unitas Stadium |
| 2 | Hughes Stadium |
| 3 | Homewood Field |
| 4 | Ludwig Field |
| 5 | Ridley Athletic Complex |
| 6 | Maryland SoccerPlex |
| 7 | UMBC Stadium |
| 8 | UMBC Retriever Soccer Park |
| 9 | CCBC Essex Stadium |

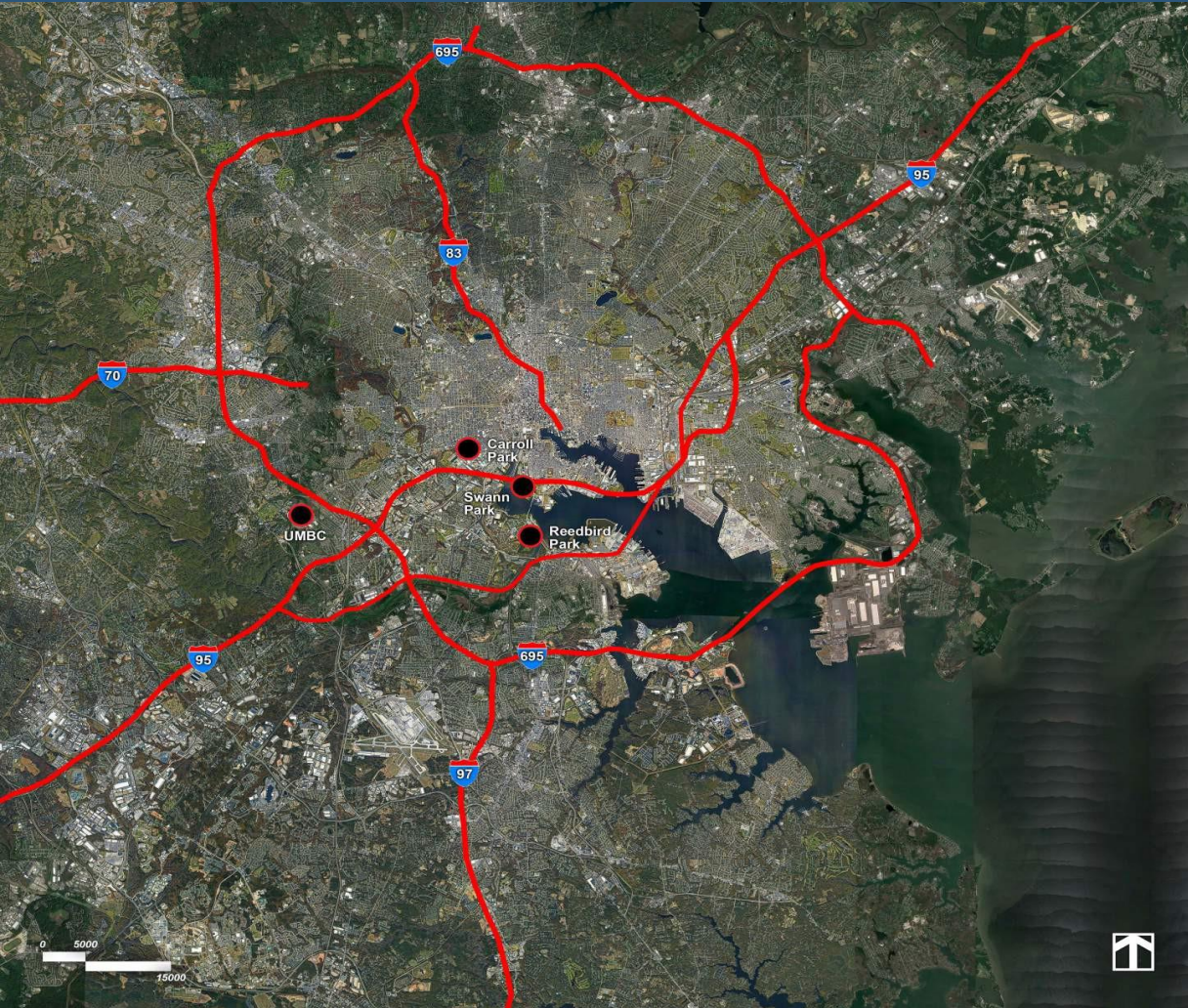


3. Site Fit Analysis



MLS
NEXT
ØPRO

Site Fit Analysis - Overview



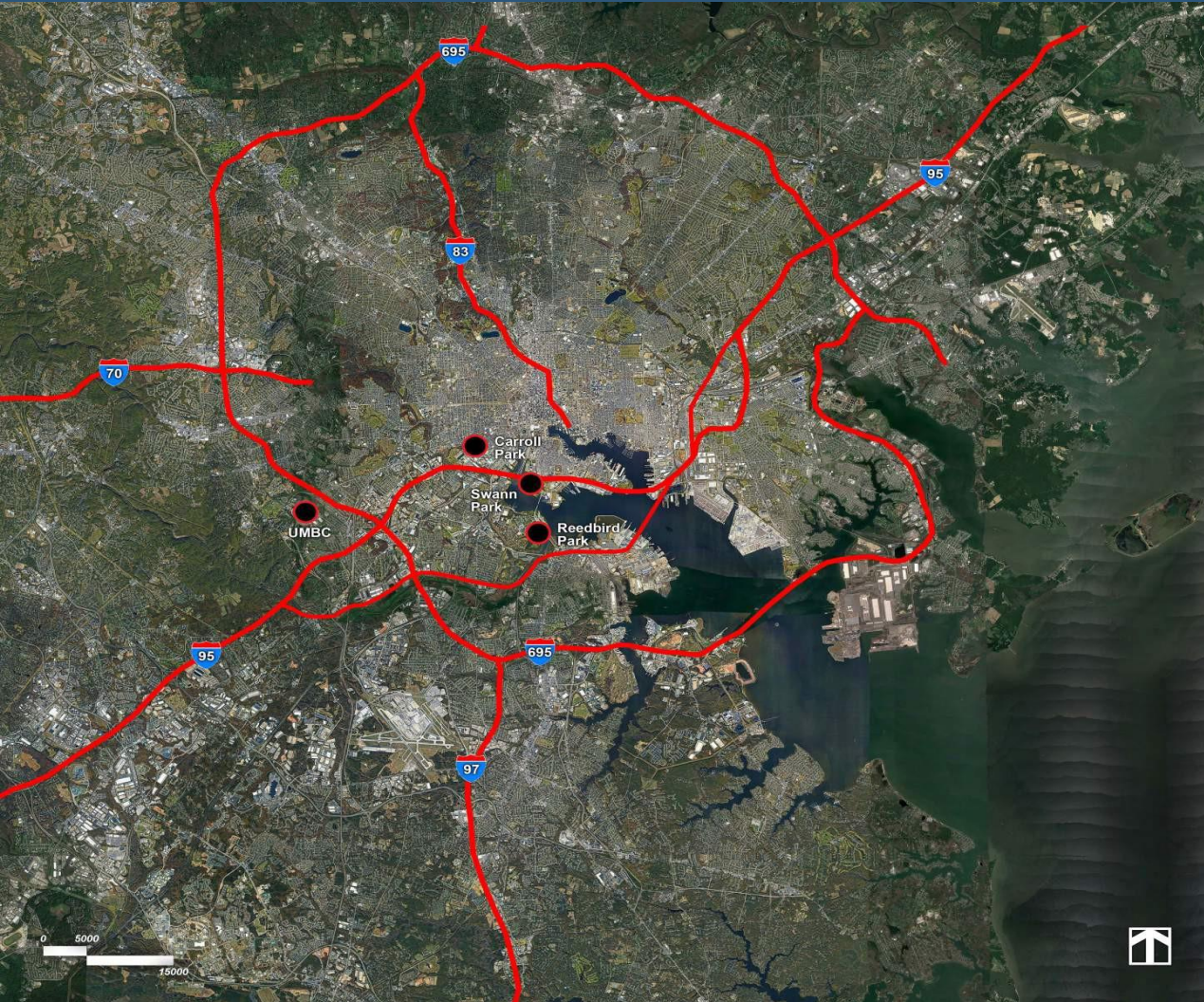
As part of their collective strategic planning efforts, Populous, a global architectural design firm, was tasked with conducting a site fit analysis for the proposed new soccer stadium to be located in Baltimore, Maryland. Four sites were identified by D.C. United and analyzed for their overall appropriateness to accommodate the development of a new stadium to serve as home to the D.C. United's developmental club, as well as to host other sports, entertainment and community activities. Three of the sites, the Carroll Park Site, the Swann Park Site and the Reedbird Park Site are located proximate to one another along the southwest edge of the downtown Baltimore urban core, while the fourth site, the UMBC Site, occurs just beyond the I-695 loop in the southwest portion of the Baltimore metropolitan area.

Program Assumptions

The new MLS NEXT Stadium is assumed to have a capacity of 7,500 patrons, expandable to 10,000. A soccer stadium of this type will typically occupy a footprint of approximately 7 acres. Based on the fact that all the sites are remote from Baltimore's existing light rail and subway system, it is further assumed that 90% of fans will be driving to stadium events, with the other 10% potentially utilizing alternative forms of transportation such as rideshare, bus transit and bicycle. For the purpose of this study, it is assumed that a preliminary ratio of three fans per car is appropriate. This ratio results in the need for 2,250 parking spaces to accommodate anticipated event day parking demand. This quantity of surface parking will likely require 18 Acres +/- . It is generally desirable for the majority of fan parking to occur within a 1/4 mile to 1/2 mile radius from the stadium, which equates to a 5-10 minute walk. It is reasonable to assume that some portion of the available parking can occur up to 3/4 of a mile away from the stadium, equating to a 15-minute walk, but that distance will likely be perceived as excessive for many fans. Should the stadium expand to a capacity of 10,000 patrons, the required parking program would expand accordingly to 3,000 spaces, an increase of 750 spaces. Additionally, a full-sized practice soccer pitch is to be located on the Site, requiring an additional 2 Acres +/- .

Site Location and Context Plan

Site Fit Analysis - Methodology



A Site Evaluation Matrix was utilized to evaluate and compare the various characteristics and features of the four Sites included in the study. Four basic groupings of criteria were developed with a series of subcategories for each grouping. These groupings and subcategories included the following:

Physical Site Factors

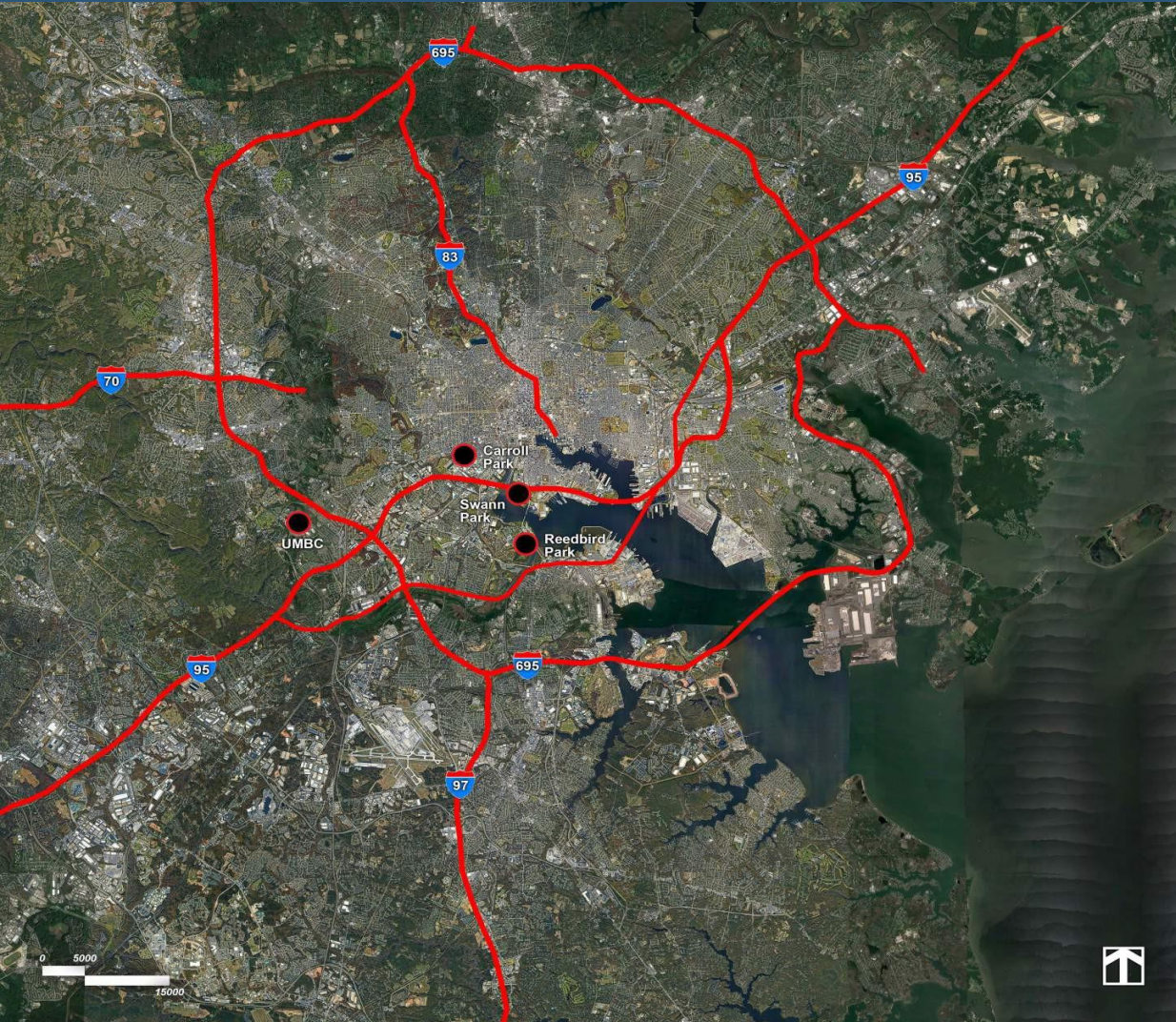
- Site Size and Configuration to accommodate the stadium and a practice pitch
- Ability of Site to accommodate future stadium expansion and parking
- Topography
- Adequacy/proximity of existing utility infrastructure
- Conflicts with existing utility infrastructure
- Need for off-Site infrastructure improvements (sidewalks/streets other infrastructure)
- Environmental remediation required
- Site readiness to build (prep/clearing/demo required)

Site Procurement

- Property ownership/quantity of properties to assemble

Site Location and Context Plan

Site Fit Analysis - Methodology (cont'd)



Site Location and Context Plan

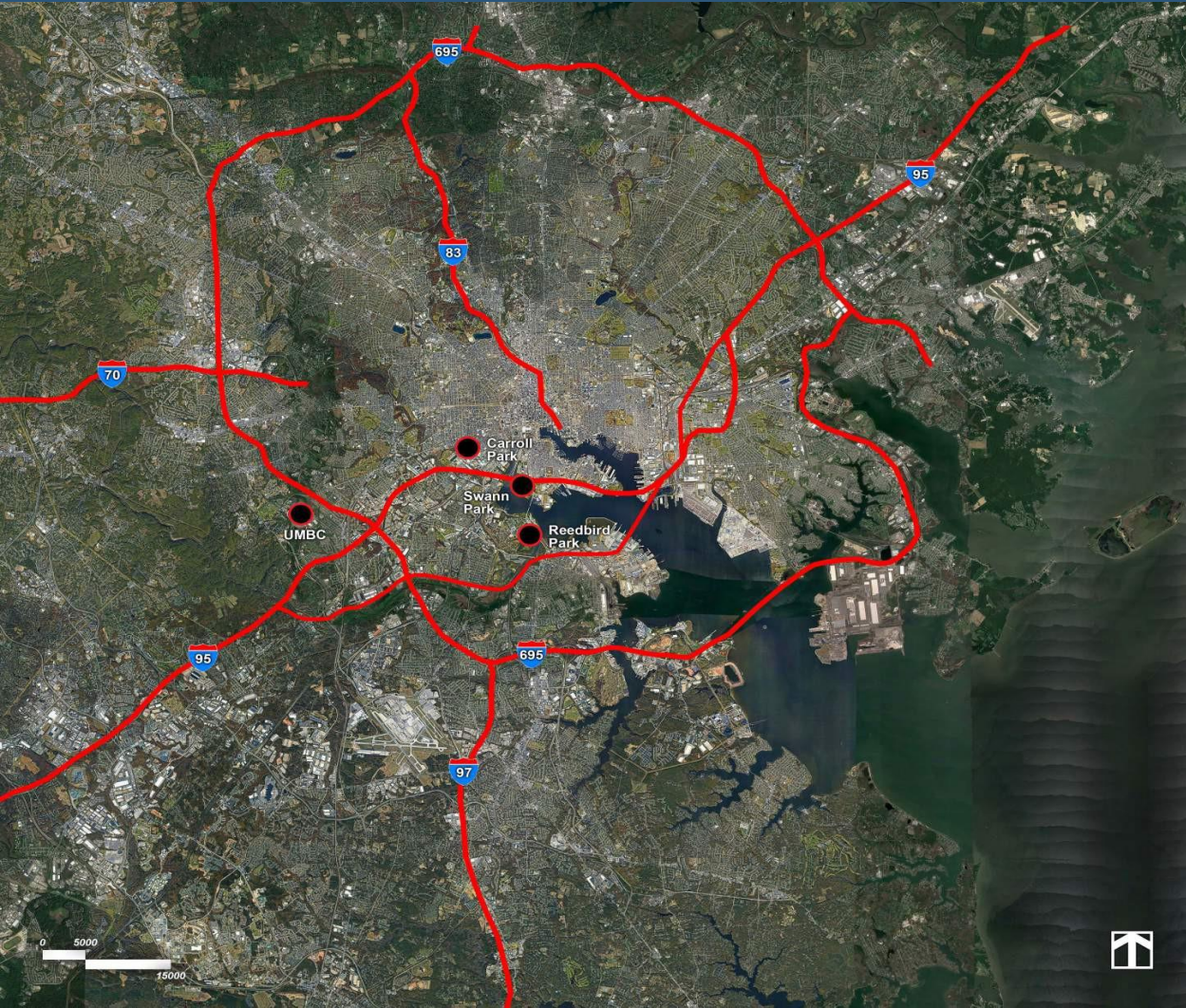
Vehicular Access/Parking/Pedestrian Access

- Vehicular access to parking
- Pedestrian access from stadium to parking
- Proximity to available public parking within a 3/4 Mile radius (1/4 - 1/2 Mile preferred)
- Ability to accommodate VIP parking on-site
- Ability to provide required parking on-site (assuming public parking inventory is inadequate)
- Potential for scheduling conflicts/competition for parking
- Access to existing public transit

Urban Design Issues

- Proximity to existing development districts/civic amenities/places of value
- Potential catalyst for development
- Visibility/civic image/community presence
- Compatibility with adjacent land uses

Site Fit Analysis - Methodology (cont'd)



Weighting Characterizations:

1. Some Benefit
2. Important
3. Critical

Each subcategory was then assigned a raw score as it pertained to each of the four sites. The raw score options were characterized as Excellent (5), Good (4), Average (3), Below Average (2), and Poor (1). The weighted multiplier was then multiplied by the raw score to attain a final score for each subcategory. Final scores for each subcategory totaling 10-15 are highlighted in green on the matrix, and represent significant strengths for a particular site, while final scores for each subcategory totaling 1-5 are highlighted in red, and represent significant challenges for a particular site.

Summary/Conclusion

Each of the four sites analyzed offered a wide range of strengths and challenges when compared to the other sites in the study. The final ranking and associated scoring for each site are as follows:

- | | |
|-------------------|--------------------|
| 1st (156 points): | Carroll Park Site |
| 2nd (149 points): | Reedbird Park Site |
| 3rd (129 points): | Swann Park Site |
| 4th (124 points): | UMBC Site |

Site Location and Context Plan

Site Evaluation Matrix

| D.C. United MLS NEXT Pro Soccer Stadium Study | | Weight Factor | Carroll Park Site | Reedbird Park Site | Swann Park Site | UMBC Site | | Carroll Park Site | Reedbird Park Site | Swann Park Site | UMBC Site |
|---|---|-----------------|-------------------|--------------------|-----------------|------------|------------------|-------------------|--------------------|-----------------|-----------|
| CATEGORY | CRITERIA | | | | | | WEIGHTING FACTOR | | | | |
| Physical Site Factors | Site Size and Configuration (Stadium & Practice Pitch) | 3 | 12 | 12 | 9 | 3 | 3 Critical | 4 | 4 | 3 | 1 |
| | Ability of Site to Accommodate Future Stadium Expansion | 3 | 15 | 15 | 6 | 3 | 2 Important | 5 | 5 | 2 | 1 |
| | Topography | 2 | 6 | 6 | 8 | 6 | 1 Some Benefit | 3 | 3 | 4 | 3 |
| | Adequacy/Proximity of Existing Utility Infrastructure | 2 | 6 | 6 | 6 | 6 | | 3 | 3 | 3 | 3 |
| | Conflicts With Existing Utility Infrastructure | 2 | 8 | 6 | 4 | 8 | SCORING | 4 | 3 | 2 | 4 |
| | Need For Off-Site Improvements (Sidewalks/Streets/Other Infrastructure) | 2 | 4 | 4 | 4 | 6 | | 2 | 2 | 2 | 3 |
| | Environmental Remediation/Flood Plain | 2 | 6 | 6 | 2 | 8 | 5 Excellent | 3 | 3 | 1 | 4 |
| | Site Readiness To Build (Prep/Clearing/Demo Required) | 2 | 8 | 8 | 8 | 6 | 4 Good | 4 | 4 | 4 | 3 |
| | Subtotal | | 65 | 63 | 47 | 46 | 3 Average | | | | |
| | | | | | | | 2 Below Average | | | | |
| Site Procurement | Property Ownership/Quantity of Properties to Assemble | 3 | 15 | 15 | 15 | 9 | 1 Poor | 5 | 5 | 5 | 3 |
| | Subtotal | | 15 | 15 | 15 | 9 | | | | | |
| Vehicular Access/ Parking/Pedestrian Access | Vehicular Access to Parking | 3 | 6 | 3 | 9 | 15 | | 2 | 1 | 3 | 5 |
| | Pedestrian Access to Parking from Stadium | 3 | 12 | 12 | 3 | 9 | | 4 | 4 | 1 | 3 |
| | Availability of Public Parking 3/4 Mile Radius (1/4 - 1/2 Mile Preferred) | 2 | 2 | 2 | 2 | 10 | | 1 | 1 | 1 | 5 |
| | Ability to Accommodate VIP Parking On-Site (1/8 Mile or Closer) | 2 | 10 | 10 | 2 | 2 | | 5 | 5 | 1 | 1 |
| | Ability To Provide Required Parking (Assuming Public Inventory Inadequate) | 3 | 12 | 12 | 3 | 9 | | 4 | 4 | 1 | 3 |
| | Potential For Scheduling Conflicts/Competition for Parking | 2 | 10 | 10 | 6 | 2 | | 5 | 5 | 3 | 1 |
| | Access To Alternative Transportation/Public Transit | 2 | 6 | 6 | 2 | 2 | | 3 | 3 | 1 | 1 |
| | | Subtotal | | 58 | 55 | 27 | 49 | | | | |
| Urban Design Issues | Proximity to Existing Development Districts/Civic Amenities/Places of Value | 2 | 4 | 4 | 10 | 4 | | 2 | 2 | 5 | 2 |
| | Potential Catalyst for Development | 2 | 4 | 4 | 10 | 4 | | 2 | 2 | 5 | 2 |
| | Visibility/Civic Image/Community Presence | 2 | 4 | 4 | 10 | 4 | | 2 | 2 | 5 | 2 |
| | Compatibility With Adjacent Land Uses | 2 | 6 | 4 | 10 | 8 | | 3 | 2 | 5 | 4 |
| | | Subtotal | | 18 | 16 | 40 | 20 | | | | |
| | TOTALS | | 156 | 149 | 129 | 124 | | | | | |

Site Fit Analysis - Carroll Park Site



Physical Site Factors

The Carroll Park Site is approximately 67 acres in size and is located approximately two (2) miles southwest of the center of Downtown Baltimore. The Site is currently occupied by the Carroll Park Golf Course, a nine-hole executive course owned by the City of Baltimore. The Site is bordered on the south by the I-95 Corridor and Washington Boulevard, on the west by the Gwynns Falls stream, on the north by the CSX/B&O Railroad line, and on the east by privately owned commercial/warehouse uses.

The Site is large enough to accommodate the primary program elements (stadium/parking/practice pitch) and should be able to accommodate future expansion. Required environmental remediation for the site is unknown at this time. The Site has been a golf course since 1923, however it is not known what uses may have occupied the Site prior to that time. Site demolition would be minimal for this site as the only existing structures are those directly associated with the golf course.

Utilities

Due to the developed nature of the adjacent commercial/warehouse site to the east, the existing utility infrastructure is likely adequate to accommodate the stadium as currently programmed. Based on information received from the City of Baltimore, there appears to be existing storm sewer (pink), domestic water (blue), and sanitary sewer (yellow) available in the Washington Boulevard (Blvd) right of way (ROW), although sizes were not indicated in the information provided. It is anticipated that stormwater will need to be managed on-site in some capacity prior to being released into the City system or Gwynns Falls. The Site should be adequately sized to accommodate a storm water management facility if needed. There appears to be an existing sanitary sewer line and an existing storm water line emanating from the adjacent property to the east through the Site. Additional information will need to be obtained to determine the continued need for these lines or if they are able to be abandoned.

Site Fit Analysis - Carroll Park Site (cont'd)



Topography

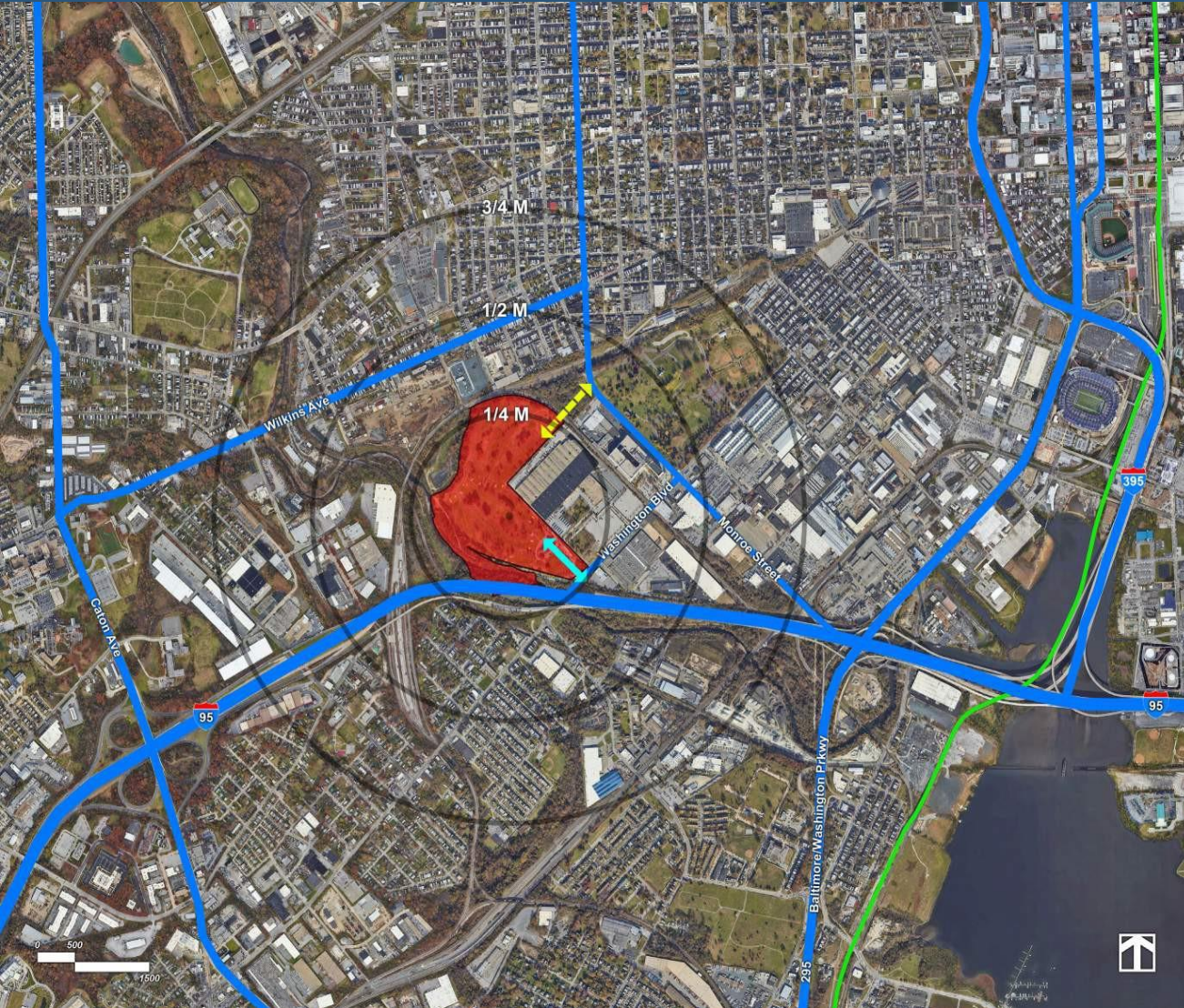
The Site's high point currently occurs in its northern portion at approximate Elevation 70, and slopes south approximately 40' to the Gwynns Falls watershed. Although the Site's overall topography is pronounced, the topography where the stadium and associated parking would likely be located (between the Gwynns Falls stream and the adjacent eastern property) is relatively flat and should not present a significant challenge.

The 100-year flood plain (shown in blue hatch) associated with Gwynns Falls imposes on the Site's western edge but should leave plenty of remaining room to develop the stadium and associated parking without triggering U.S. Army Corps of Engineers intervention.

Site Assembly/Procurement

The Site is owned by the City of Baltimore.

Site Fit Analysis - Carroll Park Site (cont'd)

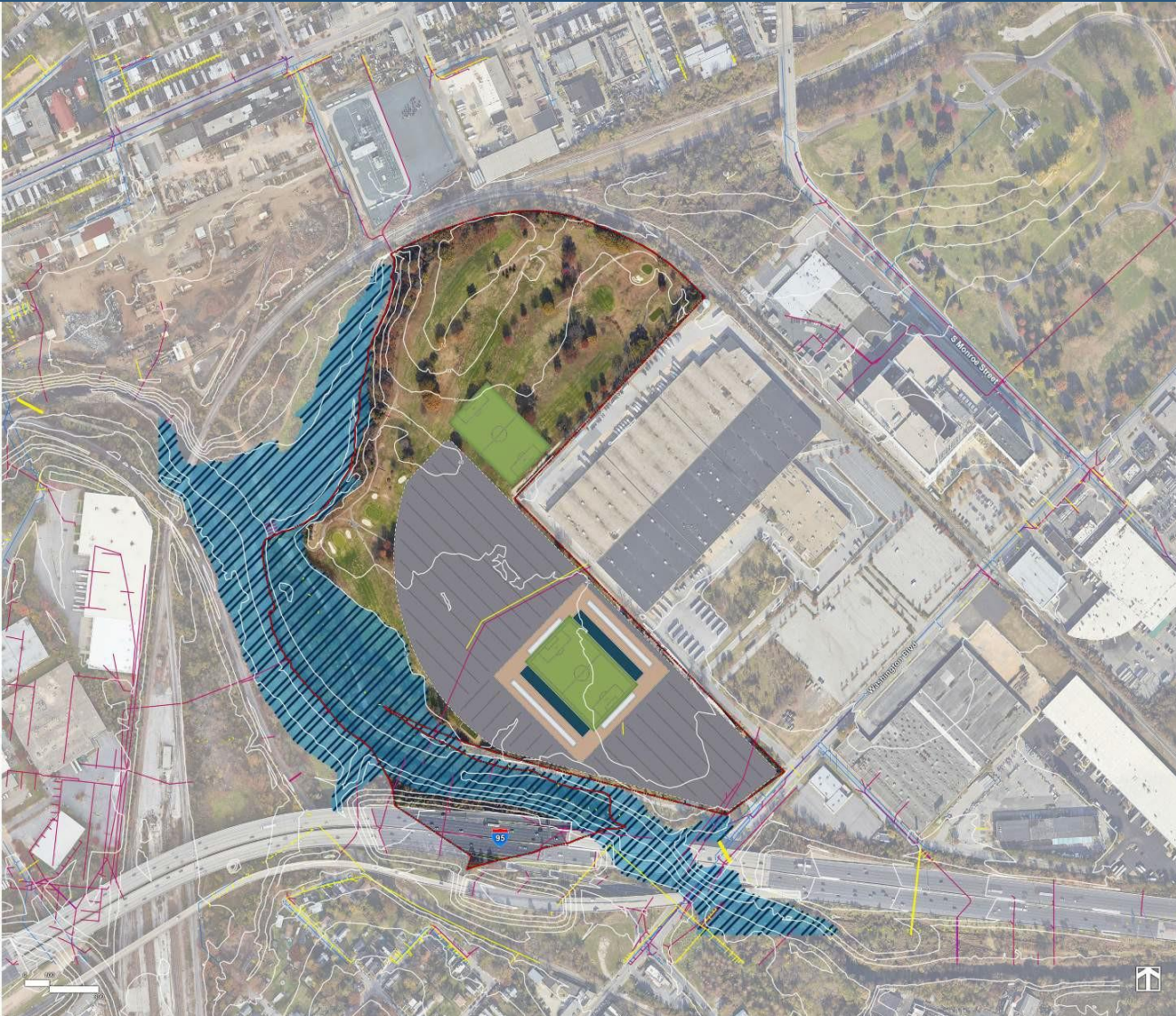


Parking/Vehicular & Pedestrian Access

Primary regional vehicular access to the Carroll Park Site currently occurs via the Washington Blvd exit from northbound I-95. The Site can also be accessed regionally from Washington Blvd via Monroe Street-295/BW Parkway/Russell Street. Washington Blvd bordering the Site to the south represents the only local/surface street currently accessing the Site. With less than 300' of Site frontage on Washington Blvd, parking lot access (shown in light blue) will be limited. Additionally, Washington Blvd only has four (4) travel lanes currently, so it should be anticipated that a significant pinch point will occur on Washington Blvd for vehicles entering and leaving the Site before and after events at the stadium. Vehicular congestion will be especially pronounced during post-event vehicular egress. Consideration should be given to widening and improving Washington Blvd to accommodate event traffic should this Site be selected for the new stadium. An additional option might involve providing a second vehicular Site access point (shown in yellow) at the northeast corner of the Site from Monroe Street. Unfortunately, this would require the implementation of a railroad crossing which will require permission from the railroad. This process is historically time consuming and complicated and is often unsuccessful. There is no public parking currently located within 1/2 mile of the Site so all parking would need to be contained on the Site.

Alternative transportation modes to the Site include the existing light rail line (shown in green), which occurs east of the Site at a distance in excess of one (1) mile, so few if any fans would likely find it useful to access the Stadium. The MTA Bus route occurs along Monroe Street approximately one-third of a mile east of the Site. Additionally, the Gwynns Falls Trail occurs concurrent with Gwynns Falls, which offers regional bicycle access to the Site.

Site Fit Analysis - Carroll Park Site (cont'd)



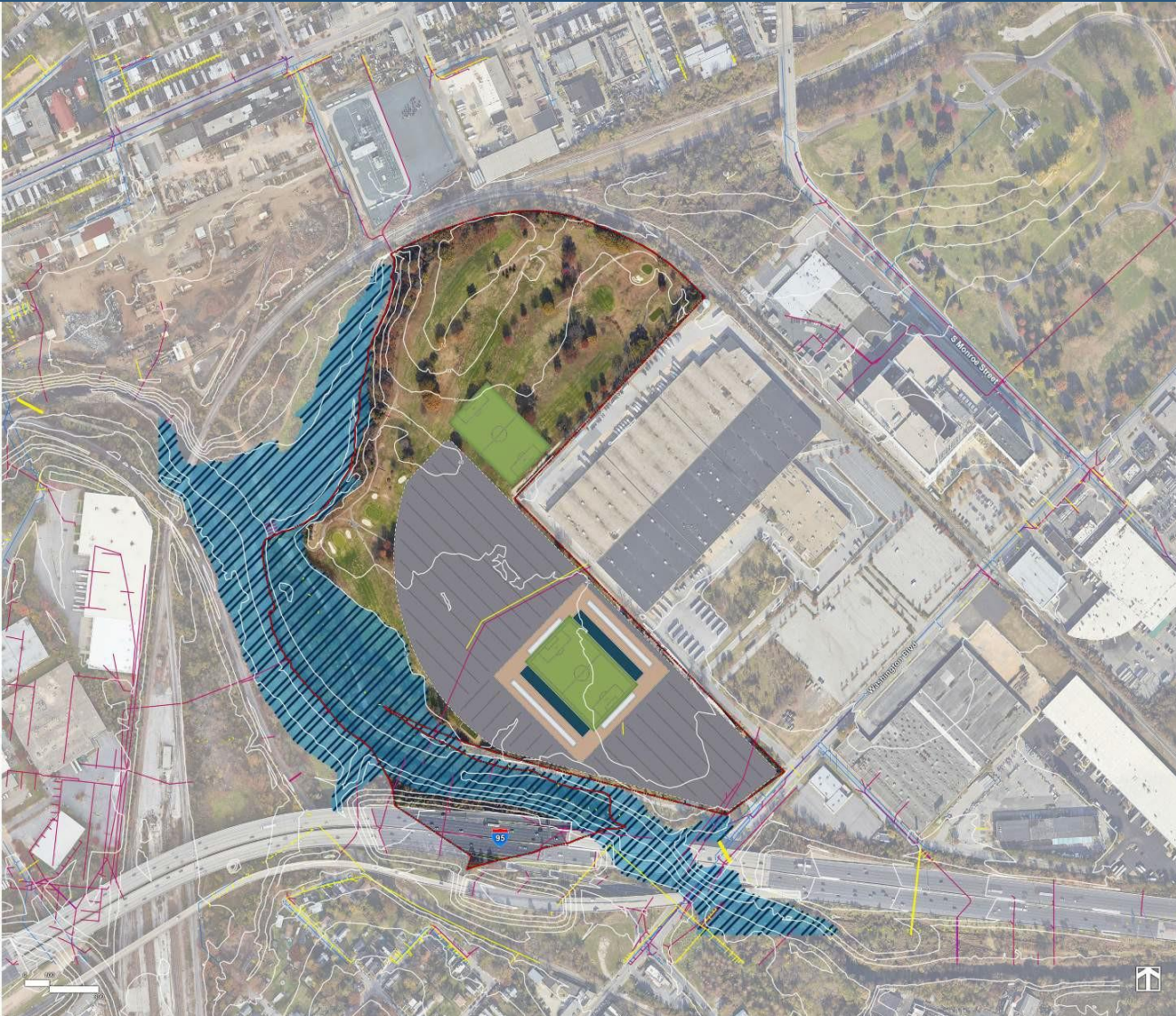
Urban Design Issues

A stadium located on this Site might feel secluded and somewhat isolated due primarily to its adjacent land uses, although the stadium might be visible to traffic on the adjacent elevated I-95 assuming the existing vegetation bordering the interstate were cleared. It is difficult to imagine a stadium on this Site being a meaningful catalyst for additional development based on the island-like nature of the Site, but that could change should the adjacent warehouse property to the east be procured and transformed. Pigtown is a redeveloping district east of the Site that might offer some interesting synergy, but at approximately three-quarters of a mile from the Site to Pigtown's western edge it is beginning to stretch the limits of walkability.

Significant Strengths

- Site Size and Configuration (Stadium & Practice Pitch)
- Ability to Accommodate Future Expansion
- Property Ownership/Assembly
- Pedestrian Access to Parking From Stadium
- Ability to Provide VIP Parking On-Site (1/8 Mile or Closer)
- Ability to Provide Required Parking On-Site
- Scheduling Conflicts/Competition for Parking

Site Fit Analysis - Carroll Park Site (cont'd)



Significant Challenges

Need For Off-Site Improvements

Availability of Public Parking

Proximity to Existing Development Districts/Civic Amenities/Places of Value

Potential Development Catalyst

Visibility/Civic Image/Community Presence

Matrix Score/Rank: 156/1st

Site Fit Analysis - Reedbird Park Site



Physical Site Factors

The Reedbird Park Site is approximately 54 acres in size and is located approximately two and a quarter miles southwest of the center of Downtown Baltimore. The Site is currently undeveloped with the exception of a recycling center occupying the northern corner of the Site. The Site is bordered on the south by the CSX Rail Line, on the west by Reedbird Avenue, on the north by the Middle Branch Fitness and Wellness Center, and on the east by the Patapsco River.

The site is large enough to accommodate the primary program elements (stadium/parking/practice pitch) and should be able to accommodate future expansion. Required environmental remediation for the site is unknown at this time. Site demolition would be minimal for this site as the only existing structures are those directly associated with the recycling center.

Utilities

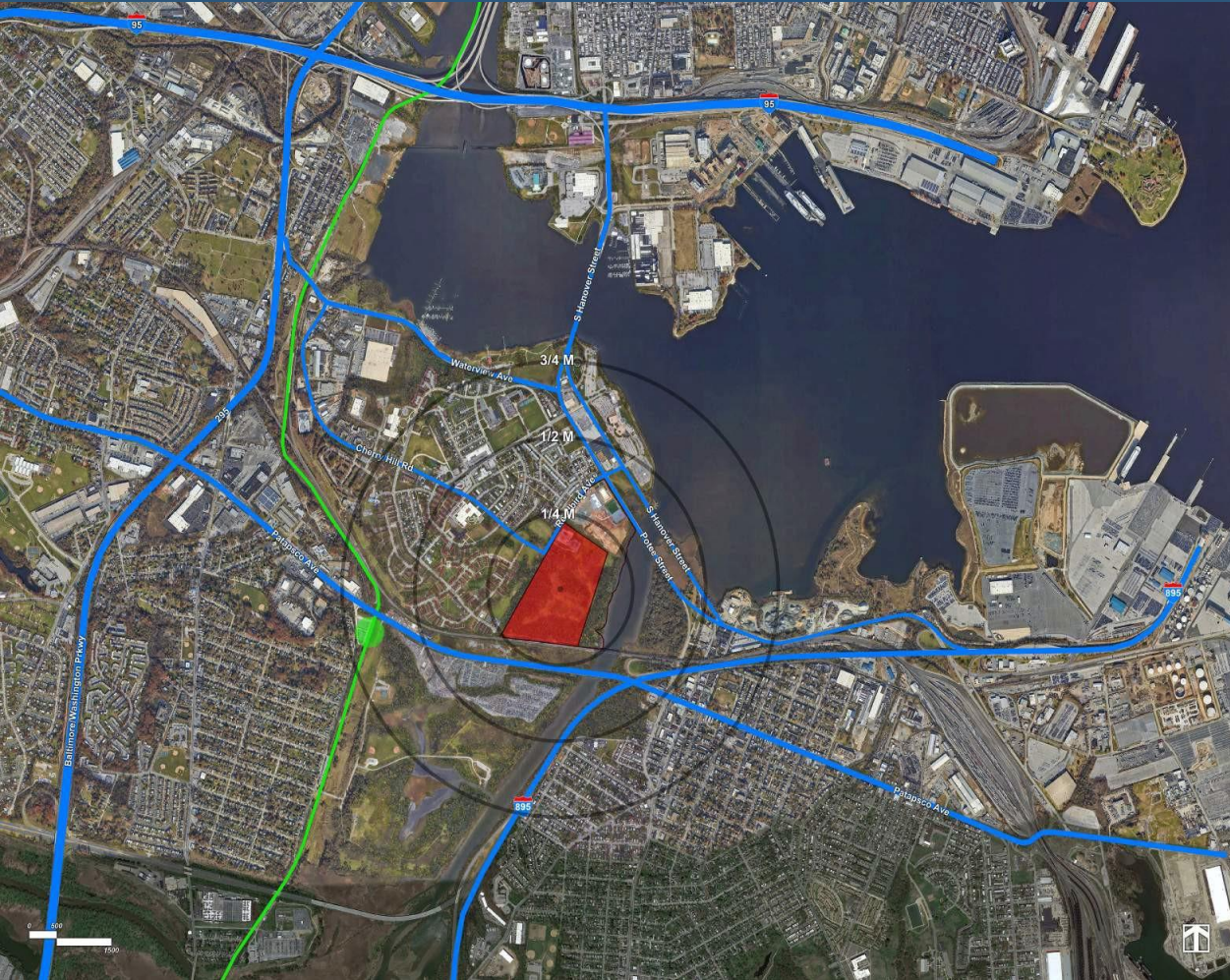
Based on information received from the City of Baltimore, there appears to be existing storm sewer (pink), domestic water (blue), and sanitary sewer (yellow) proximal to the Site, although sizes were not indicated in the information provided. It is anticipated that storm water will need to be managed on-site in some capacity prior to being released into the City system or to the adjacent river. The Site should be adequately sized to accommodate a storm water management facility if needed. An existing storm and an existing sanitary sewer extend from Cherryland Road east to the river. The stadium may be located to avoid these sewers but they may need to be relocated should the stadium footprint conflict with them.

Topography

The site's high point currently occurs in the southern portion of the Site at approximate Elevation 70, sloping to approximate Elevation 20 at the Site's perimeter. Assuming the stadium footprint occurs in the north portion of the Site the existing topography should not pose too significant of a challenge to accommodate the footprint. However, a significant amount of earthwork and re-shaping of the Site will need to occur to accommodate the proposed parking.

The 100-year flood plain (shown in blue hatch) associated with the Patapsco River does not extend into the Site.

Site Fit Analysis - Reedbird Park Site (cont'd)



Site Assembly/Procurement

The site is owned by the City of Baltimore.

Parking/Vehicular & Pedestrian Access

Regional vehicular access to the Reedbird Park Site currently occurs via Hanover Street from the I-95 corridor to the north and via the I-895 corridor to the south. The Site is connected to Hanover Street via Reedbird Avenue. Reedbird Avenue is a narrow, residential-scaled street that is likely undersized to the task of delivering 2,250 cars to the Site for an event. The Site is also connected to the regional transportation network via Cherryland Road, which is also residential-scaled and undersized for the task.

There are currently no public parking resources within a half-mile radius of the Site. Virtually all required parking for a stadium in this location would need to be constructed. There is adequate room on-site to construct the 2,250 spaces required to accommodate the stadium.

Alternative transportation modes to the Site include the existing light rail line and stop (shown in green), which occurs approximately three-quarters of a mile west of the Site. The light rail stop is fairly distant from the Site and there is currently no quality pedestrian infrastructure in place to deliver pedestrians to the Site from the light rail stop. Several MTA Bus stops occur proximal to the Site, and the Gwynns Falls shared use bike trail occurs approximately one-half mile east of the Site.

Site Fit Analysis - Reedbird Park Site (cont'd)



Urban Design Issues

A stadium located on this Site might feel secluded and somewhat isolated due primarily to its adjacent land uses, although positive synergies could occur with the adjacency to the new Middle Branch Fitness and Wellness Center. The traffic generated by a Stadium in this location would not be viewed positively by the adjacent residential neighborhoods. It is difficult to imagine a stadium being a meaningful catalyst for additional development due in part to the cul-de-sac nature of this Site.

Significant Strengths

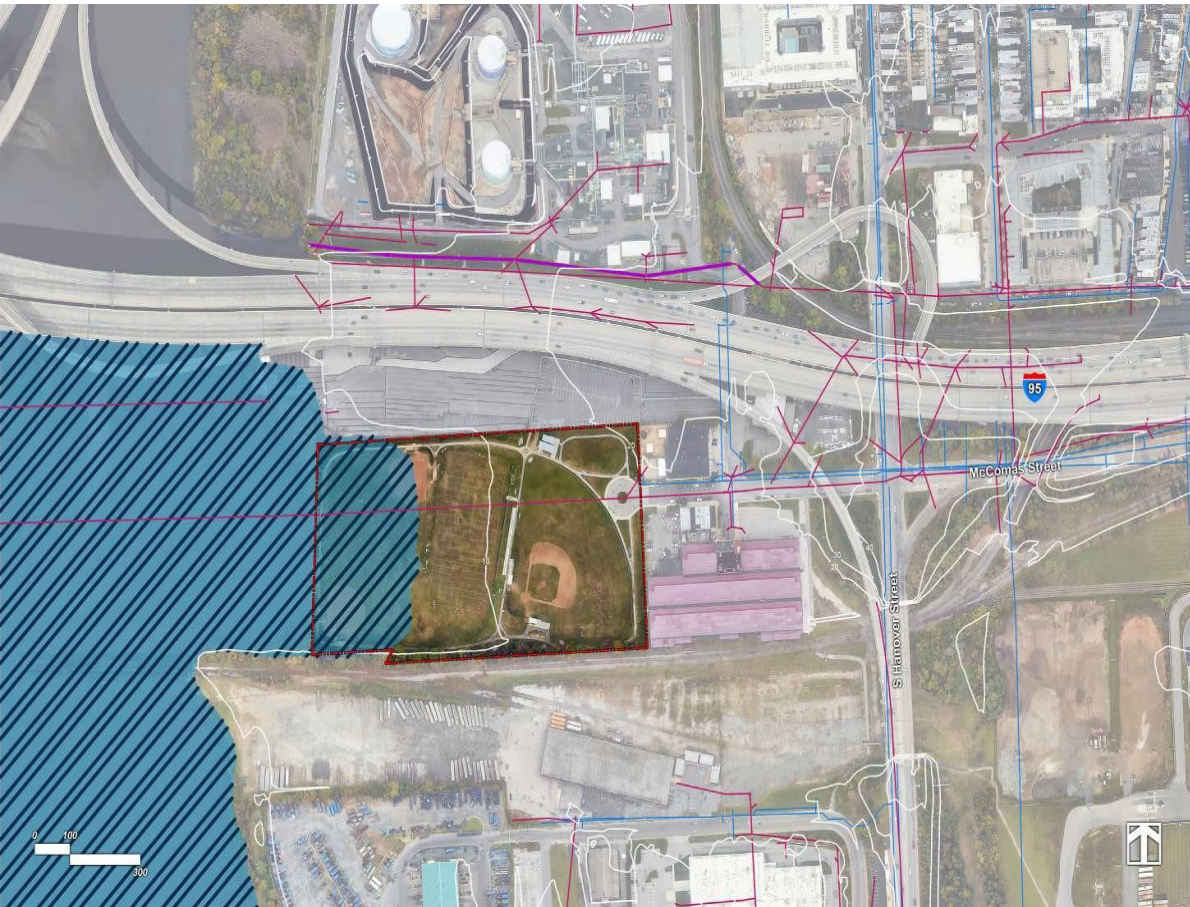
- Site Size and Configuration (Stadium & Practice Pitch)
- Ability to Accommodate Future Expansion
- Property Ownership/Assembly
- Pedestrian Access to Parking From Stadium
- Ability to Provide VIP Parking On-Site (1/8 Mile or Closer)
- Ability to Provide Required Parking On-Site
- Scheduling Conflicts/Competition for Parking

Significant Challenges

- Need For Off-Site Improvements
- Availability of Public Parking
- Proximity to Existing Development Districts/Civic Amenities/Places of Value
- Potential Development Catalyst
- Visibility/Civic Image/Community Presence
- Compatibility With Adjacent Land Uses

Matrix Score/Rank: 149/2nd

Site Fit Analysis - Swann Park Site



Physical Site Factors

The Swann Park Site is approximately 11 acres in size and is located approximately 2 miles south of the center of Downtown Baltimore. The Site is currently occupied by the athletic fields. The Site is bordered on the south by a rail line, on the west by the Patapsco River, on the north by a City-owned paved lot and the I-95 Corridor, and on the east by privately owned industrial/warehouse use.

The site is large enough to accommodate the stadium footprint, but expansion will be difficult due to the restricted north/south dimension of the Site (520' +/-). It may be possible to construct the practice soccer pitch on the Site, but there is no room left on the Site for parking. Required environmental remediation for the site is unknown at this time.

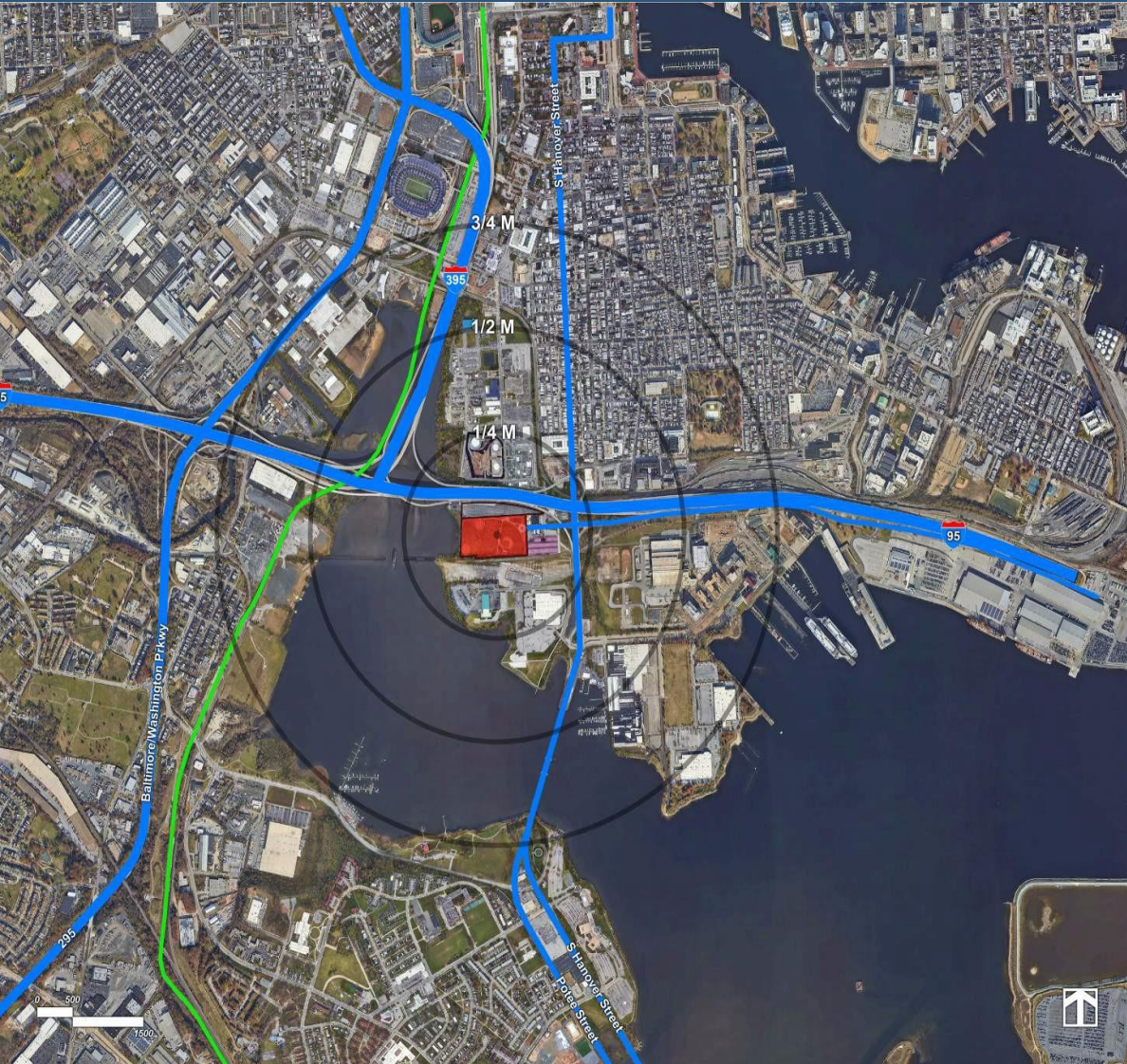
Utilities

Based on information received from the City of Baltimore, there appears to be existing storm sewer (pink), and domestic water (blue), available in the McComas Street ROW, although sizes were not indicated in the information provided. It is assumed that sanitary sewer and electrical are available proximal to the Site due to the developed nature of the properties to the west. There is an existing storm sewer line running through the middle of the Site east to west that may require relocation.

Topography

The Site is relatively flat in nature, with the high point occurring at its eastern edge at approximate Elevation 19, sloping west to an existing sea wall at the water's edge at approximate Elevation 6. The 100-year flood plain infringes significantly into the Site, occupying the western one-third of the Site approximately. It may be possible to construct the practice soccer pitch within the 100-year flood plain (shown in blue hatch) but constructing parking or the soccer stadium in the 100-year flood plain will result in Army Corps of Engineers involvement and significant permitting and remediation requirements.

Site Fit Analysis - Swann Park Site (cont'd)



Site Assembly/Procurement

The site is owned by the City of Baltimore.

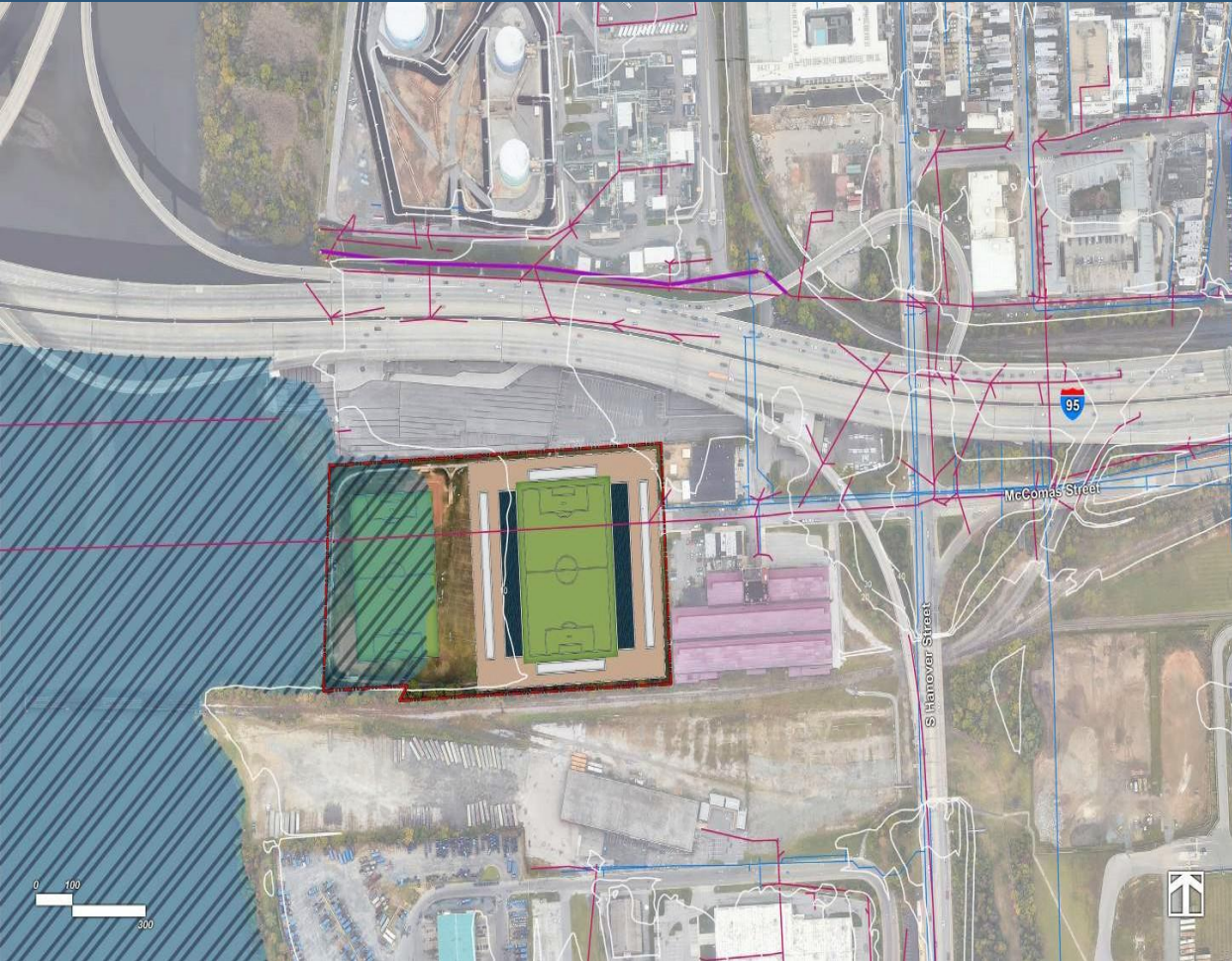
Parking/Vehicular & Pedestrian Access

Regional vehicular access to the Swann Park Site currently occurs via the Hanover Street exit from north and southbound I-95 as well as the Hanover Street Bridge south of the Site. Hanover Street constitutes the primary access route onto the peninsula from both the north and the south.

There are currently no public parking resources within a half-mile radius of the Site. Virtually all required parking for a stadium in this location would need to be constructed off-site in the neighboring Baltimore Peninsula Development. Depending on where throughout the proposed development the new parking resources would be implemented, it is likely that significant vehicular, pedestrian and utility infrastructure improvements would be required.

Alternative transportation modes to the Site include the existing light rail line (shown in green), which occurs approximately one-half mile west of the Site. Currently there is no pedestrian means of access from the existing light rail line to the Site, but this could be remedied with the construction of the proposed Middlebranch Trail Bridge. This proposed bridge would also connect pedestrians and bicyclists to the surrounding regional trail system. The MTA Bus route occurs along Hanover Street approximately one-third of a mile east of the Site.

Site Fit Analysis - Swann Park Site (cont'd)



Urban Design Issues

A stadium constructed on this Site, when coupled with other district-wide master plan initiatives currently anticipated for adjacent properties could act as a major catalyst for development. Visibility into the Site from the I-95 corridor is pronounced. A stadium constructed on this Site would have a strong visible presence.

Significant Strengths

- Proximity to Existing Development Districts
- Potential Catalyst for Surrounding Development
- Visibility/Civic Image/Community Presence
- Compatibility With Adjacent Land Uses

Significant Challenges

- Conflicts With Existing Utilities
- Need for Off-Site Improvements
- Environmental Remediation/Flood Plain
- Pedestrian Access to Parking
- Availability of Public Parking
- Ability to Accommodate VIP Parking On-Site
- Access to Alternative Transportation/Public Transit

Matrix Score/Rank: 129/3rd

Site Fit Analysis – UMBC Site



Physical Site Factors

The UMBC Site occupies the location that is currently the home of Retriever Park, UMBC's Soccer Stadium. The Site is located in the southeast corner of the UMBC campus and is approximately 6 miles southwest of the center of Downtown Baltimore. The Site is bordered on the south by Shelbourne Road, on the west by the UMBC Stadium, on the northwest by Chesapeake Employers Insurance Arena, and on the northeast by the UMBC Facilities Management Building

The site will be very challenging to fit the stadium footprint into based on the close proximity of the surrounding existing buildings and roadways. The abrupt topography surrounding the existing stadium will offer a challenge as well, although the steep embankment on the north side of the existing stadium may be conducive to on-grade seating. There is a strong possibility that a stadium developed on this Site will take on an unorthodox, asymmetrical configuration based on the topography and proximity of surrounding facilities. It will also likely be expensive to construct. Future stadium expansion will be difficult, and the practice pitch will likely need to be located in the intramural field complex south of UMBC Stadium.

Utilities

The Site is currently served by storm sewer, domestic water and electric. There is no indication of sanitary sewer based on the information received from UMBC.

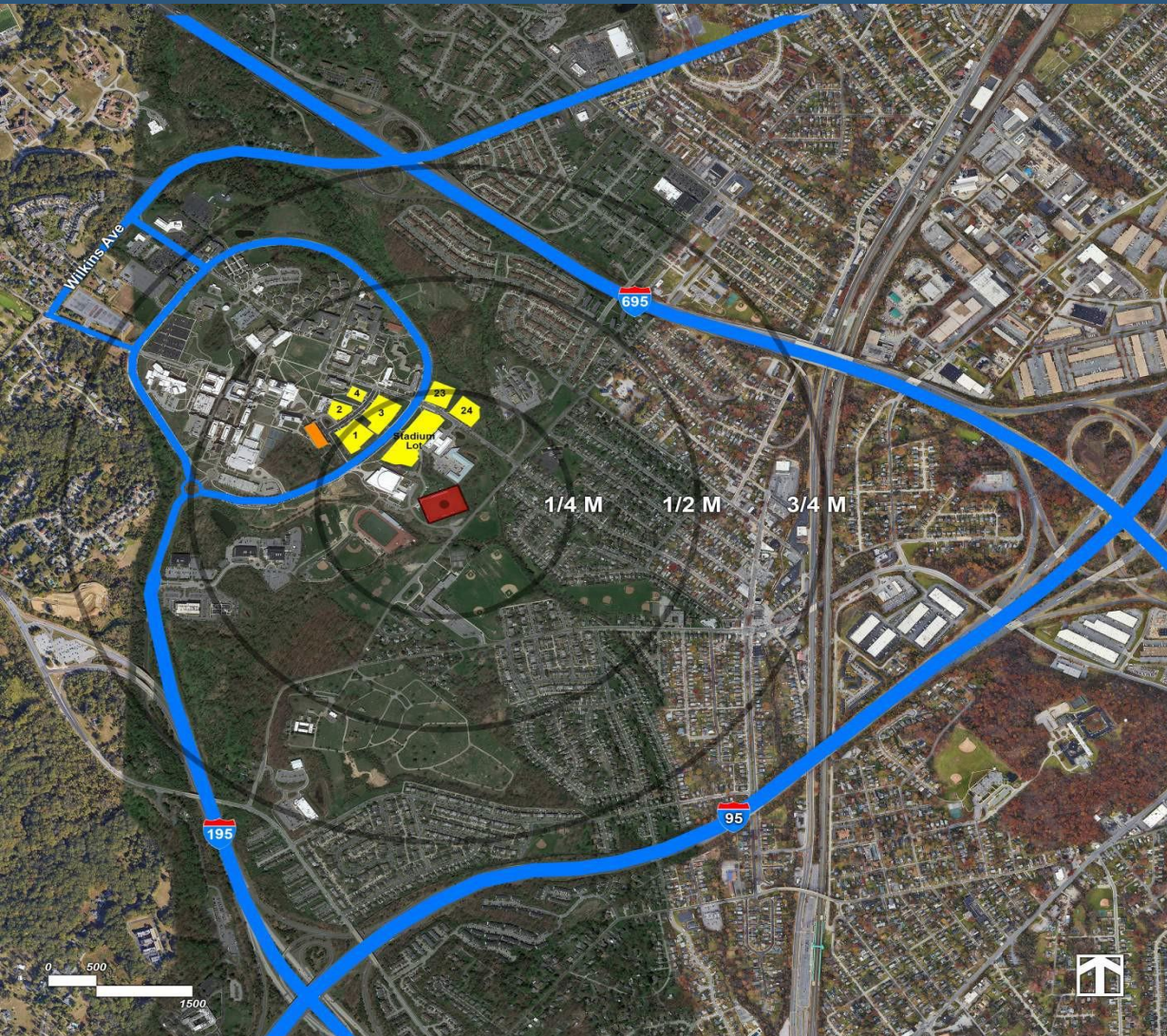
Topography

The topography of the site slopes significantly from north to south, with a high point at the north side of the existing stadium at elevation 160+ and a low point at the south side of the stadium at elevation 110+.

Site Assembly/Procurement

The site is currently owned by the State of Maryland.

Site Fit Analysis – UMBC Site (cont'd)



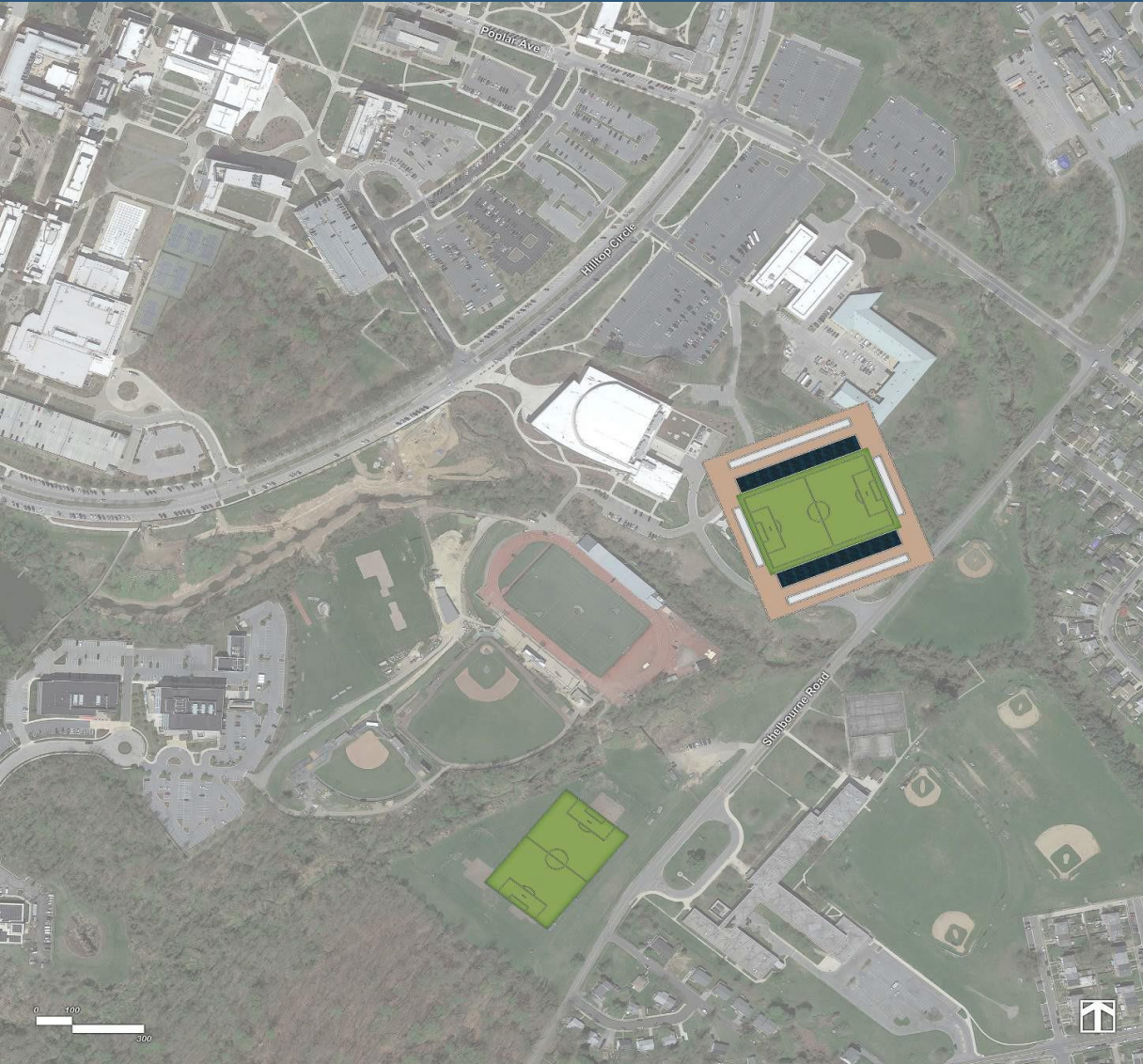
Parking/Vehicular & Pedestrian Access

Regional vehicular access to the UMBC Site currently occurs via the I-695, I-195, and I-95 corridors. Once on the UMBC campus, parking is accessed via Hilltop Circle, which acts as the perimeter collector street around the entire campus.

Parking Lots 1-4, 23, 24, Stadium Lot (shown in yellow) and the Commons Drive Garage (shown in orange), coupled with on-street parking will satisfy the parking demand for the stadium. The majority of the parking indicated occurs within one-quarter mile of the stadium, and all occurs within one-half mile.

Alternative transportation modes to the Site are limited due to the remoteness of the Site from the city center.

Site Fit Analysis – UMBC Site (cont'd)



Urban Design Issues

The Site would be highly compatible with the existing campus athletics district. However, the secluded nature of the Site would offer little in terms of a strong civic/visual presence or as a catalyst for future development.

Significant Strengths

- Vehicular Access to Parking
- Availability of Public Parking

Significant Challenges

- Site size and configuration
- Ability to Accommodate Future Stadium Expansion
- Ability to Accommodate VIP Parking On-Site
- Potential Scheduling Conflicts With University Athletic/Arena Events
- Access to Alternative Transportation/Public Transit
- Proximity to Existing Development Districts/Civic Amenities/Places of Value
- Potential Catalyst for Development
- Visibility/Civic Image/Community Presence

Matrix Score/Rank: 124/4th

4. Economic Impact Analysis



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Economic Impact Analysis

If built, the local and State economies could benefit from ongoing operations of the proposed new soccer stadium in several ways, including the following tangible and intangible benefits.

- Enhancing the overall quality of life and livability of the area
- Drawing visitors to help support area businesses
- Providing a first-class sports and entertainment venue to residents and visitors
- Offering affordable, family-fun entertainment to the community
- Enhancing the State's image as a sports and entertainment destination
- Receiving media exposure from event activity held at the facility
- Increasing the development of soccer participants in the Baltimore area
- Serving as a catalyst for economic development in the area surrounding the proposed new stadium
- Increasing economic activity in terms of spending in the local and State economies as well as associated jobs and labor income
- Generating private sector development in the community

Each of these benefits is important in assessing the overall benefit that the proposed new stadium may have on the area and the State. While the value of many of these benefits is difficult to measure, the economic activity generated can be quantified. Because a site location has not yet been identified, this analysis estimates the net new economic and fiscal impacts that could potentially be generated from ongoing operations of the proposed soccer stadium at the State level.



General Methodology

An assessment of the net economic impacts can be approached in several ways. This analysis utilizes estimated expenditures related to stadium operations, tenant team operations as well as attendee spending outside the stadium before and after events at hotels, restaurants, bars, gas stations, retail stores, etc. as an initial measure of total economic activity in the State.

Once the amount for net new direct spending is estimated for each of these categories, a calculated multiplier provided by the IMPLAN Group, LLC (IMPLAN) is applied to each spending category to generate the indirect and induced effects. The sum of direct, indirect, and induced effects equals total economic impact which is expressed in terms of total output, employment (jobs), and labor income. This analysis also estimates sales and use tax as well as corporate and personal income taxes revenues generated at the State level.

The amount and type of activity, origin of attendees, estimated stadium and team expenses, per capita spending estimates, distribution of spending, specific economy under consideration, multipliers and specific taxes quantified are variables that influence the economic and fiscal impact estimates.

Methodology – Economic Impact Analysis

Regional input-output models are typically used by economists as a tool to understand the flow of goods and services among regions and measure the complex interactions among them given an initial spending estimate.

Direct Spending

Estimating direct spending is the first step in calculating economic impact. Direct spending represents the initial change in spending that occurs as a direct result of operations of the proposed soccer stadium. A stadium attendee eating at a local restaurant before an event is an example of direct spending.

Sources of direct spending used in this analysis include the following:

| Stadium Operating Expenses | Tenant Team Operating Expenses | Attendee Spending Outside the Stadium |
|--------------------------------|----------------------------------|---------------------------------------|
| Salaries & Benefits | Players' Salaries & Benefits | Lodging |
| Event Labor | Front Office Salaries & Benefits | Restaurants/Bars |
| Utilities | Travel Costs | Retail |
| Repairs & Maintenance | Player Housing Costs | Entertainment |
| Materials & Supplies | Day of Game Expenses | Transportation |
| Insurance | Sponsorship Costs | |
| General & Administrative Costs | Sales & Marketing Costs | |
| Stadium Overhead | Other Team Operating Expenses | |

Not all direct spending directly impacts the State economy. To estimate the net new economic impact to the State, adjustments were made to gross direct spending to account for displacement (i.e., spending that would have occurred elsewhere in the State without the presence of the stadium or its activities) and leakage (i.e., spending that occurs outside the State). Further, this analysis accounts for retail margins (i.e., the difference between retail purchaser price and the producer price) and the percentage of goods purchased within the State economy.

In reality, while it is likely that a portion of attendee spending would be displaced or would have occurred somewhere in the State economy if the event had not been held, it is also reasonable to assume that attendees may not make the same level of purchases in the State economy if the event had not occurred and may even spend money attending sports and entertainment events outside the State economy. As such, the estimate associated with attendee spending outside the stadium reflects a conservative approach.

General Methodology (cont'd)

Multiplier Effect

Additional economic impacts are produced through the re-spending of direct spending. To quantify the inputs needed to produce the total output, economists have developed multiplier models. The estimation of multipliers relies on input-output models, a technique for quantifying interactions between firms, industries, and social institutions within a local economy. This analysis uses IMPLAN software and databases which are developed under exclusive rights by the IMPLAN Group, LLC. IMPLAN, which stands for Impact Analysis for Planning, is a computer software package that consists of procedures for estimating local input-output models and associated databases. The IMPLAN software package allows the estimation of the multiplier effects of changes in final demand for one industry on all other industries within a defined economic area. Currently, there are hundreds of licensed users in the U.S. including universities, government entities and private companies.

The economic data for IMPLAN comes from the system of national accounts for the U.S. based on data collected by the U.S. Department of Commerce, the U.S. Bureau of Labor Statistics, and other federal and state government agencies. Data is collected for over 500 distinct producing industry sectors of the national economy corresponding to the Standard Industrial Classifications (SICs).

As such, the advantages of this model are that it is sensitive to both location and type of spending and can provide indirect and induced effects, employment and earnings information by specific industry category while considering the leakages associated with the purchase of certain goods and services outside the economy under consideration.

Once the direct spending amounts are assigned to an appropriate industry category, the IMPLAN model estimates the economic multiplier effects for each type of direct spending attracted to or retained in the State economy resulting from stadium-related operations.

Indirect and Induced Effects

Indirect impacts reflect the re-spending of the initial or direct expenditures, or the business-to-business transactions required to satisfy the direct effect (e.g., impacts from non-wage expenditures). For example, an attendee's direct expenditure at a restaurant requires the restaurant owner to purchase food and items from suppliers. The portion of these restaurant purchases that are spent within the area economy are indirect impacts.

Induced impacts reflect changes in local spending by households on goods and services that result from income changes in the directly and indirectly affected industry sectors (e.g., impacts from wage expenditures). For instance, a server at a restaurant could have more personal income due to an attendee's visit to the restaurant. The amount of increased income that the employee spends in the area economy is an induced impact.

The model generates estimates of these impacts through a series of relationships using average wages, prices and transportation data, considering commute patterns and the relative interdependence of the economy on outside regions for goods and services.

Indirect and induced impacts are commonly referred to as multiplier effects.

General Methodology (cont'd)

Total Economic Impact

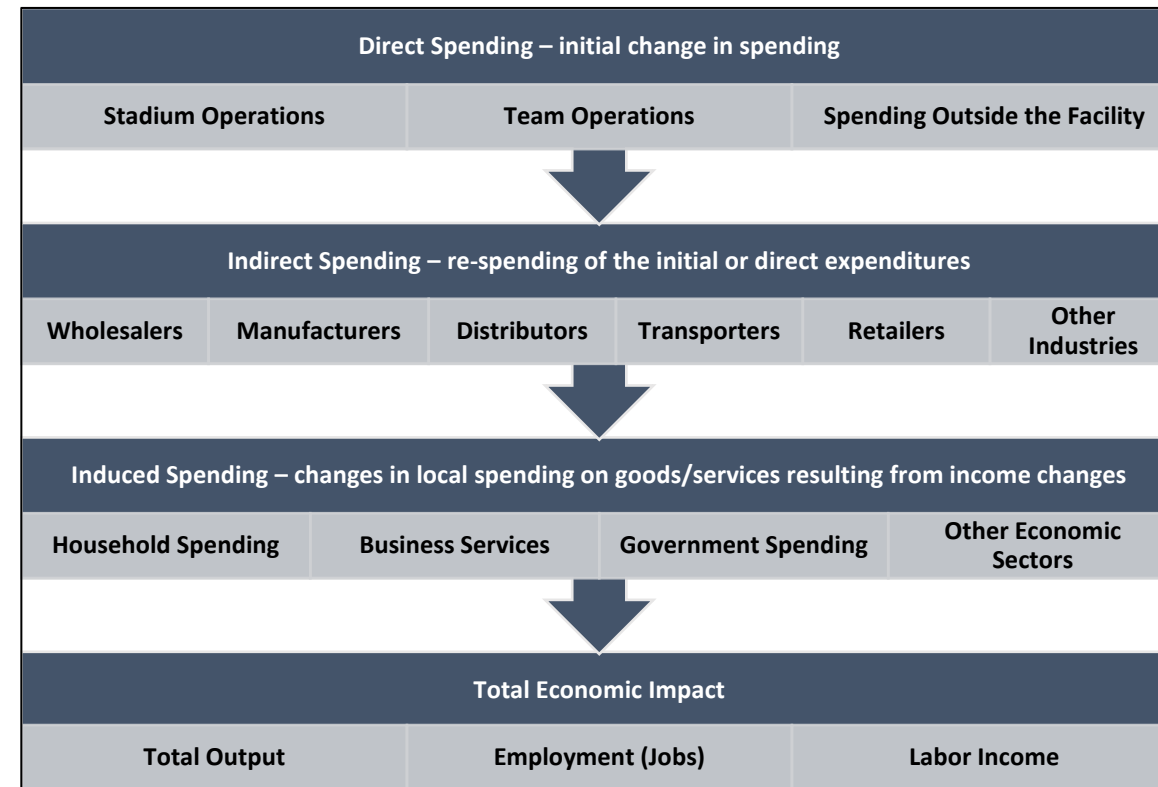
The calculated multiplier effect is then added to the direct impact to quantify the total economic impact in terms of output, employment and labor income which are defined below:

Total Output is a measure of the total estimated value of the production of goods and services supported by operations of the proposed new stadium. Total output is the sum of all intermediate sales (business to business) and final demand (sales to consumers and exports). This calculation measures the total dollar change in spending (output) that occurs in the local economy for each dollar of output delivered to final demand.

Employment (Jobs) represents the number of full-time and part-time jobs that are supported by operations of the proposed new soccer stadium. The employment multiplier measures the total change in the number of jobs supported in the local economy for each additional \$1.0 million of output delivered to final demand. It should be noted that a person can hold more than one job, so the total number of jobs is not necessarily the same as the number of employed people. Further, the total number of jobs does not only reflect employees working at the proposed new facility but rather the total number of jobs that are directly and indirectly supported in multiple sectors of the economy from ongoing operations of the proposed new soccer stadium.

Labor Income represents the wages and salaries earned by employees of businesses associated with or impacted by operations of the proposed new soccer stadium. In other words, the multiplier measures the total dollar change in earning of households employed by the affected industries for each additional dollar of output delivered to final demand.

The following graphic illustrates the multiplier effects for calculating total economic impact.



General Methodology (cont'd)

Methodology – Fiscal Impact Analysis

The estimated spending generated from stadium also produces tax revenues for the local and State economies. Experience in other markets suggests that while a significant portion of the direct spending will likely occur near the stadium, additional spending occurs in other surrounding economies.

Because a site location has not been selected for the proposed new soccer stadium, only the following State taxes are estimated in this analysis.

Corporate Income Tax – A corporate income tax of 8.25% of corporate federal taxable income adjusted by State modifications is also levied by the State of Maryland on corporations. For purposes of this analysis and based on information obtained online from the Comptroller of Maryland, an effective tax rate was calculated and applied to a portion of the estimated total output at the State level.

Personal Income Tax – The State of Maryland imposes a personal income tax assessed against personal income earned in the State. The 2023 State income tax is a graduated rate ranging from 2.0% to 5.75% of taxable income. Nonresidents are subject to a special nonresident tax rate of 2.25% in addition to the State income tax rate. For purposes of this analysis and based on information obtained online from the Comptroller of Maryland's office, an effective tax rate was calculated and applied to a portion of total labor income at the State level.

Sales and Use Tax – The State of Maryland collects 6% sales and use tax from sales and leases of tangible personal property and services throughout the State and a 9% tax on alcoholic beverages. For purposes of this analysis, the 6% tax rate is applied to estimated taxable spending at the State level generated by the proposed new stadium's operations which represents a conservative estimate relative to the sale of alcoholic beverages.

While other taxes may be positively impacted by operations of the proposed new stadium, they are not quantified in this analysis.



Estimate of Annual Net New Economic Impacts

The adjacent table summarizes the estimated range of net new economic impacts and tax revenues that could potentially be generated from ongoing stadium operations which includes tenant team operations and attendee spending outside the facility.

The base year represents a stabilized year of operations based on data provided by D.C. United. Event activity at new facilities typically experiences a “ramp up” period to a stabilized level of activity. The length of time for new venues to reach stabilized operations varies but typically occurs in or around year three. Further, overall utilization at any public assembly facility is dependent on multiple factors and is rarely consistent.

In addition, a sensitivity analysis was performed to illustrate the impact of changes to assumptions related to the number of events which yields the low and high end of the range. For the purposes of this analysis, attendance remains constant in the sensitivity analysis.

As shown, net new direct spending associated with ongoing operations of the proposed new stadium is estimated to range from \$14.1 million to \$14.8 million and total output is estimated to range from \$26.4 million to \$27.5 million in the State. This spending is estimated to support 240 to 250 jobs and \$23.3 million to \$23.8 million in labor income.

State level tax revenues are estimated to range from \$1.7 million to \$1.9 million annually.

| Net New Economic Impacts & Tax Revenues Generated in the State From Operations of the Proposed New Stadium | | | |
|---|--------------|--------------|--------------|
| | Range | | |
| | Low | Base Year | High |
| Output | | | |
| Direct Spending | \$14,090,000 | \$14,490,000 | \$14,760,000 |
| Indirect & Induced Spending | \$12,280,000 | \$12,570,000 | \$12,770,000 |
| Total Output | \$26,370,000 | \$27,060,000 | \$27,530,000 |
| Total Jobs (Full-Time and Part-Time) | 240 | 240 | 250 |
| Labor Income | \$23,340,000 | \$23,600,000 | \$23,770,000 |
| State Tax Revenues | | | |
| Sales and Use Tax | \$601,000 | \$726,000 | \$797,000 |
| Income Tax (Corporate and Personal) | \$1,088,000 | \$1,102,000 | \$1,111,000 |
| Total | \$1,689,000 | \$1,828,000 | \$1,908,000 |

Note: Total jobs represents the number of full-time and part-time jobs sustained on an annual basis.

Although not quantified in this analysis, construction costs associated with development of the proposed new stadium would provide additional economic and fiscal impacts to the State during the construction period. These benefits would include the creation of jobs which produce earnings for area residents as well as increased tax revenues from the purchase of materials and supplies within the State.

General Assumptions

The following outlines general assumptions used to develop the estimated economic impacts and tax revenues associated with operations of the proposed new stadium.

- The preliminary building program for the proposed new stadium outlined earlier in this report is developed.
- The proposed new stadium will be designed and constructed to host multiple sports including soccer, lacrosse and rugby as well as concerts, festivals and community events.
- The proposed new stadium will be owned by a public entity and operated by D.C. United (or an affiliated entity).
- The estimated utilization is meant to be representative of the amount and types of events that could be hosted at the proposed new stadium; the actual sports league may vary from those shown in this analysis.
- Venue management will include key personnel that have established contacts and strong relationships with event promoters/producers in the sports and entertainment industries.
- Venue management will actively partner with tourism agencies and sports commissions at the local and State levels to optimize programming.
- A consistent, high level of customer service will be provided.
- The stadium will be in the Baltimore area and will be adequate in terms of visibility, ingress/egress, parking, safety, etc.
- The proposed stadium will be complementary to existing facilities in the market and no other similar competitive stadiums, beyond the existing supply, are built in the immediate area.
- No major economic fluctuations, acts of nature, or cataclysmic events such as an epidemic occur that could adversely impact the dynamics of the project.
- Amounts reflect 2023 dollars.

It should be noted that these assumptions are preliminary and should continue to be refined as decisions related to the building program, site location and other operating characteristics evolve.

Assumptions - Utilization

The economic impact analysis is based on several factors including the amount and type of event activity envisioned to be hosted at the proposed new stadium which is shown in the adjacent table. As part of the study process, D.C. United provided an estimate of utilization for the proposed new stadium which is reflected in the base year of activity. In addition to the D.C. United's MLS NEXT Pro team, which was discussed earlier, the stadium is envisioned to host the following activities.

USL Championship is a professional soccer league that began play in 2011 with 12 clubs and has evolved over the years. Beginning with the 2017 season, the USSF granted the USL Division II status. In 2023, USL Championship has 24 clubs including the Loudoun United FC, which is owned and operated by D.C. United. The USL Championship plans to expand to Rhode Island in 2024 and Milwaukee and Iowa in 2025.

USL Super League is a Division I professional women's soccer league in the U.S. which is scheduled to begin play in August 2024 with 10-12 teams with plans to expand after its inaugural season. This league will be owned and operated by the USL.

Collegiate Lacrosse includes either stand-alone games by area colleges/universities or a tenant team.

Major League Rugby (MLR) is a professional rugby sports league with the highest rugby competition in the U.S. MLR began play in 2018 with seven teams and has 12 teams in 2023 including 11 from the U.S. and one from Canada. MLR is an American interpretation of the international game. The MLR team Old Glory DC will begin playing at the Maryland SoccerPlex in 2024.

Professional Lacrosse could include either a team in the Premier Lacrosse League (PLL) which consisted of eight teams in 2023, or a team in another similar league. Baltimore currently has a PLL team that plays at Homewood Field. The PLL's approach to game day seeks to combine the sporting event with activation from local vendors and other entertainment such as outdoor music.

Other Events programmed at the proposed new soccer stadium could include concert and entertainment acts; youth, high school and collegiate sporting events; community events such as food and drink festivals; and other miscellaneous specialty events such as invitationals.

| Proposed New Soccer Stadium in the Baltimore Area - Estimated Utilization | | | |
|---|------------------|----------------|-------------------|
| Category | Low End of Range | Base Year | High End of Range |
| Number of Events | | | |
| MLS NEXT Pro | 12 | 14 | 16 |
| USL Championship | 16 | 18 | 20 |
| USL Super League | 17 | 18 | 20 |
| Collegiate Lacrosse | 2 | 8 | 10 |
| Major League Rugby (MLR) | 6 | 8 | 10 |
| Professional Lacrosse League (PLL or other new league) | 4 | 6 | 8 |
| Concerts | 2 | 8 | 10 |
| Youth / High School / College Sporting Events | 6 | 12 | 15 |
| Community - Non-Sporting Events | 6 | 10 | 12 |
| Other Miscellaneous Events | 2 | 5 | 7 |
| Total | 73 | 107 | 128 |
| Average Paid Attendance Per Event | | | |
| MLS NEXT Pro | 2,500 | 2,500 | 2,500 |
| USL Championship | 4,000 | 4,000 | 4,000 |
| USL Super League | 4,000 | 4,000 | 4,000 |
| Collegiate Lacrosse | 3,000 | 3,000 | 3,000 |
| Major League Rugby (MLR) | 2,500 | 2,500 | 2,500 |
| Professional Lacrosse League (PLL or other new league) | 5,000 | 5,000 | 5,000 |
| Concerts | 7,500 | 7,500 | 7,500 |
| Youth / High School / College Sporting Events | 1,000 | 1,000 | 1,000 |
| Community - Non-Sporting Events | 1,000 | 1,000 | 1,000 |
| Other Miscellaneous Events | 5,000 | 5,000 | 5,000 |
| Total Paid Attendance | | | |
| MLS NEXT Pro | 30,000 | 35,000 | 40,000 |
| USL Championship | 64,000 | 72,000 | 80,000 |
| USL Super League | 68,000 | 72,000 | 80,000 |
| Collegiate Lacrosse | 6,000 | 24,000 | 30,000 |
| Major League Rugby (MLR) | 15,000 | 20,000 | 25,000 |
| Professional Lacrosse League (PLL or other new league) | 20,000 | 30,000 | 40,000 |
| Concerts | 15,000 | 60,000 | 75,000 |
| Youth / High School / College Sporting Events | 6,000 | 12,000 | 15,000 |
| Community - Non-Sporting Events | 6,000 | 10,000 | 12,000 |
| Other Miscellaneous Events | 10,000 | 25,000 | 35,000 |
| Total | 240,000 | 360,000 | 432,000 |

Notes: Above utilization excludes practice rentals.

Data provided by D.C. United.

Assumptions - Direct Spending

Direct Spending

Direct spending generated from stadium-related operations is a key input in the economic impact model. The primary types of spending quantified in this analysis include expenditures related to stadium operations and tenant team operations (i.e., MLS NEXT Pro, USL Championship, and USL Super League) as well as attendee spending outside the proposed facility before and after events. For purposes of this analysis, direct spending only includes new spending that originates from outside the State and is spent in the local economy.

Stadium and Tenant Team Operating Expenses

As part of the study process, D.C. United provided Crossroads with a confidential financial pro forma which included estimated operating revenues and operating expenses associated with both stadium and tenant team operations. Each expense line item was allocated to a specific industry code for input into the IMPLAN model.

However, not all stadium and tenant team expenses are captured within the State. For example, some professional sports players often reside in-market during the season and outside of the area during the offseason. Further, most travel-related costs would not occur in the State. As such, adjustments were made to stadium and tenant team operating expenses to reflect net direct spending that was estimated to occur in the State.

Attendee Spending

Adjustments were also made to account for the fact that spending by attendees originating within the State is displaced or could have occurred elsewhere in the economy without the presence of the proposed new stadium.

Attendee spending is based on the utilization estimate provided by D.C. United for the base year of operations and the sensitivity analysis related to the number of events held at the proposed new stadium. Adjustments were made to reflect turnstile (not paid) attendance to account for the fact that not all people who pay for tickets attend the event. Further, attendance at events that are currently occurring in the State was excluded.

Attendee spending outside the proposed new stadium is generated from 1) attendees who reside in Maryland 2) day trippers who likely originated from outside the State who travel to and from the proposed new stadium for events and 3) attendees who originated outside the State and stayed overnight. Data provided by D.C. United was used to estimate the origin of attendees. Each group was assigned different per capita spending amounts based on data from industry research sources such as Visit Baltimore, the Maryland Office of Tourism, Tourism Economics, CoStar as well as our internal database. Direct spending associated with players, coaches and personnel from the visiting teams was also estimated. Spending by State residents was excluded to calculate net new spending.

As with stadium and tenant team operations, the direct spending amounts were allocated to specific industry codes such as lodging, food & beverage, entertainment/recreation, transportation and retail and adjustments were made to account for the fact that not all spending occurs in the State.



Potential Next Steps

If a decision is made to move forward with development of the proposed new stadium, potential next steps in the planning process include:

- Selecting and developing a site that can accommodate the required programmatic elements and required supporting infrastructure such as parking.
- Preparing a detailed building program, project cost estimate, development schedule and site plan for the proposed new stadium that ideally incorporates future expansion options as warranted by demand.
- Finalizing an operating strategy for the facility.
- Developing a sustainable financial plan that incorporates ongoing operational needs as well as long-term capital needs.
- Updating the estimated economic and fiscal impacts once a specific site is selected.
- Creating a funding plan for the proposed new stadium that covers development costs which may include both public and private sector partners.



Photo credit: MLS NEXT Pro website



Photo credit: US Youth Soccer website



Photo credit: MLS NEXT Pro website

5. Limiting Conditions & Assumptions



MLS
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PRO

Limiting Conditions & Assumptions

This analysis is subject to our contractual terms as well as the following limiting conditions and assumptions:

- This analysis has been prepared for the Maryland Stadium Authority (Client) and D.C. United for their internal decision-making purposes associated with the proposed new multi-use soccer stadium and should not be used for any other purposes without the prior written consent of Crossroads Consulting Services LLC.
- This report should only be used for its intended purpose by the entities to whom it is addressed. Reproduction or publication by other parties is strictly prohibited.
- The findings and assumptions contained in the report reflect analysis of primary and secondary sources. We have utilized sources that are deemed to be accurate but cannot guarantee their accuracy. No information provided to us by others was audited or verified and was assumed to be correct.
- Although the analysis includes findings and recommendations, all decisions relating to the implementation of such findings and recommendations shall be the Client's responsibility.
- Estimates and analysis regarding the proposed new multi-use soccer stadium are based on trends and assumptions and, therefore, there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.
- Although this analysis utilizes various mathematical calculations, the final estimates are subjective and may be influenced by our experience and other factors not explicitly stated.
- We have no obligation, unless subsequently engaged, to update this report or revise this analysis as presented due to events or circumstances occurring after the date of this report.
- The quality of ownership and management of the proposed new multi-use soccer stadium can have a direct impact on economic performance. This analysis assumes responsible and competent ownership and management. Any departure from this assumption may have a significant impact on the findings outlined in this report.
- Multiple external factors influence current and anticipated market conditions. Although we have not knowingly withheld any pertinent facts, we do not guarantee that we have knowledge of all factors which might influence the operating potential of the proposed new multi-use soccer stadium. Due to quick changes in the external factors, actual results may vary significantly from estimates presented in this report.
- The analysis performed was limited in nature and, as such, Crossroads Consulting Services, LLC does not express an opinion or any other form of assurance on the information presented in this report.
- The analysis is intended to be read and used in its entirety. Separation of any portion from the main body of the report is prohibited and negates the analysis.
- In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by the Client and may not be relied upon by any party for any purpose including any matter pertaining to financing.

ATTACHMENT D

MBE INSTRUCTIONS AND FORMS

Attachment D. Minority Business Enterprise (MBE) Forms

D-1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall

MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to the Governor's Office of Small Minority & Women Business Affairs' website for the MBE Prime Regulations Q&A for illustrative examples.
http://www.goMDsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ Regular Dealer (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the

public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule:

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value: \$100,000 divided by \$2,000,000 = 5%

Apply 60% Rule - Total percentage of Supplies/Products 5% x 60% = 3%

3% would be counted towards achieving the MBE Participation Goal and Subgoal, if any, for the MBE supplier in this example.

- ✓ **Manufacturer:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
- ✓ **Broker:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.
- ✓ **Furnish and Install and other Services:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS code(s) to furnish and install materials necessary for successful contract completion may be counted in full. Includes the participation of other MBE service providers in the proper NAICS code(s) may be counted in full.

9. Dually certified firms. An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-

800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

| | |
|--|---------|
| Total African American MBE Participation: | _____ % |
| Total Asian American MBE Participation: | _____ % |
| Total Hispanic American MBE Participation: | _____ % |
| Total Women-Owned MBE Participation: | _____ % |

Overall Goal

| | |
|---|---------|
| Total MBE Participation (include all categories): | _____ % |
|---|---------|

**PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &
MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. Request for Proposals- Architectural/Engineering Services- MLS NEXT Pro Multi-Use Soccer Stadium Preliminary Design, I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)**

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 35 percent and all of the following subgoals:

- 7 percent for African American-owned MBE firms
- percent for Hispanic American-owned MBE firms
- percent for Asian American-owned MBE firms
- 10 percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I **must** complete PART 3 - MBE Participation Schedule and Part 4 Signature Page in order to be considered for award.

OR

After making good faith outreach efforts prior to making this submission, I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I **must** complete Part 3, the MBE Participation Schedule and Part 4 Signature Page for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award. I acknowledge that by checking this box and requesting a full waiver of the stated goal and the stated subgoal(s) if any, I **must** complete Part 4 Signature Page in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C)
- (b) Outreach Efforts Compliance Statement (Attachment D-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments D-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

PART 3 - MBE PARTICIPATION SCHEDULE

SET FORTH BELOW ARE THE (I) CERTIFIED MBEs I INTEND TO USE, (II) THE PERCENTAGE OF THE TOTAL CONTRACT VALUE ALLOCATED TO EACH MBE FOR THIS PROJECT AND, (III) THE ITEMS OF WORK EACH MBE WILL PROVIDE UNDER THE CONTRACT. I HAVE CONFIRMED WITH THE MDOT DATABASE THAT THE MBE FIRMS IDENTIFIED BELOW (INCLUDING ANY SELF-PERFORMING MBE PRIME FIRMS) ARE PERFORMING WORK ACTIVITIES FOR WHICH THEY ARE MDOT-CERTIFIED.

| Prime Contractor | Project Description | Project/Contract Number |
|------------------|---|-------------------------|
| | A/E Services- MLS NEXT Pro Multi-Use Soccer Stadium- Preliminary Design | |

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

| | |
|---|--|
| <p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> | <p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%) <input type="checkbox"/> Manufacturer (count 100%) <input type="checkbox"/> Broker (count reasonable fee/commission only) <input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work your firm is self-performing to calculate amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage amount of subcontract where the MBE Prime firm is being used for manufacturer, furnish and install, and/or services (excluding products / services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% x 60% = ___%</p> <p>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ___%</p> <p>Description of the work to be performed with MBE prime's own forces: _____ _____</p> |
|---|--|

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

| | |
|---|--|
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> | <p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___ %</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ___ %</p> <p>Description of the work to be performed: _____ _____</p> |
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> | <p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE Firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___ %</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___ %</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ___ %</p> <p>Description of the work to be performed: _____ _____</p> |

| | |
|---|---|
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> | <p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that for the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p>B. Percentage of the total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker (count reasonable fee/commission only) ___%</p> <p>Description of the work to be performed: _____ _____</p> |
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>NAICS code: _____</p> | <p>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier, wholesaler and/or regular dealer (count 60%)</p> <p><input type="checkbox"/> Manufacturer (count 100%)</p> <p><input type="checkbox"/> Broker (count reasonable fee/commission only)</p> <p><input type="checkbox"/> Furnish and Install and other Services (count 100%)</p> <p>Complete the applicable prompt (select only one) from prompts A-C below that applies to the type of work that the MBE firm named to the left will be performing to calculate the amount to be counted towards achieving the MBE Participation Goal and Subgoal, if any.</p> <p>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p>B. Percentage of total contract amount for items of work where the MBE firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule). Total percentage of Supplies/Products ___% X 60% = ___%</p> <p>C. Percentage amount of fee where the MBE firm is being used as broker ___%</p> <p>Description of the work to be performed: _____ _____</p> |

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
Bidder/Offeror must sign below:**

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether the Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect the Offeror to take if the Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to firms certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Offeror's Good Faith Efforts when the Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

- (a) Certain procurements will include a list of Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
- (b) Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Offerors

- (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

- (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Offeror shall make all reasonable efforts to solicit those MBE firms.
- (b) Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Offerors

- (a) When the procurement does not include a list of Identified MBE Firms, Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.
- (b) Any MBE Firms identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:

- (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
- (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; and
- (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

- (a) by telephone using the contact information in the MBE Directory, unless the Offeror has a valid basis for using different contact information; or
- (b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

- (a) attending any pre-Proposal meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
- (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate with Interested MBE Firms

Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. The Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for the Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
 - (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) number of MBE firms that the Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) number of quotes received by the Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. The Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
 - (b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Offeror made reasonable efforts to assist interested MBE Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether the Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Offerors in meeting the contract. For example, when the apparent successful Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 Business Days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement - D-2).**
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
2. For each certified MBE Firm that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of Minority Firm's MBE Representative) (Title) (Date)

(MDOT Certification #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor) (Title) (Date)

D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

| Prime Contractor: | Project Description: | PROJECT/CONTRACT |
|---|-----------------------------|-------------------------|
| Offeror Company Name, Street Address, Phone | | Solicitation #: |

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 1 – IDENTIFIED ITEMS OF WORK OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

| | | |
|---|-----------------------------|-------------------------|
| Prime Contractor: | Project Description: | PROJECT/CONTRACT |
| Offeror Company Name, Street Address, Phone | | Solicitation #: |

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

| Identified Items of Work | Was this work listed in the procurement? | Does Offeror normally self-perform this work? | Was this work made available to MBE Firms? If no, explain why not. |
|---------------------------------|--|--|---|
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

| | | |
|--|-----------------------------|-------------------------|
| Prime Contractor: | Project Description: | PROJECT/CONTRACT |
| <i>Offeror Company Name, Street Address, Phone</i> | | Solicitation #: |

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (**Attachment D-1B - Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

| Name of Identified MBE Firm & MBE Classification | Describe Item of Work Solicited | Initial Solicitation Date & Method | Follow-up Solicitation Date & Method | Details for Follow-up Calls | Quote Rec'd | Quote Used | Reason Quote Rejected |
|---|--|---|---|--|---|---|--|
| Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification | | Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail | Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail | Time of Call: Spoke with: _____ <input type="checkbox"/> Left Message | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing |
| Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification | | Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail | Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> E-mail | Time of Call: Spoke with: _____ <input type="checkbox"/> Left Message | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing |

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST
PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES**

PAGE __ OF __

| | | |
|--|-----------------------------|---------------------------------|
| Prime Contractor: | Project Description: | PROJECT/CONTRACT NUMBER: |
| <i>Offeror Company Name, Street Address, Phone</i> | | Solicitation #: |

This form must be completed if Part 1 indicates that an MBE quote was rejected because the Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

| Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal) | Self-performing or Using Non-MBE (Provide name) | Amount of Non-MBE Quote | Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE | Amount Quoted | Indicate Reason Why MBE Quote Rejected & Briefly Explain |
|--|--|--------------------------------|---|----------------------|---|
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |

Please check if Additional Sheets are attached.

D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No. _____, I state the following:

1. Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with Proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- This project does not involve bonding requirements.
- Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS):

5. **Please Check One:**

- Offeror did attend the pre-Proposal conference.
- No pre -Proposal meeting/conference was held.
- Offeror did not attend the pre-Proposal conference.

PLEASE PRINT OR TYPE

Company:

Company Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

D-3A
CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION

INSTRUCTIONS:

PRIME CONTRACTOR: After completing SECTIONS A, B, and D, provide this form to *each* certified Minority Business Enterprise subcontractor (MBE) listed on the MBE Participation Schedule (Attachment D-1A) allowing sufficient time for the MBE to respond within the required timeframe.

CERTIFIED MBE SUBCONTRACTOR: Complete SECTION C to acknowledge and certify the information in SECTION A. Return the completed form directly to the Procurement Officer identified in SECTION D within 10 days after notice from the Prime Contractor of the State’s intent to award the Contract. Provide a copy to the Prime Contractor.

IF THIS FORM IS NOT RETURNED WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PRIME CONTRACTOR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

SECTION A

Provided that (Prime Contractor) _____ is awarded the State contract in conjunction with Solicitation Number _____, (Prime Contractor) _____ intends to enter into a subcontract with (Certified MBE Subcontractor) _____ with MDOT Certification Number _____ committing to participation by (Certified MBE Subcontractor) _____ of at least \$ _____ which equals _____% of the Total Contract Value for the following products/services:

| NAICS CODE | WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) | DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES |
|------------|--|--|
| | | |
| | | |
| | | |
| | | |

The Contractor and certified MBE each acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. The Contractor and certified MBE each solemnly affirms under the penalties of perjury that: (i) the information provided in this Certified MBE Subcontractor Participation Certification is true to the best of its knowledge, information and belief, and (ii) it has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a Contractor may not identify a certified MBE in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the MBE to identify the MBE in its Bid/Proposal;
- (2) fail to notify the MBE before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the MBE in the performance of the Contract; or
- (4) pay the MBE solely for the use of its name in the Bid/Proposal.

SECTION B – Prime Contractor

Signature of Representative:

Printed Name and Title:

Prime Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION C – Certified MBE Subcontractor

Signature of Representative:

Printed Name and Title:

MBE Firm's Name: _____

Federal Identification Number: _____

Street Address, City, State, Zip Code:

Phone: _____

Date: _____

SECTION D

This completed form is due to the Procurement Officer on or before: _____

Solicitation #: _____ Solicitation Title: _____

Agency/Dept.: _____ Procurement Officer: _____

Phone: _____ Email: _____

Street Address, City, State, Zip Code:

D-3B
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest to each specific item of work that your MBE firm has listed on the MBE Participation Schedule (Attachment D-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Business Days of notification of apparent award. If the Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that Proposal is not susceptible of being selected for Contract award.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___ % of the Total Contract Amount for performing the following goods and services for the Contract:

| NAICS CODE | WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately | DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES | VALUE OF THE WORK |
|------------|---|--|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |

MBE Prime Contractor

Company:

Company Name (please print or type)

FEIN:

Federal Identification Number

Company Address: _____

 Phone:

 Printed Name:

 Title:

 By:

Signature of Authorized Representative

 Date:

D-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid Invoice Report

| | |
|--|----------------------|
| Report #: | Contract #: |
| Reporting Period (Month/Year): | Contracting Unit: |
| Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence | Contract Amount: |
| | MBE Subcontract Amt: |
| | Project Begin Date: |
| | Project End Date: |
| | Services Provided: |

| | | | |
|--|------------------|--|------|
| Prime Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: | E-mail: | |
| MBE Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | E-mail: | |
| Subcontractor Services Provided: | | | |
| List all payments made to MBE subcontractor named above during this reporting period: | | List dates and amounts of any outstanding invoices: | |
| | Invoice # | Amount | |
| | Invoice # | Amount | |
| 1. | | | 1. |
| 2. | | | 2. |
| 3. | | | 3. |
| 4. | | | 4. |
| Total Dollars Paid: \$ | | Total Dollars Unpaid: \$ | |

- If more than one MBE subcontractor is used for this contract, you must use separate **Attachment D-4A** forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in **Attachment D-4B**.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor Name

Address

Email

Signature (Required)

Contracting Unit

City, State Zip

Phone Number

Date

D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

| | |
|--|--|
| MBE Prime Contractor: | Contract #: |
| Certification Number: | Contracting Unit: |
| Report #: | Contract Amount: |
| Reporting Period (Month/Year): | Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: |
| MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence | Project Begin Date: |
| | Project End Date: |

| | | | |
|-----------------|--|--------|---------|
| Contact Person: | | | |
| Address: | | | |
| City: | | State: | |
| Phone: | | FAX: | E-mail: |

| Invoice Number | Value of the Work | NAICS Code | Description of Specific Products and/or Services |
|----------------|-------------------|------------|--|
| | | | |
| | | | |
| | | | |
| | | | |

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

| | |
|-----------------------|------------------|
| Contract Monitor Name | Contracting Unit |
| Address | City, State Zip |
| Email | Phone Number |
| Signature (Required) | Date |

D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

| | |
|--|----------------------|
| Report #: | Contract #: |
| Reporting Period (Month/Year): | Contracting Unit: |
| Report is due by the 10th of the month following the month the services were performed. | MBE Subcontract Amt: |
| | Project Begin Date: |
| | Project End Date: |
| | Services Provided: |

| | | | | | |
|--|-----------------------|-------------|--|-----------------------|-------------|
| MBE Subcontractor Name: | | | | | |
| MDOT Certification #: | | | | | |
| Contact Person: | | | | | |
| Address: | | | | | |
| City: | | | State: | | ZIP: |
| Phone: | | FAX: | | E-mail: | |
| Subcontractor Services Provided: | | | | | |
| List all payments received from Prime Contractor during reporting period indicated above. | | | List dates and amounts of any unpaid invoices over 30 days old. | | |
| | Invoice Amount | Date | | Invoice Amount | Date |
| 1. | | | 1. | | |
| 2. | | | 2. | | |
| 3. | | | 3. | | |
| 4. | | | 4. | | |
| Total Dollars Paid: \$ | | | Total Dollars Unpaid: \$ | | |
| Prime Contractor: | | | Contract Person: | | |

Return one copy of this form to the following addresses (electronic copy with signature and date is preferred):

| | |
|-----------------------|------------------|
| Contract Monitor Name | Contracting Unit |
| Address | City, State Zip |
| Email | Phone Number |
| Signature (Required) | Date |

ATTACHMENT E
ARCHITECT/ENGINEER QUALIFICATIONS
(SF330)

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) | 27. ROLE IN THIS CONTRACT (From Section E, Block 13) | 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.) | | | | | | | | | |
|--|---|--|---|---|---|---|---|---|---|---|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Jane A. Smith | Chief Architect | X | | X | | | | | | | |
| Joseph B. Williams | Chief Mechanical Engineer | X | X | X | X | | | | | | |
| Tara C. Donovan | Chief Electricial Engineer | X | X | | X | | | | | | |
| | | | | | | | | | | | |

29. EXAMPLE PROJECTS KEY

| NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) | NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) |
|--------|--|--------|---|
| 1 | Federal Courthouse, Denver, CO | 6 | XYZ Corporation Headquarters, Boston, MA |
| 2 | Justin J. Wilson Federal Building, Baton Rouge, LA | 7 | Founder's Museum, Newport, RI |

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **Unique Entity Identifier.** Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

| Code | Description | Code | Description |
|-------------|--|-------------|-------------------------------------|
| 01 | Acoustical Engineer | 32 | Hydraulic Engineer |
| 02 | Administrative | 33 | Hydrographic Surveyor |
| 03 | Aerial Photographer | 34 | Hydrologist |
| 04 | Aeronautical Engineer | 35 | Industrial Engineer |
| 05 | Archeologist | 36 | Industrial Hygienist |
| 06 | Architect | 37 | Interior Designer |
| 07 | Biologist | 38 | Land Surveyor |
| 08 | CADD Technician | 39 | Landscape Architect |
| 09 | Cartographer | 40 | Materials Engineer |
| 10 | Chemical Engineer | 41 | Materials Handling Engineer |
| 11 | Chemist | 42 | Mechanical Engineer |
| 12 | Civil Engineer | 43 | Mining Engineer |
| 13 | Communications Engineer | 44 | Oceanographer |
| 14 | Computer Programmer | 45 | Photo Interpreter |
| 15 | Construction Inspector | 46 | Photogrammetrist |
| 16 | Construction Manager | 47 | Planner: Urban/Regional |
| 17 | Corrosion Engineer | 48 | Project Manager |
| 18 | Cost Engineer/Estimator | 49 | Remote Sensing Specialist |
| 19 | Ecologist | 50 | Risk Assessor |
| 20 | Economist | 51 | Safety/Occupational Health Engineer |
| 21 | Electrical Engineer | 52 | Sanitary Engineer |
| 22 | Electronics Engineer | 53 | Scheduler |
| 23 | Environmental Engineer | 54 | Security Specialist |
| 24 | Environmental Scientist | 55 | Soils Engineer |
| 25 | Fire Protection Engineer | 56 | Specifications Writer |
| 26 | Forensic Engineer | 57 | Structural Engineer |
| 27 | Foundation/Geotechnical Engineer | 58 | Technician/Analyst |
| 28 | Geodetic Surveyor | 59 | Toxicologist |
| 29 | Geographic Information System Specialist | 60 | Transportation Engineer |
| 30 | Geologist | 61 | Value Engineer |
| 31 | Health Facility Planner | 62 | Water Resources Engineer |

List of Experience Categories (Profile Codes)

| Code | Description | Code | Description |
|-------------|---|-------------|--|
| A01 | Acoustics, Noise Abatement | E01 | Ecological & Archeological Investigations |
| A02 | Aerial Photography; Airborne Data and Imagery Collection and Analysis | E02 | Educational Facilities; Classrooms |
| A03 | Agricultural Development; Grain Storage; Farm Mechanization | E03 | Electrical Studies and Design |
| A04 | Air Pollution Control | E04 | Electronics |
| A05 | Airports; Nav aids; Airport Lighting; Aircraft Fueling | E05 | Elevators; Escalators; People-Movers |
| A06 | Airports; Terminals and Hangars; Freight Handling | E06 | Embassies and Chanceries |
| A07 | Arctic Facilities | E07 | Energy Conservation; New Energy Sources |
| A08 | Animal Facilities | E08 | Engineering Economics |
| A09 | Anti-Terrorism/Force Protection | E09 | Environmental Impact Studies, Assessments or Statements |
| A10 | Asbestos Abatement | E10 | Environmental and Natural Resource Mapping |
| A11 | Auditoriums & Theaters | E11 | Environmental Planning |
| A12 | Automation; Controls; Instrumentation | E12 | Environmental Remediation |
| B01 | Barracks; Dormitories | E13 | Environmental Testing and Analysis |
| B02 | Bridges | F01 | Fallout Shelters; Blast-Resistant Design |
| C01 | Cartography | F02 | Field Houses; Gyms; Stadiums |
| C02 | Cemeteries (<i>Planning & Relocation</i>) | F03 | Fire Protection |
| C03 | Charting: Nautical and Aeronautical | F04 | Fisheries; Fish ladders |
| C04 | Chemical Processing & Storage | F05 | Forensic Engineering |
| C05 | Child Care/Development Facilities | F06 | Forestry & Forest products |
| C06 | Churches; Chapels | G01 | Garages; Vehicle Maintenance Facilities; Parking Decks |
| C07 | Coastal Engineering | G02 | Gas Systems (Propane; Natural, Etc.) |
| C08 | Codes; Standards; Ordinances | G03 | Geodetic Surveying: Ground and Air-borne |
| C09 | Cold Storage; Refrigeration and Fast Freeze | G04 | Geographic Information System Services: Development, Analysis, and Data Collection |
| C10 | Commercial Building (<i>low rise</i>) ; Shopping Centers | G05 | Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting |
| C11 | Community Facilities | G06 | Graphic Design |
| C12 | Communications Systems; TV; Microwave | H01 | Harbors; Jetties; Piers, Ship Terminal Facilities |
| C13 | Computer Facilities; Computer Service | H02 | Hazardous Materials Handling and Storage |
| C14 | Conservation and Resource Management | H03 | Hazardous, Toxic, Radioactive Waste Remediation |
| C15 | Construction Management | H04 | Heating; Ventilating; Air Conditioning |
| C16 | Construction Surveying | H05 | Health Systems Planning |
| C17 | Corrosion Control; Cathodic Protection; Electrolysis | H06 | Highrise; Air-Rights-Type Buildings |
| C18 | Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting | H07 | Highways; Streets; Airfield Paving; Parking Lots |
| C19 | Cryogenic Facilities | H08 | Historical Preservation |
| D01 | Dams (<i>Concrete; Arch</i>) | H09 | Hospital & Medical Facilities |
| D02 | Dams (<i>Earth; Rock</i>); Dikes; Levees | H10 | Hotels; Motels |
| D03 | Desalinization (<i>Process & Facilities</i>) | H11 | Housing. (<i>Residential, Multi-Family; Apartments; Condominiums</i>) |
| D04 | Design-Build - Preparation of Requests for Proposals | H12 | Hydraulics & Pneumatics |
| D05 | Digital Elevation and Terrain Model Development | H13 | Hydrographic Surveying |
| D06 | Digital Orthophotography | | |
| D07 | Dining Halls; Clubs; Restaurants | | |
| D08 | Dredging Studies and Design | | |

List of Experience Categories (Profile Codes continued)

| Code | Description | Code | Description |
|-------------|---|-------------|--|
| I01 | Industrial Buildings; Manufacturing Plants | P09 | Product, Machine Equipment Design |
| I02 | Industrial Processes; Quality Control | P10 | Pneumatic Structures, Air-Support Buildings |
| I03 | Industrial Waste Treatment | P11 | Postal Facilities |
| I04 | Intelligent Transportation Systems | P12 | Power Generation, Transmission, Distribution |
| I05 | Interior Design; Space Planning | P13 | Public Safety Facilities |
| I06 | Irrigation; Drainage | R01 | Radar; Sonar; Radio & Radar Telescopes |
| J01 | Judicial and Courtroom Facilities | R02 | Radio Frequency Systems & Shieldings |
| L01 | Laboratories; Medical Research Facilities | R03 | Railroad; Rapid Transit |
| L02 | Land Surveying | R04 | Recreation Facilities (Parks, Marinas, Etc.) |
| L03 | Landscape Architecture | R05 | Refrigeration Plants/Systems |
| L04 | Libraries; Museums; Galleries | R06 | Rehabilitation (Buildings; Structures; Facilities) |
| L05 | Lighting (Interior; Display; Theater, Etc.) | R07 | Remote Sensing |
| L06 | Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.) | R08 | Research Facilities |
| M01 | Mapping Location/Addressing Systems | R09 | Resources Recovery; Recycling |
| M02 | Materials Handling Systems; Conveyors; Sorters | R10 | Risk Analysis |
| M03 | Metallurgy | R11 | Rivers; Canals; Waterways; Flood Control |
| M04 | Microclimatology; Tropical Engineering | R12 | Roofing |
| M05 | Military Design Standards | S01 | Safety Engineering; Accident Studies; OSHA Studies |
| M06 | Mining & Mineralogy | S02 | Security Systems; Intruder & Smoke Detection |
| M07 | Missile Facilities (Silos; Fuels; Transport) | S03 | Seismic Designs & Studies |
| M08 | Modular Systems Design; Pre-Fabricated Structures or Components | S04 | Sewage Collection, Treatment and Disposal |
| N01 | Naval Architecture; Off-Shore Platforms | S05 | Soils & Geologic Studies; Foundations |
| N02 | Navigation Structures; Locks | S06 | Solar Energy Utilization |
| N03 | Nuclear Facilities; Nuclear Shielding | S07 | Solid Wastes; Incineration; Landfill |
| O01 | Office Buildings; Industrial Parks | S08 | Special Environments; Clean Rooms, Etc. |
| O02 | Oceanographic Engineering | S09 | Structural Design; Special Structures |
| O03 | Ordnance; Munitions; Special Weapons | S10 | Surveying; Platting; Mapping; Flood Plain Studies |
| P01 | Petroleum Exploration; Refining | S11 | Sustainable Design |
| P02 | Petroleum and Fuel (Storage and Distribution) | S12 | Swimming Pools |
| P03 | Photogrammetry | S13 | Storm Water Handling & Facilities |
| P04 | Pipelines (Cross-Country - Liquid & Gas) | T01 | Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>) |
| P05 | Planning (Community, Regional, Areawide and State) | T02 | Testing & Inspection Services |
| P06 | Planning (Site, Installation, and Project) | T03 | Traffic & Transportation Engineering |
| P07 | Plumbing & Piping Design | T04 | Topographic Surveying and Mapping |
| P08 | Prisons & Correctional Facilities | T05 | Towers (<i>Self-Supporting & Guyed Systems</i>) |
| | | T06 | Tunnels & Subways |

List of Experience Categories (*Profile Codes continued*)

| Code | Description |
|-------------|--|
| U01 | Unexploded Ordnance Remediation |
| U02 | Urban Renewals; Community Development |
| U03 | Utilities (Gas and Steam) |
| V01 | Value Analysis; Life-Cycle Costing |
| W01 | Warehouses & Depots |
| W02 | Water Resources; Hydrology; Ground Water |
| W03 | Water Supply; Treatment and Distribution |
| W04 | Wind Tunnels; Research/Testing Facilities Design |
| Z01 | Zoning; Land Use Studies |

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

| | (Check) | | | | 9. FIRM NAME | 10. ADDRESS | 11. ROLE IN THIS CONTRACT |
|----|---------|-------------|---------------|---|--------------|-------------|---------------------------|
| | PRIME | J-V PARTNER | SUBCONTRACTOR | TRACTOR | | | |
| a. | | | | | | | |
| | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | | |
| b. | | | | | | | |
| | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | | |
| c. | | | | | | | |
| | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | | |
| d. | | | | | | | |
| | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | | |
| e. | | | | | | | |
| | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | | |
| f. | | | | | | | |
| | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | | |

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|--|---------------------------|---|----------------------|
| 12. NAME | 13. ROLE IN THIS CONTRACT | 14. YEARS EXPERIENCE | |
| | | a. TOTAL | b. WITH CURRENT FIRM |
| 15. FIRM NAME AND LOCATION <i>(City and State)</i> | | | |
| 16. EDUCATION <i>(Degree and Specialization)</i> | | 17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> | | | |

19. RELEVANT PROJECTS

| | | |
|---|---|-------------------------------------|
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |

| | |
|---|--------------------------------|
| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i> | 20. EXAMPLE PROJECT KEY NUMBER |
|---|--------------------------------|

| | | |
|--|-----------------------|-------------------------------------|
| 21. TITLE AND LOCATION <i>(City and State)</i> | 22. YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

23. PROJECT OWNER'S INFORMATION

| | | |
|------------------|--------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
|------------------|--------------------------|--------------------------------------|

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| | | | |
|-----------|---------------|---|----------|
| a. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| b. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| c. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| d. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| e. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| f. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) | 27. ROLE IN THIS CONTRACT (From Section E, Block 13) | 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.) | | | | | | | | | |
|--|---|--|---|---|---|---|---|---|---|---|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Jane A. Smith | Chief Architect | X | | X | | | | | | | |
| Joseph B. Williams | Chief Mechanical Engineer | X | X | X | X | | | | | | |
| Tara C. Donovan | Chief Electricial Engineer | X | X | | X | | | | | | |
| | | | | | | | | | | | |

29. EXAMPLE PROJECTS KEY

| NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) | NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) |
|--------|--|--------|---|
| 1 | Federal Courthouse, Denver, CO | 6 | XYZ Corporation Headquarters, Boston, MA |
| 2 | Justin J. Wilson Federal Building, Baton Rouge, LA | 7 | Founder's Museum, Newport, RI |

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **Unique Entity Identifier.** Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

| Code | Description | Code | Description |
|-------------|--|-------------|-------------------------------------|
| 01 | Acoustical Engineer | 32 | Hydraulic Engineer |
| 02 | Administrative | 33 | Hydrographic Surveyor |
| 03 | Aerial Photographer | 34 | Hydrologist |
| 04 | Aeronautical Engineer | 35 | Industrial Engineer |
| 05 | Archeologist | 36 | Industrial Hygienist |
| 06 | Architect | 37 | Interior Designer |
| 07 | Biologist | 38 | Land Surveyor |
| 08 | CADD Technician | 39 | Landscape Architect |
| 09 | Cartographer | 40 | Materials Engineer |
| 10 | Chemical Engineer | 41 | Materials Handling Engineer |
| 11 | Chemist | 42 | Mechanical Engineer |
| 12 | Civil Engineer | 43 | Mining Engineer |
| 13 | Communications Engineer | 44 | Oceanographer |
| 14 | Computer Programmer | 45 | Photo Interpreter |
| 15 | Construction Inspector | 46 | Photogrammetrist |
| 16 | Construction Manager | 47 | Planner: Urban/Regional |
| 17 | Corrosion Engineer | 48 | Project Manager |
| 18 | Cost Engineer/Estimator | 49 | Remote Sensing Specialist |
| 19 | Ecologist | 50 | Risk Assessor |
| 20 | Economist | 51 | Safety/Occupational Health Engineer |
| 21 | Electrical Engineer | 52 | Sanitary Engineer |
| 22 | Electronics Engineer | 53 | Scheduler |
| 23 | Environmental Engineer | 54 | Security Specialist |
| 24 | Environmental Scientist | 55 | Soils Engineer |
| 25 | Fire Protection Engineer | 56 | Specifications Writer |
| 26 | Forensic Engineer | 57 | Structural Engineer |
| 27 | Foundation/Geotechnical Engineer | 58 | Technician/Analyst |
| 28 | Geodetic Surveyor | 59 | Toxicologist |
| 29 | Geographic Information System Specialist | 60 | Transportation Engineer |
| 30 | Geologist | 61 | Value Engineer |
| 31 | Health Facility Planner | 62 | Water Resources Engineer |

List of Experience Categories (*Profile Codes*)

| Code | Description | Code | Description |
|------|---|------|--|
| A01 | Acoustics, Noise Abatement | E01 | Ecological & Archeological Investigations |
| A02 | Aerial Photography; Airborne Data and Imagery Collection and Analysis | E02 | Educational Facilities; Classrooms |
| A03 | Agricultural Development; Grain Storage; Farm Mechanization | E03 | Electrical Studies and Design |
| A04 | Air Pollution Control | E04 | Electronics |
| A05 | Airports; Navais; Airport Lighting; Aircraft Fueling | E05 | Elevators; Escalators; People-Movers |
| A06 | Airports; Terminals and Hangars; Freight Handling | E06 | Embassies and Chanceries |
| A07 | Arctic Facilities | E07 | Energy Conservation; New Energy Sources |
| A08 | Animal Facilities | E08 | Engineering Economics |
| A09 | Anti-Terrorism/Force Protection | E09 | Environmental Impact Studies, Assessments or Statements |
| A10 | Asbestos Abatement | E10 | Environmental and Natural Resource Mapping |
| A11 | Auditoriums & Theaters | E11 | Environmental Planning |
| A12 | Automation; Controls; Instrumentation | E12 | Environmental Remediation |
| B01 | Barracks; Dormitories | E13 | Environmental Testing and Analysis |
| B02 | Bridges | F01 | Fallout Shelters; Blast-Resistant Design |
| C01 | Cartography | F02 | Field Houses; Gyms; Stadiums |
| C02 | Cemeteries (<i>Planning & Relocation</i>) | F03 | Fire Protection |
| C03 | Charting: Nautical and Aeronautical | F04 | Fisheries; Fish ladders |
| C04 | Chemical Processing & Storage | F05 | Forensic Engineering |
| C05 | Child Care/Development Facilities | F06 | Forestry & Forest products |
| C06 | Churches; Chapels | G01 | Garages; Vehicle Maintenance Facilities; Parking Decks |
| C07 | Coastal Engineering | G02 | Gas Systems (Propane; Natural, Etc.) |
| C08 | Codes; Standards; Ordinances | G03 | Geodetic Surveying: Ground and Air-borne |
| C09 | Cold Storage; Refrigeration and Fast Freeze | G04 | Geographic Information System Services: Development, Analysis, and Data Collection |
| C10 | Commercial Building (<i>low rise</i>); Shopping Centers | G05 | Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting |
| C11 | Community Facilities | G06 | Graphic Design |
| C12 | Communications Systems; TV; Microwave | H01 | Harbors; Jetties; Piers, Ship Terminal Facilities |
| C13 | Computer Facilities; Computer Service | H02 | Hazardous Materials Handling and Storage |
| C14 | Conservation and Resource Management | H03 | Hazardous, Toxic, Radioactive Waste Remediation |
| C15 | Construction Management | H04 | Heating; Ventilating; Air Conditioning |
| C16 | Construction Surveying | H05 | Health Systems Planning |
| C17 | Corrosion Control; Cathodic Protection; Electrolysis | H06 | Highrise; Air-Rights-Type Buildings |
| C18 | Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting | H07 | Highways; Streets; Airfield Paving; Parking Lots |
| C19 | Cryogenic Facilities | H08 | Historical Preservation |
| D01 | Dams (<i>Concrete; Arch</i>) | H09 | Hospital & Medical Facilities |
| D02 | Dams (<i>Earth; Rock</i>); Dikes; Levees | H10 | Hotels; Motels |
| D03 | Desalinization (<i>Process & Facilities</i>) | H11 | Housing. (<i>Residential, Multi-Family; Apartments; Condominiums</i>) |
| D04 | Design-Build - Preparation of Requests for Proposals | H12 | Hydraulics & Pneumatics |
| D05 | Digital Elevation and Terrain Model Development | H13 | Hydrographic Surveying |
| D06 | Digital Orthophotography | | |
| D07 | Dining Halls; Clubs; Restaurants | | |
| D08 | Dredging Studies and Design | | |

List of Experience Categories (Profile Codes continued)

| Code | Description | Code | Description |
|-------------|---|-------------|--|
| I01 | Industrial Buildings; Manufacturing Plants | P09 | Product, Machine Equipment Design |
| I02 | Industrial Processes; Quality Control | P10 | Pneumatic Structures, Air-Support Buildings |
| I03 | Industrial Waste Treatment | P11 | Postal Facilities |
| I04 | Intelligent Transportation Systems | P12 | Power Generation, Transmission, Distribution |
| I05 | Interior Design; Space Planning | P13 | Public Safety Facilities |
| I06 | Irrigation; Drainage | R01 | Radar; Sonar; Radio & Radar Telescopes |
| J01 | Judicial and Courtroom Facilities | R02 | Radio Frequency Systems & Shieldings |
| L01 | Laboratories; Medical Research Facilities | R03 | Railroad; Rapid Transit |
| L02 | Land Surveying | R04 | Recreation Facilities (Parks, Marinas, Etc.) |
| L03 | Landscape Architecture | R05 | Refrigeration Plants/Systems |
| L04 | Libraries; Museums; Galleries | R06 | Rehabilitation (Buildings; Structures; Facilities) |
| L05 | Lighting (Interior; Display; Theater, Etc.) | R07 | Remote Sensing |
| L06 | Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.) | R08 | Research Facilities |
| M01 | Mapping Location/Addressing Systems | R09 | Resources Recovery; Recycling |
| M02 | Materials Handling Systems; Conveyors; Sorters | R10 | Risk Analysis |
| M03 | Metallurgy | R11 | Rivers; Canals; Waterways; Flood Control |
| M04 | Microclimatology; Tropical Engineering | R12 | Roofing |
| M05 | Military Design Standards | S01 | Safety Engineering; Accident Studies; OSHA Studies |
| M06 | Mining & Mineralogy | S02 | Security Systems; Intruder & Smoke Detection |
| M07 | Missile Facilities (Silos; Fuels; Transport) | S03 | Seismic Designs & Studies |
| M08 | Modular Systems Design; Pre-Fabricated Structures or Components | S04 | Sewage Collection, Treatment and Disposal |
| N01 | Naval Architecture; Off-Shore Platforms | S05 | Soils & Geologic Studies; Foundations |
| N02 | Navigation Structures; Locks | S06 | Solar Energy Utilization |
| N03 | Nuclear Facilities; Nuclear Shielding | S07 | Solid Wastes; Incineration; Landfill |
| O01 | Office Buildings; Industrial Parks | S08 | Special Environments; Clean Rooms, Etc. |
| O02 | Oceanographic Engineering | S09 | Structural Design; Special Structures |
| O03 | Ordnance; Munitions; Special Weapons | S10 | Surveying; Platting; Mapping; Flood Plain Studies |
| P01 | Petroleum Exploration; Refining | S11 | Sustainable Design |
| P02 | Petroleum and Fuel (Storage and Distribution) | S12 | Swimming Pools |
| P03 | Photogrammetry | S13 | Storm Water Handling & Facilities |
| P04 | Pipelines (Cross-Country - Liquid & Gas) | T01 | Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>) |
| P05 | Planning (Community, Regional, Areawide and State) | T02 | Testing & Inspection Services |
| P06 | Planning (Site, Installation, and Project) | T03 | Traffic & Transportation Engineering |
| P07 | Plumbing & Piping Design | T04 | Topographic Surveying and Mapping |
| P08 | Prisons & Correctional Facilities | T05 | Towers (<i>Self-Supporting & Guyed Systems</i>) |
| | | T06 | Tunnels & Subways |

List of Experience Categories *(Profile Codes continued)*

| Code | Description |
|-------------|--|
| U01 | Unexploded Ordnance Remediation |
| U02 | Urban Renewals; Community Development |
| U03 | Utilities (Gas and Steam) |
| V01 | Value Analysis; Life-Cycle Costing |
| W01 | Warehouses & Depots |
| W02 | Water Resources; Hydrology; Ground Water |
| W03 | Water Supply; Treatment and Distribution |
| W04 | Wind Tunnels; Research/Testing Facilities Design |
| Z01 | Zoning; Land Use Studies |

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

| | |
|---|-----------------------------------|
| 1. TITLE AND LOCATION <i>(City and State)</i> | |
| 2. PUBLIC NOTICE DATE | 3. SOLICITATION OR PROJECT NUMBER |

B. ARCHITECT-ENGINEER POINT OF CONTACT

| | | |
|---------------------|---------------|-------------------|
| 4. NAME AND TITLE | | |
| 5. NAME OF FIRM | | |
| 6. TELEPHONE NUMBER | 7. FAX NUMBER | 8. E-MAIL ADDRESS |

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

| | (Check) | | | | 9. FIRM NAME | 10. ADDRESS | 11. ROLE IN THIS CONTRACT |
|-----------|---------|-----|---------|---------------|---|-------------|---------------------------|
| | PRIME | J-V | PARTNER | SUBCONTRACTOR | | | |
| a. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| b. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| c. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| d. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| e. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| f. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|--|---------------------------|---|----------------------|
| 12. NAME | 13. ROLE IN THIS CONTRACT | 14. YEARS EXPERIENCE | |
| | | a. TOTAL | b. WITH CURRENT FIRM |
| 15. FIRM NAME AND LOCATION <i>(City and State)</i> | | | |
| 16. EDUCATION <i>(Degree and Specialization)</i> | | 17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> | | | |

19. RELEVANT PROJECTS

| | | | |
|-----------|--|-----------------------|-------------------------------------|
| a. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm | | |
| b. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm | | |
| c. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm | | |
| d. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm | | |
| e. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm | | |

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

| | | |
|--|-----------------------|-------------------------------------|
| 21. TITLE AND LOCATION <i>(City and State)</i> | 22. YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

23. PROJECT OWNER'S INFORMATION

| | | |
|------------------|--------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
|------------------|--------------------------|--------------------------------------|

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| | | | |
|----|---------------|---|----------|
| a. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| b. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| c. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| d. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| e. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| f. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

- 4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section G. Key Personnel Participation in Example Projects.

Section H. Additional Information.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

Section I. Authorized Representative.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) | 27. ROLE IN THIS CONTRACT (From Section E, Block 13) | 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.) | | | | | | | | | | | | |
|--|---|--|---|---|---|---|---|---|---|---|----|--|--|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | |
| Jane A. Smith | Chief Architect | X | | X | | | | | | | | | | |
| Joseph B. Williams | Chief Mechanical Engineer | X | X | X | X | | | | | | | | | |
| Tara C. Donovan | Chief Electricial Engineer | X | X | | X | | | | | | | | | |
| | | | | | | | | | | | | | | |

29. EXAMPLE PROJECTS KEY

| NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) | NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) |
|--------|--|--------|---|
| 1 | Federal Courthouse, Denver, CO | 6 | XYZ Corporation Headquarters, Boston, MA |
| 2 | Justin J. Wilson Federal Building, Baton Rouge, LA | 7 | Founder's Museum, Newport, RI |

Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

| Code | Description | Code | Description |
|------|--|------|-------------------------------------|
| 01 | Acoustical Engineer | 32 | Hydraulic Engineer |
| 02 | Administrative | 33 | Hydrographic Surveyor |
| 03 | Aerial Photographer | 34 | Hydrologist |
| 04 | Aeronautical Engineer | 35 | Industrial Engineer |
| 05 | Archeologist | 36 | Industrial Hygienist |
| 06 | Architect | 37 | Interior Designer |
| 07 | Biologist | 38 | Land Surveyor |
| 08 | CADD Technician | 39 | Landscape Architect |
| 09 | Cartographer | 40 | Materials Engineer |
| 10 | Chemical Engineer | 41 | Materials Handling Engineer |
| 11 | Chemist | 42 | Mechanical Engineer |
| 12 | Civil Engineer | 43 | Mining Engineer |
| 13 | Communications Engineer | 44 | Oceanographer |
| 14 | Computer Programmer | 45 | Photo Interpreter |
| 15 | Construction Inspector | 46 | Photogrammetrist |
| 16 | Construction Manager | 47 | Planner: Urban/Regional |
| 17 | Corrosion Engineer | 48 | Project Manager |
| 18 | Cost Engineer/Estimator | 49 | Remote Sensing Specialist |
| 19 | Ecologist | 50 | Risk Assessor |
| 20 | Economist | 51 | Safety/Occupational Health Engineer |
| 21 | Electrical Engineer | 52 | Sanitary Engineer |
| 22 | Electronics Engineer | 53 | Scheduler |
| 23 | Environmental Engineer | 54 | Security Specialist |
| 24 | Environmental Scientist | 55 | Soils Engineer |
| 25 | Fire Protection Engineer | 56 | Specifications Writer |
| 26 | Forensic Engineer | 57 | Structural Engineer |
| 27 | Foundation/Geotechnical Engineer | 58 | Technician/Analyst |
| 28 | Geodetic Surveyor | 59 | Toxicologist |
| 29 | Geographic Information System Specialist | 60 | Transportation Engineer |
| 30 | Geologist | 61 | Value Engineer |
| 31 | Health Facility Planner | 62 | Water Resources Engineer |

List of Experience Categories (Profile Codes)

| Code | Description | Code | Description |
|-------------|---|-------------|--|
| A01 | Acoustics, Noise Abatement | E01 | Ecological & Archeological Investigations |
| A02 | Aerial Photography; Airborne Data and Imagery Collection and Analysis | E02 | Educational Facilities; Classrooms |
| A03 | Agricultural Development; Grain Storage; Farm Mechanization | E03 | Electrical Studies and Design |
| A04 | Air Pollution Control | E04 | Electronics |
| A05 | Airports; Nav aids; Airport Lighting; Aircraft Fueling | E05 | Elevators; Escalators; People-Movers |
| A06 | Airports; Terminals and Hangars; Freight Handling | E06 | Embassies and Chanceries |
| A07 | Arctic Facilities | E07 | Energy Conservation; New Energy Sources |
| A08 | Animal Facilities | E08 | Engineering Economics |
| A09 | Anti-Terrorism/Force Protection | E09 | Environmental Impact Studies, Assessments or Statements |
| A10 | Asbestos Abatement | E10 | Environmental and Natural Resource Mapping |
| A11 | Auditoriums & Theaters | E11 | Environmental Planning |
| A12 | Automation; Controls; Instrumentation | E12 | Environmental Remediation |
| | | E13 | Environmental Testing and Analysis |
| B01 | Barracks; Dormitories | F01 | Fallout Shelters; Blast-Resistant Design |
| B02 | Bridges | F02 | Field Houses; Gyms; Stadiums |
| C01 | Cartography | F03 | Fire Protection |
| C02 | Cemeteries (<i>Planning & Relocation</i>) | F04 | Fisheries; Fish ladders |
| C03 | Charting: Nautical and Aeronautical | F05 | Forensic Engineering |
| C04 | Chemical Processing & Storage | F06 | Forestry & Forest products |
| C05 | Child Care/Development Facilities | G01 | Garages; Vehicle Maintenance Facilities; Parking Decks |
| C06 | Churches; Chapels | G02 | Gas Systems (Propane; Natural, Etc.) |
| C07 | Coastal Engineering | G03 | Geodetic Surveying: Ground and Air-borne |
| C08 | Codes; Standards; Ordinances | G04 | Geographic Information System Services: Development, Analysis, and Data Collection |
| C09 | Cold Storage; Refrigeration and Fast Freeze | G05 | Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribbling, Drafting |
| C10 | Commercial Building (<i>low rise</i>); Shopping Centers | G06 | Graphic Design |
| C11 | Community Facilities | H01 | Harbors; Jetties; Piers, Ship Terminal Facilities |
| C12 | Communications Systems; TV; Microwave | H02 | Hazardous Materials Handling and Storage |
| C13 | Computer Facilities; Computer Service | H03 | Hazardous, Toxic, Radioactive Waste Remediation |
| C14 | Conservation and Resource Management | H04 | Heating; Ventilating; Air Conditioning |
| C15 | Construction Management | H05 | Health Systems Planning |
| C16 | Construction Surveying | H06 | Highrise; Air-Rights-Type Buildings |
| C17 | Corrosion Control; Cathodic Protection; Electrolysis | H07 | Highways; Streets; Airfield Paving; Parking Lots |
| C18 | Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting | H08 | Historical Preservation |
| C19 | Cryogenic Facilities | H09 | Hospital & Medical Facilities |
| D01 | Dams (<i>Concrete; Arch</i>) | H10 | Hotels; Motels |
| D02 | Dams (<i>Earth; Rock</i>); Dikes; Levees | H11 | Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>) |
| D03 | Desalinization (<i>Process & Facilities</i>) | H12 | Hydraulics & Pneumatics |
| D04 | Design-Build - Preparation of Requests for Proposals | H13 | Hydrographic Surveying |
| D05 | Digital Elevation and Terrain Model Development | | |
| D06 | Digital Orthophotography | | |
| D07 | Dining Halls; Clubs; Restaurants | | |
| D08 | Dredging Studies and Design | | |

List of Experience Categories (*Profile Codes continued*)

| Code | Description | Code | Description |
|------|---|------|--|
| I01 | Industrial Buildings; Manufacturing Plants | P09 | Product, Machine Equipment Design |
| I02 | Industrial Processes; Quality Control | P10 | Pneumatic Structures, Air-Support Buildings |
| I03 | Industrial Waste Treatment | P11 | Postal Facilities |
| I04 | Intelligent Transportation Systems | P12 | Power Generation, Transmission, Distribution |
| I05 | Interior Design; Space Planning | P13 | Public Safety Facilities |
| I06 | Irrigation; Drainage | R01 | Radar; Sonar; Radio & Radar Telescopes |
| J01 | Judicial and Courtroom Facilities | R02 | Radio Frequency Systems & Shieldings |
| L01 | Laboratories; Medical Research Facilities | R03 | Railroad; Rapid Transit |
| L02 | Land Surveying | R04 | Recreation Facilities (Parks, Marinas, Etc.) |
| L03 | Landscape Architecture | R05 | Refrigeration Plants/Systems |
| L04 | Libraries; Museums; Galleries | R06 | Rehabilitation (Buildings; Structures; Facilities) |
| L05 | Lighting (Interior; Display; Theater, Etc.) | R07 | Remote Sensing |
| L06 | Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.) | R08 | Research Facilities |
| M01 | Mapping Location/Addressing Systems | R09 | Resources Recovery; Recycling |
| M02 | Materials Handling Systems; Conveyors; Sorters | R10 | Risk Analysis |
| M03 | Metallurgy | R11 | Rivers; Canals; Waterways; Flood Control |
| M04 | Microclimatology; Tropical Engineering | R12 | Roofing |
| M05 | Military Design Standards | S01 | Safety Engineering; Accident Studies; OSHA Studies |
| M06 | Mining & Mineralogy | S02 | Security Systems; Intruder & Smoke Detection |
| M07 | Missile Facilities (Silos; Fuels; Transport) | S03 | Seismic Designs & Studies |
| M08 | Modular Systems Design; Pre-Fabricated Structures or Components | S04 | Sewage Collection, Treatment and Disposal |
| N01 | Naval Architecture; Off-Shore Platforms | S05 | Soils & Geologic Studies; Foundations |
| N02 | Navigation Structures; Locks | S06 | Solar Energy Utilization |
| N03 | Nuclear Facilities; Nuclear Shielding | S07 | Solid Wastes; Incineration; Landfill |
| O01 | Office Buildings; Industrial Parks | S08 | Special Environments; Clean Rooms, Etc. |
| O02 | Oceanographic Engineering | S09 | Structural Design; Special Structures |
| O03 | Ordnance; Munitions; Special Weapons | S10 | Surveying; Platting; Mapping; Flood Plain Studies |
| P01 | Petroleum Exploration; Refining | S11 | Sustainable Design |
| P02 | Petroleum and Fuel (Storage and Distribution) | S12 | Swimming Pools |
| P03 | Photogrammetry | S13 | Storm Water Handling & Facilities |
| P04 | Pipelines (Cross-Country - Liquid & Gas) | T01 | Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>) |
| P05 | Planning (Community, Regional, Areawide and State) | T02 | Testing & Inspection Services |
| P06 | Planning (Site, Installation, and Project) | T03 | Traffic & Transportation Engineering |
| P07 | Plumbing & Piping Design | T04 | Topographic Surveying and Mapping |
| P08 | Prisons & Correctional Facilities | T05 | Towers (<i>Self-Supporting & Guyed Systems</i>) |
| | | T06 | Tunnels & Subways |

List of Experience Categories (*Profile Codes continued*)

| Code | Description |
|-------------|--|
| U01 | Unexploded Ordnance Remediation |
| U02 | Urban Renewals; Community Development |
| U03 | Utilities (Gas and Steam) |
| V01 | Value Analysis; Life-Cycle Costing |
| W01 | Warehouses & Depots |
| W02 | Water Resources; Hydrology; Ground Water |
| W03 | Water Supply; Treatment and Distribution |
| W04 | Wind Tunnels; Research/Testing Facilities Design |
| Z01 | Zoning; Land Use Studies |

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

| | (Check) | | | | 9. FIRM NAME | 10. ADDRESS | 11. ROLE IN THIS CONTRACT |
|----|---------|----|---------|---------------|---|-------------|---------------------------|
| | PRIME | JV | PARTNER | SUBCONTRACTOR | | | |
| a. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| b. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| c. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| d. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| e. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |
| f. | | | | | <input type="checkbox"/> CHECK IF BRANCH OFFICE | | |

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

| | | | |
|--|---------------------------|---|----------------------|
| 12. NAME | 13. ROLE IN THIS CONTRACT | 14. YEARS EXPERIENCE | |
| | | a. TOTAL | b. WITH CURRENT FIRM |
| 15. FIRM NAME AND LOCATION <i>(City and State)</i> | | | |
| 16. EDUCATION <i>(Degree and Specialization)</i> | | 17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> | | | |

19. RELEVANT PROJECTS

| | | | |
|-----------|--|---|-------------------------------------|
| a. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| b. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| c. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| d. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |
| e. | (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |
| | (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE | <input type="checkbox"/> Check if project performed with current firm | |

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

| | | |
|--|-----------------------|-------------------------------------|
| 21. TITLE AND LOCATION <i>(City and State)</i> | 22. YEAR COMPLETED | |
| | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

23. PROJECT OWNER'S INFORMATION

| | | |
|------------------|--------------------------|--------------------------------------|
| a. PROJECT OWNER | b. POINT OF CONTACT NAME | c. POINT OF CONTACT TELEPHONE NUMBER |
|------------------|--------------------------|--------------------------------------|

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| | | | |
|----|---------------|---|----------|
| a. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| b. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| c. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| d. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| e. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| f. | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ATTACHMENT F

STAFFING PLAN

ATTACHMENT G
SAMPLE PRELIMINARY DESIGN
AGREEMENT

This Preliminary Design Services Agreement (this “**Agreement**”) is made as of this ___ day of _____, 20___, by and between the Maryland Stadium Authority (“**MSA**”), a body politic and instrumentality of the State of Maryland located the Warehouse at Camden Yards, 333 West Camden Street, Suite 500, Baltimore, MD 21201, and _____ (the “**Architect**”) whose address is _____.

RECITALS

WHEREAS, MSA issued a Request for Proposals (“**RFP**”) dated as ___ of for the purpose of procuring Preliminary Design Services (“**A/E Services**”) for the development of ___ (the “**Project**”), which RFP is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Architect submitted its Proposal (the “**Proposal**”) dated ___, and its Best and Final Offer (“**BAFO**”) which are attached hereto as Exhibit B and made a part hereof. The Proposal and the BAFO are herein referred to together as the “**Proposal**”; and

WHEREAS, the Architect represents that it obtained clarification of its questions with respect to the proposed scope of work (the “**Work**”) set forth in the RFP prior to submission of its Proposal; and

WHEREAS, the Architect represents that is has the knowledge and experience necessary to perform the Preliminary Design Services set forth in this Agreement; and

Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference and made a part of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, MSA and the Architect hereby agree as follows:

ARTICLE 1 GENERAL PROVISIONS

Section 1.0 Relationship

Architect recognizes and accepts that MSA is entering into this Agreement in reliance on Architect’s expertise, skills and abilities with respect to performing its obligations hereunder. Architect accepts the relationship of trust and confidence established between it and MSA and shall furnish its best skill and judgment and cooperate with MSA and its contractors and consultants in furthering the interests of MSA. Architect shall furnish efficient business administration and management of its services in an expeditious and economical manner consistent with the interests of MSA. Architect shall be an agent of MSA to the extent and only to the extent required to properly perform the services requested of it by MSA under this Agreement; and

Architect shall not represent or hold itself out to have any authority to act on behalf of or bind MSA other than as specifically provided herein.

Section 1.02 Compliance with laws

The Architect hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation) pursuant to § 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, and that it will take such action as, from time to time hereafter may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

(c) EPA compliance. Materials, supplies, equipment and other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable;

(d) Occupational Safety and Health (OSHA). All materials, equipment, supplies or services shall comply with the applicable U.S. and the Maryland Occupational Safety and Health Act Standards and related regulations;

(e) All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this Agreement; and

(f) Architect shall obtain at its own expense (except as provided in this Agreement), and comply with federal, State, and local permits, licenses, certifications, inspections, insurance, and governmental approvals, required in connection with the Work required under this Agreement.

Section 1.03 Quality of Work and Standard of Care

1.03.1 All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill usually exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to the Project and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Project is located.

Section 1.04 Order of Document Precedence

If there is any conflict among the Agreement documents, then the following order of precedence will govern:

- a. This Agreement, including all Exhibits and any amendments thereto,
- b. The Contract Affidavit;
- c. The RFP and subsequent addenda;
- d. The Architect's Proposal.

Section 1.05 Entire Agreement

This Agreement (including all Exhibits) represents the entire and integrated agreement between MSA and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 1.06 References to Articles and Sections

As used in this Agreement, any reference to an Article or Section number refers to Articles and Sections in this Agreement unless otherwise stated.

ARTICLE 2 PRELIMINARY DESIGN SERVICES

Section 2.01 Basic Preliminary Design Services

The Basic Preliminary Design Services required from the Architect are set forth in the RFP. The Architect shall provide these services in accordance with the terms and conditions of this Agreement and any Exhibits attached hereto or amendments issued hereunder. MSA shall have the unilateral right to require changes in the scope of services in this Agreement, provided such changes are within the general scope of the work to be performed. In addition, the Architect shall perform and be bound by any and all obligations set forth in the RFP and the Proposal.

2.01.1 Project. The Architect is not authorized to make any changes to the Project without written consent from MSA.

2.01.2 Design Criteria. In addition to the scope of services set forth in the RFP, design criteria shall ensure that the Preliminary Design Services, to the maximum extent possible include consideration of the following:

- (a) design and construction to achieve efficient utilization of space, and sustainable design goals, enhance the health and wellness of building users, and reduce consumption of non-renewable resources.;
- (b) economical construction, operation, and maintenance;
- (c) sound structures of conventional shapes that are attractive and functional, with special attention to the economics of the interrelationship of architectural, structural, mechanical and electrical systems;
- (d) efficient site utilization;
- (e) consideration for adjacent structures;
- (f) logical and safe pedestrian and vehicular circulation patterns;
- (g) clear identification of the main entrance;
- (h) efficient and well organized floor plans;
- (i) flexibility for future use

- (l) prevention of the unnecessary removal of vegetation during the land development process; and
- (m) promoting energy conservation through the cooling and wind buffering effects of trees.

NOTE: The Architect shall investigate the availability of energy incentive/rebate programs offered by the local utility company. Appropriate features will be incorporated into the lighting design to accrue the maximum benefit of such programs for the State. NOTE: The Architect will comply with the National Energy Policy Act (DOE) prohibiting the manufacture of certain light sources.

Section 2.02 Additional Services

Additional Services requested of, or by Architect shall be provided with MSA's and Architect's mutual written agreement executed by both parties. Unless otherwise specified, the Architect's compensation for additional services shall be paid for in accordance with Article 3 and based upon actual time spent at the hourly rate(s) agreed to in advance in writing by MSA.

Section 2.03 Merger of Agreements

2.03.1 Architect Agreement. MSA in MSA's sole discretion may offer the Architect the opportunity to enter into an Architect Agreement for Architectural/Engineering Services Agreement (the "**Architect Agreement**") with MSA following the conclusion of the Preliminary Design Services set forth in this Agreement. If Architect and MSA execute an Architect Agreement, Architect shall be bound by all of the terms and conditions set forth in this Agreement as if those terms and conditions are restated in their entirety in the Architect Agreement. Architect's actual knowledge of the Project, the required scope of work, and the facts and circumstances learned during preliminary design will be an important consideration in MSA's selection of the Architect for the Architect Agreement.

2.03.2 A *sample* of the Architect Agreement is attached as Exhibit C. The sample agreement may not contain all of the same provisions as the final Architect Agreement for the Project.

Section 2.04 MSA'S Responsibilities

MSA shall provide the Architect with any additional information it has or may obtain regarding requirements for the Project and which are relevant to the Preliminary Design work.

ARTICLE 3 COMPENSATION AND PAYMENT PROVISIONS

Section 3.01 Architect's Compensation

Architect's total fees for A/E Services shall not exceed \$____, as set forth on the BAFO ("**Architect Compensation**").

Section 3.02 State Payment Provisions

(a) In addition to any other information required by the Procurement Officer, the Architect's invoices shall include a tax payer identification number and contract identification number.

(b) Payments to the Architect pursuant to this Agreement and which are not in dispute shall be made no later than thirty (30) days after MSA's receipt of a proper invoice from the Architect.

(c) Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

Section 3.03 Reimbursable Expenses

3.03.1 The Architect shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Architect (its employees or consultants) in the performance of this Agreement, subject to the terms and conditions set forth in the RFP, this Agreement, and the approval of MSA, and shall include but not be limited to:

3.03.2 The *actual costs* of reproducing and delivering (via USPS, messenger or overnight delivery services) project documents to MSA and other State agencies that will issue permits for the Project or for required review submissions.

3.03.3 Transportation expenses are included with Basic Services. Therefore, reimbursement will only apply to transportation expenses incurred by the Architect in connection to travel that is (a) over and above what is included in Basic Services; and (b) requested by, or with the prior approval of MSA. Reimbursement shall be at the standard State rate of travel.

3.03.4 Such other expenses incurred in connection with the Project with the prior written authorization by MSA.

3.03.5 Reimbursable expenses shall be documented with receipts and highlighted in expense reports if combined with non-reimbursable expense. Any reimbursable expenses in excess of \$1,000 requires prior written approval from MSA.

3.03.6 The Architect's projected itemized schedule of reimbursable expenses is attached hereto as Exhibit D.

Section 3.04 Non-Reimbursable Expenses

3.04.1 The Architect shall not be reimbursed for indirect or miscellaneous office expenses such as: (i) secretarial services; (ii) preparation and review of billings; (iii) in-house messenger services; (iv) employee overtime costs; (v) long distance telephone or other communication services between the Architect and MSA or between employees or consultants of the Architect; and (vi) cost to reproduce and deliver documents between the Architect's (or its consultants') offices.

3.04.2 All photocopying charges shall be at cost.

**ARTICLE 4
INTELLECTUAL PROPERTY**

Architect agrees to indemnify and save harmless MSA, its officers, agents and employees with respect to any claim, action, costs, or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.

**ARTICLE 5
OWNERSHIP OF DOCUMENTS AND MATERIALS**

Architect agrees that all documents and materials including, but not limited to, reports, drawings, schedules, plans, maps, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the Agreement shall at any time during the performance of the services be made available to MSA upon request by MSA and shall become and remain the exclusive property of MSA upon termination or completion of the services. MSA shall have the right to use same without restriction or limitation and without compensation to the Architect other than that provided by this Agreement. MSA shall be the owner for purposes of copyright, patent or trademark registration.

**ARTICLE 6
INDEMNIFICATION
AND
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

Section 6.01 Indemnification

(a) Architect agrees to indemnify, defend, protect and hold harmless MSA and its officers, agents, members and employees from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including reasonable attorney fees, arising out of, caused by, or resulting from Architect's negligence or willful misconduct.

(b) Architect shall not be responsible for the acts or omissions of MSA, or any Architect, subcontractor, subsubcontractor, or Consultant used by MSA with respect to the Project.

(c) Neither Architect nor MSA shall be liable to the other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, and epidemic, atmospheric condition of unusual severity, war, and strikes. However, in the event of any such delays, the period by which the Architect has to provide the services under this Agreement shall be extended by a period of time corresponding with the period of which the work was delayed and Architect shall be entitled to an equitable adjustment in its Compensation.

(d) The above indemnity shall survive expiration or termination of this Agreement.

Section 6.02 Responsibility for Claims and Liability

The Architect shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Architect shall indemnify and save harmless MSA its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Architect under this Agreement.

**ARTICLE 7
RETENTION OF RECORDS**

The Architect shall retain and maintain all records and documents relating to this Agreement for *three* years after final payment by MSA or the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MSA, including the procurement officer or designee, at all reasonable times.

**ARTICLE 8
CONFIDENTIAL INFORMATION**

Section 8.01 Confidential Information

In order for Architect to fulfill this Agreement effectively, it may be necessary or desirable for MSA to disclose to Architect information which MSA deems confidential or proprietary or information categorized as trade secrets (collectively "**Confidential Information**") and that pertain to MSA's past, present or future activities. Any information which MSA designates as Confidential, Architect shall take all necessary steps to maintain in a secure and confidential manner, and to limit access to only those persons under Architect's direct supervision who are required to access the information in order to accomplish the Work under this Agreement. Architect further agrees that it will not disclose any such Confidential Information without the prior written consent of MSA.

Upon termination of this Agreement, Architect shall upon written request from MSA return to MSA all documents and records provided by MSA, and any information or materials derived therefrom, which are in Architect's possession or control. However, Architect shall be allowed to make copies of such documents, records, information and material.

ARTICLE 9 INSURANCE REQUIREMENTS

Section 9.01 Insurance

(a) Architect shall maintain Workmen's Compensation Insurance, as required by law, by coverage with an insurance company acceptable to MSA for damages which may arise from operations under this Agreement.

(b) Architect shall insure itself, name the State, MSA (and others directed by MSA) as an additional insured, and shall hold MSA harmless from any claim for bodily injury, liability and property damage liability arising from Architect's work.

(c) The limits for bodily injury liability shall not be less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The minimum limit for property damage liability shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(d) Architect shall provide, at its own expense, during the term of the Agreement, automobile liability insurance covering all owned and non-owned and hired vehicles used in connection with the work under this Agreement, with the following limits: personal injury including death: \$500,000 per person, \$1,000,000 per accident; and property damage \$50,000 per accident. Said insurance shall provide coverage of both on-site and off-site work under this Agreement.

(e) Certificates of Architect's insurance shall be provided to MSA and shall be subject to MSA's approval. No work shall be started until appropriate certificates have been provided to and approved by MSA.

9.01.1 The insurance requirements under the Architect Agreement, if applicable, may be different than those required under this Agreement.

ARTICLE 10 STATE TERMS

Section 10.01 General State Terms

10.01.1 Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Maryland and the parties hereto expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

10.01.2 Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto

10.01.3 Assignment. This Agreement may not be assigned by either Party, in whole or in part without the written consent of the other; provided however, that MSA may assign any or all of its rights under this Agreement to the State of Maryland, or any agency or department thereof. The

Architect shall notify the MSA immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Architect

10.01.4 Incorporation by Reference. All terms and conditions and any changes thereto, are made a part of this Agreement.

10.01.5 Non-Hiring of Employees. No official or employee of the State as defined in State Government Article § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement shall, during the pendency or term of this Agreement and while serving as an official or employee of the State, become or be an employee of the Architect or any entity that is a subcontractor on this Agreement.

10.01.6 Articles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or provision thereof.

10.01.7 Personal Liability of Public Officials. In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of MSA, either personally or as officials of the State, it being understood that in all such matters the act solely as agents and representation of MSA.

Section 10.02 Non-Discrimination Provisions

10.02.1 Nondiscrimination in Employment. Architect agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Section 10.03 Disclosures and Ethics

10.03.1 Financial Disclosure. Architect shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

10.03.2 Statement of Political Contributions. Architect shall comply with the Election Law Article, Title 14 Subtitle 1, Md. Code Ann., which requires that a person doing public business with the State, shall file a statement with the State Board of Elections as provided in section 14-

10.03.3. Generally, this applies to every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file

with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

10.03.4 Anti-Bribery. Architect warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

10.03.5 Contingent Fees. Architect warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Architect, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

10.03.6 Appropriation of Funds. If funds are not appropriated or otherwise made available to MSA to support continuation of this Agreement, this Agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available; provided, however, that this will not affect either party's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Architect and MSA from future performance of this Agreement, but not from their rights and obligations existing at the time of termination. The Architect shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of this Agreement. MSA shall notify the Architect as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first. Architect may not recover anticipatory profits or costs incurred after termination.

Section 10.04 Drug and Alcohol Free Workplace

The Architect warrants that the Architect shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Architect shall remain in compliance throughout the term of this Agreement.

Section 10.05 Tax Exemption

MSA is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Where it is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Maryland Sales Tax shall be paid and the exemption does not apply.

Section 10.06 Governmental Immunities

Nothing in the preceding provision, or in any other term or provision in this Agreement, shall waive, limit, or otherwise affect in any way the limitations, immunities or notice requirements applicable to claims against MSA as unit of the State of Maryland.

Section 10.07 Tort Claims Acts

Architect agrees for itself and for its insurers, that neither Architect nor its insurers may raise or use any governmental immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against MSA or Client, unless requested by MSA.

Section 10.08 Independent Architect Status

The Architect is an independent Architect and neither the Architect nor its employees, agents or representatives shall be considered employees, agents or representative of the State or of MSA. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint venturers or an association between the State or MSA and the Architect.

Section 10.09 No Arbitration

No Arbitration: No dispute or controversy under this Agreement shall be subject to binding arbitration.

Section 10.10 Approvals

This Agreement shall not be effective until all required approvals of the Maryland Stadium Authority Board and the State of Maryland Board of Public Works (if required) have been obtained. No Work shall be commenced hereunder until MSA notifies the Architect that such approvals have been obtained.

Section 10.11 No Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MSA or the Architect. There are no intended third party beneficiaries of this Agreement.

Section 10.12 Time of the Essence

Time is of the essence in the performance of the obligations of the Architect under this Agreement.

Section 10.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 10.14 Termination

TERMINATION. At any time during the effectiveness of the Agreement, MSA shall have the right, with or without cause, upon ten (10) days written notice to Architect, to terminate this Agreement in whole or in part. In the event of a termination, Architect shall deliver to MSA all materials within Architect's custody or control pertaining to the Project, and MSA shall pay to Architect all amounts due and earned to the time of the termination, in accordance with the provisions of this Agreement. Except as specially set forth above, such termination shall not give rise to any cause of action or claim against MSA for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provisions of this Agreement, if in the judgment of MSA, such termination is made necessary or desirable because of Architect's failure

to fulfill its obligations under this Agreement or any other fault of Architect, MSA may withhold payment of all or any part of any monies which otherwise may be payable to Architect under this Agreement. Such monies may be applied toward any damages or expenses sustained by MSA as a result of such failure including, without limitation, any excess costs incurred by MSA in completing the Project. Notwithstanding the foregoing, Architect shall remain liable to MSA for all such damages and expenses without limitation to any such monies withheld by MSA. The failure of MSA to withhold monies from Architect shall not be construed as an acknowledgment by MSA that no such damages or expenses exist and shall not prevent MSA from thereafter making any claim against Architect therefore.

Section 10.15 Taxes; Withholding

MSA shall not withhold federal, State, and local taxes and FICA taxes, if any, from payments made pursuant to this Agreement.

Section 10.16 Dispute Resolution

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this Agreement that are not disposed of by mutual agreement shall be resolved in accordance with this Section.

10.16.1 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this Article. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this Article.

10.16.2 A claim shall be made in writing and submitted to the Project Executive identified in Section 10.18 for decision within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

10.16.3 When a claim cannot be resolved by mutual agreement, the Architect shall submit a written request for final decision to the Project Executive. The written request shall set forth all the facts surrounding the controversy.

10.16.4 The Architect shall be afforded an opportunity to be heard and to offer evidence in support of his claim.

10.16.5 The Project Executive shall render a written decision on all claims within 90 days of receipt of the Architect's written claim, unless the Project Executive determines that a longer period is necessary to resolve the claim. If a decision is not issued within 90 days, the Project Executive shall notify the Architect of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Architect, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Project Executive's decision shall be deemed the final action of the MSA.

10.16.6 The Project Executive's decision shall be final and conclusive without prejudice to the rights of the Architect to institute suit after completion of the Work in a court of competent

jurisdiction for losses incurred by Architect as a result of the Project Executive's decision. Architect hereby waives any rights that he may have at any time to institute suit or file other claims or causes of action, at law or in equity, prior to completing all of the Work under the Contract Documents. The applicable statute of limitations shall be extended until six (6) months following completion of the Work.

10.16.7 Pending resolution of a claim, the Architect shall proceed diligently with the performance of the Agreement in accordance with the Project Executive's decision.

Section 10.17 Contract Affidavit

Simultaneously with the execution of this Agreement, Architect shall execute, seal and deliver to MSA the signed contract affidavit attached hereto as Exhibit E.

Section 10.18 Contract Representatives

The following individuals are designated as representatives for the purposes of the routine management of the Agreement and communication between the parties:

MSA Project Manager:

MSA Project Executive:

Architect Project Manager:

Section 10.19 Notices

All notices required or permitted hereunder shall be in writing and delivered personally or by registered or certified mail (restricted delivery) return receipt requested, postage prepaid to the addresses set forth below:

If to MSA:

Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, MD 21201-2435
Attention: Al Tyler, Vice President

With copy to:

Office of the Attorney General
Attn: Cynthia Hahn, Counsel MSA
200 St. Paul Place, 20th Floor
Baltimore, MD 21202

If to the Architect:

Company Name:
City, State, Zip:
Attn:

Any party may designate another addressee or change its address by notice given to the other party pursuant to this Section. All notices shall be deemed given upon receipt thereof or at the time delivery is refused.

Signatures on following page

The effective date (the “**Effective Date**”) of this Agreement shall be the last date that this Agreement is executed either by the Architect or the Maryland Stadium Authority.

ATTEST:

MARYLAND STADIUM AUTHORITY

By: _____

By: _____

Michael J. Frenz, Executive Director

Approved for legal form and sufficiency on
behalf of the Maryland Stadium Authority

Amy K. Mataban
Assistant Attorney General

ATTEST:

ARCHITECT

By: _____

By: _____ (SEAL)

Authorized Officer

Exhibit A

Exhibit B

Exhibit C

CONTRACT AFFIDAVIT

1.0 AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____

and the duly authorized representative of _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

2.0 CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

.1 The business named above is a (domestic) (foreign) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

.2 Except as validly contested, the business has paid, or has arranged for payment of, all taxes due 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 the State of Maryland prior to final settlement.

3.0 AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

4.0 CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

5.0 DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

.1 Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

.2 By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under this contract, the business shall:

- .1 Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- .2 Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- .3 Prohibit its employees from working under the influence of drugs or alcohol;
- .4 Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- .5 Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- .6 Establish drug and alcohol abuse awareness programs to inform its employees about:
 - .1 The dangers of drug and alcohol abuse in the workplace;
 - .2 The business policy of maintaining a drug and alcohol free workplace;
 - .3 Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - .4 The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - .5 Provide all employees engaged in the performance of the contract with a copy of the statement required by §5.2.2, above;
 - .6 Notify its employees in the statement required by §5.2.2, above, that as a condition of continued employment on the contract, the employee shall:
 - .1 Abide by the terms of the statement;
 - .2 Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- .7 Notify the procurement officer within ten (10) days after receiving notice under §5.2.8.2, above, or otherwise receiving actual notice of a conviction;
- .8 Within thirty (30) days after receiving notice under §5.2.8.2, above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions

or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- .1 Take appropriate personnel action against an employee, up to and including termination; or
 - .2 Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - .9 Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §5.2.1-.10, above.
- .3 If the business is an individual, the individual shall certify and agree as set forth in §5.4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- .4 I acknowledge and agree that:
- .1 The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - .2 The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - .3 The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

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)

ATTACHMENT H
FINANCIAL PROPOSAL FORM

REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
MLS NEXT PRO MULTI-USE SOCCER STADIUM

FINANCIAL PROPOSAL FORM - CARROLL PARK

DESCRIPTION OF ITEM & AMOUNT (In Written Words)

AMOUNT

| | | |
|---|-------|---|
| 1.0 Preliminary Design (Scope of Work Item 3.4) at: | \$ | - |
| Phase Specific A/E Reimbursable Allowance | \$ | - |
| Sub-total: | \$ | - |
| Owner Allowance (equal to 10% of sub-total) | \$ | - |
| Total: | \$ | - |
| | | |
| 2.0 Project Design (Scope of Work Item 3.5.a through 3.5.d) | | |
| PERCENTAGE RANGE IF COST OF WORK IS: | | |
| Up to \$50 million | _____ | % |
| \$50 million to \$60 million | _____ | % |
| \$60 million to \$70 million | _____ | % |
| \$70 million to \$80 million | _____ | % |
| \$80 million and above | _____ | % |
| | | |
| 3.0 Construction Administration (Scope of Work Item 3.5.e) | | |
| PERCENTAGE RANGE IF COST OF WORK IS: | | |
| Up to \$50 million | _____ | % |
| \$50 million to \$60 million | _____ | % |
| \$60 million to \$70 million | _____ | % |
| \$70 million to \$80 million | _____ | % |
| \$80 million and above | _____ | % |

Financial proposals evaluated on the amount included in Item #1 (Preliminary Design) and an analysis of the percentages included in Item #2 (Project Design) and Item #3 (Construction Administration)

Submitted By:

(Company)

(Typed Name & Title)

(Signature)

(Date)

**REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
MLS NEXT PRO MULTI-USE SOCCER STADIUM**

WORK TASK DURATION - CARROLL PARK

| START | | COMPLETE | NUMBER OF MONTHS |
|------------------------------|----|-------------------------------|-------------------------|
| Notice To Proceed | to | Preliminary Design | |
| Preliminary Design | to | Schematic Design | |
| Schematic Design | to | Design Development | |
| Design Development | to | Construction Documents (50%) | |
| Construction Documents (50%) | to | Construction Documents (70%) | |
| Construction Documents (70%) | to | Construction Documents (95%) | |
| Construction Documents (95%) | to | Construction Documents (100%) | |

REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
MLS NEXT PRO MULTI-USE SOCCER STADIUM

FINANCIAL PROPOSAL FORM - SWANN PARK

DESCRIPTION OF ITEM & AMOUNT (In Written Words)

AMOUNT

| | | |
|---|-------|---|
| 1.0 Preliminary Design (Scope of Work Item 3.4) at: | \$ | - |
| Phase Specific A/E Reimbursable Allowance | \$ | - |
| Sub-total: | \$ | - |
| Owner Allowance (equal to 10% of sub-total) | \$ | - |
| Total: | \$ | - |
| | | |
| 2.0 Project Design (Scope of Work Item 3.5.a through 3.5.d) | | |
| PERCENTAGE RANGE IF COST OF WORK IS: | | |
| Up to \$50 million | _____ | % |
| \$50 million to \$60 million | _____ | % |
| \$60 million to \$70 million | _____ | % |
| \$70 million to \$80 million | _____ | % |
| \$80 million and above | _____ | % |
| | | |
| 3.0 Construction Administration (Scope of Work Item 3.5.e) | | |
| PERCENTAGE RANGE IF COST OF WORK IS: | | |
| Up to \$50 million | _____ | % |
| \$50 million to \$60 million | _____ | % |
| \$60 million to \$70 million | _____ | % |
| \$70 million to \$80 million | _____ | % |
| \$80 million and above | _____ | % |

Financial proposals evaluated on the amount included in Item #1 (Preliminary Design) and an analysis of the percentages included in Item #2 (Project Design) and Item #3 (Construction Administration)

Submitted By:

(Company)

(Typed Name & Title)

(Signature)

(Date)

Attachment C

**REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
MLS NEXT PRO MULTI-USE SOCCER STADIUM**

WORK TASK DURATION - SWANN PARK

| START | | COMPLETE | NUMBER OF MONTHS |
|------------------------------|----|-------------------------------|-------------------------|
| Notice To Proceed | to | Preliminary Design | |
| Preliminary Design | to | Schematic Design | |
| Schematic Design | to | Design Development | |
| Design Development | to | Construction Documents (50%) | |
| Construction Documents (50%) | to | Construction Documents (70%) | |
| Construction Documents (70%) | to | Construction Documents (95%) | |
| Construction Documents (95%) | to | Construction Documents (100%) | |

ATTACHMENT I
CONTRACT AFFIDAVIT

Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - domestic or foreign;
- (2) Limited Liability Company - domestic or foreign;
- (3) Partnership - domestic or foreign;
- (4) Statutory Trust - domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and

- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 202____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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: _____ (print name of Authorized Representative and Affiant)
 _____ (signature of Authorized Representative and Affiant)

ATTACHMENT J
CORPORATE PROFILE

Consultant Corporate Profile

Firm Contact Information

Firm Name: _____

Federal ID Number: _____

Point of Contact: _____ Phone Number: _____

Regional Office Address: _____

Firm Background Information

Year Firm Founded: _____

Is the firm MDOT MBE Certified? Yes/No

If certified, provide the certification number and minority status.

Primary Business / Service Provided: _____

Number of Years Performing Services: _____

Number Full Time Employees (Corporate / Regional Office): _____ / _____

Provide a brief narrative outlining the firm's history.

Provide a brief narrative outlining what services the firm intends to self-perform.

Provide a brief narrative outlining what services the firm intends to subcontract to others.

Provide a brief narrative outlining the firm's familiarity with standards, laws and conditions as they apply to the work to be performed under this project.

Provide a brief narrative clarifying the firm's capacity to perform services as outlined in the RFP.

Provide sales volume and project completion data for the most recently completed three-year period. Note that information provided is to be for the regional / local office that would be responsible for completing work under this solicitation.

| Volume | Annual Sales | Completed Projects | Largest Project |
|--------|--------------|--------------------|-----------------|
| 2020 | _____ | _____ | _____ |
| 2021 | _____ | _____ | _____ |
| 2022 | _____ | _____ | _____ |
| 2023 | _____ | _____ | _____ |

Firm References

Provide three (3) references. Note that references are to be from different projects; that is, only one reference per project is allowed. MSA staff members cannot be considered as a firm's reference.

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Project Name: _____

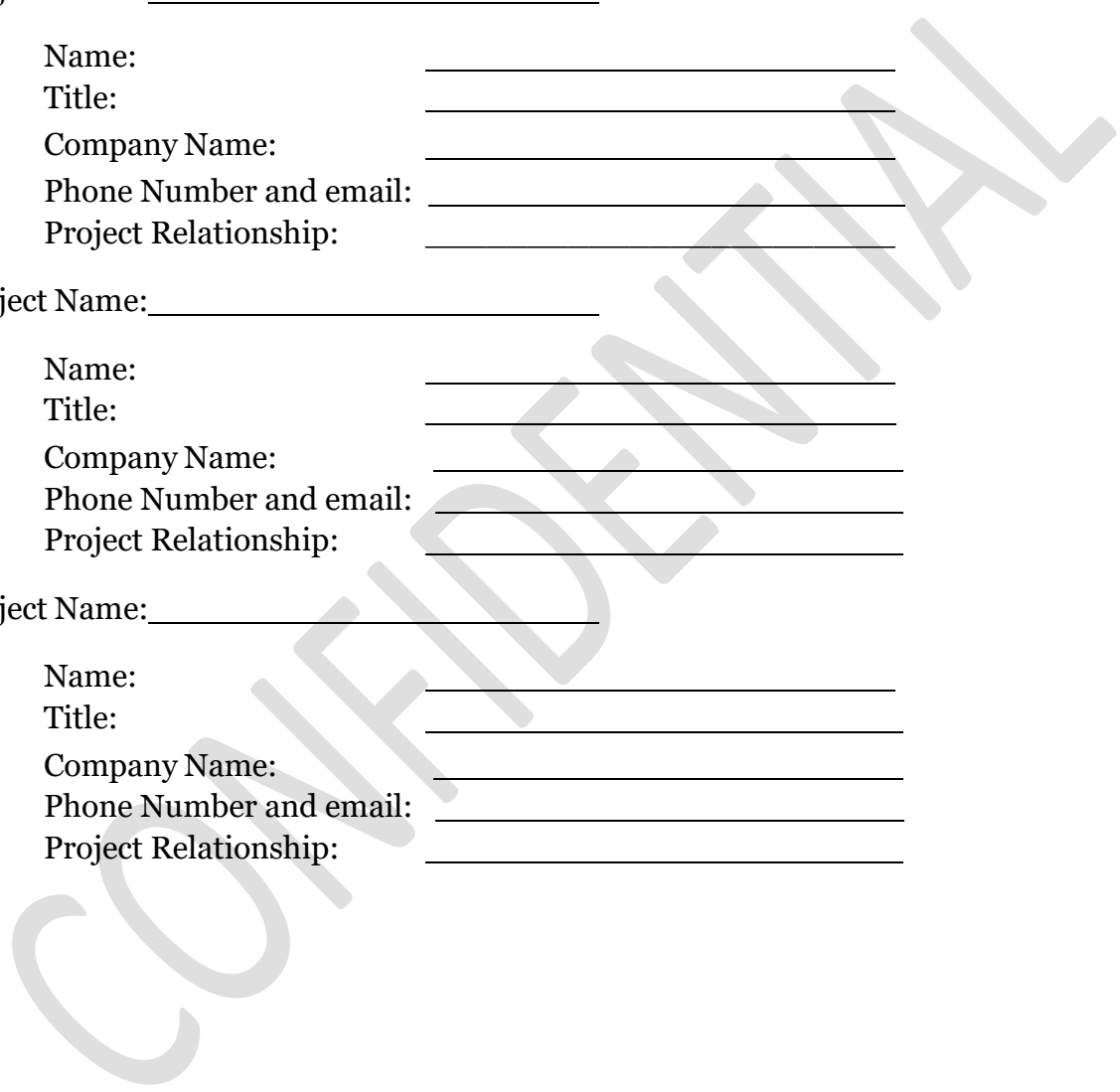
Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____



Disclosure of Contract Issues; Litigation; Criminal Investigations

In the last five years, list and discuss any alleged prior or ongoing contract failures (potential judgment/settlement in excess of \$100,000), contract breaches (potential judgment/settlement in excess of \$100,000), other significant civil litigation, and all criminal litigation or investigations, which involved your firm.

Failure to Complete

In the last five (5) years, disclose any projects that your firm was involved with that were not completed.

Insurance

Include current certificates of insurance showing the limits of liability maintained by your firm in each of the following categories: workers' compensation, employer's liability, commercial general liability, automobile liability, umbrella or excess liability, and property insurance.

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

CONFIDENTIAL

ATTACHMENT K
CAPACITY SUMMARY SHEET

ATTACHMENT L

SAMPLE ARCHITECT AGREEMENT



ARCHITECT AGREEMENT
FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
[PROJECT]
BETWEEN
MARYLAND STADIUM AUTHORITY
&
TBD

MSA CONTRACT NO. _____

TABLE OF CONTENTS

Agreement..... 1

Introductory Statement 2

Article Number & Description

1. Engagement and Relationship 3

2. Scope of Architect's Basic Services..... 8

3. Additional Services 17

4. Personnel..... 19

5. Owner's Responsibilities..... 21

6. Construction Cost 23

7. Ownership and Use of Architect's Drawings, Specifications and Other Documents..... 24

8. Compliance with Laws and Regulations 25

9. Dispute Resolution/Arbitration 26

10. Termination, Postponement or Suspension 27

11. Insurance Requirements and Indemnification..... 29

12. Payments and Basis of Compensation..... 32

13. Audits by Owner 35

14. Miscellaneous Provisions..... 36

Signature Page..... 40

List of Exhibits 41

AGREEMENT

made as of the _____ day of _____ in the year of 2019.

BETWEEN the Owner:

Maryland Stadium Authority
The Warehouse at Camden Yards
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

and the Architect:

for the following project:

[PROJECT] which is described in more detail in the Project Program attached hereto as **Exhibit 1** (the "Project").

The Construction Manager (the "CM") is:

The Client is:

INTRODUCTORY STATEMENT

- A. The Owner was established by the State of Maryland, pursuant to Section 13-701 et seq. of the Maryland Stadium Authority Act (Chapter 283 of the Acts of the General Assembly of 1986, now codified, as amended, as §§ 10-601 *et seq.* of the Economic Development Article of the Annotated Code of Maryland (the "Stadium Act"), as amended.
- B. The Owner will approve a Schedule (the "Construction Schedule") established by the CM for the Project which shows that design and construction will be completed on or before the date set forth in the Project Master Schedule attached as Exhibit 3 hereto (the "Scheduled Completion Date").
- C. The Owner has established a budget for the design and construction of the Project (the "Budget"), a copy of which is attached as Exhibit 4 hereto.
- D. The Owner desires to engage the Architect to render professional services with respect to the entire Project, subject to the terms of this Agreement.
- E. The Architect desires to be retained by the Owner to perform the architectural services required herein for the Owner.

NOW, THEREFORE, in consideration of the foregoing Introductory Statement, which is deemed a material and substantive part of this Agreement, and in further consideration of the promises and agreements hereinafter set forth, the Owner and the Architect agree as follows:

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1 ENGAGEMENT AND RELATIONSHIP

1.1 ENGAGEMENT: Upon, subject to, and in accordance with the terms, conditions, and provisions of this Agreement, the Owner engages the Architect with respect to the furnishing of those professional services set forth in this Agreement, and the Architect accepts such engagement.

1.2 RELATIONSHIP: The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement and shall furnish its professional skill and judgment consistent with the standards of the profession and cooperate with the Owner, the Client, the CM, and the Owner's other consultants and contractors in furthering the interests of the Owner throughout the duration of this Agreement. For clarity, Architect's status is that of a design professional, not fiduciary. The Architect shall furnish efficient business administration and management services as required herein and shall use its professional efforts to perform its services in an expeditious and economical manner consistent with the interests of the Owner. The Architect shall be an agent of the Owner to the extent, and only to the extent, required to properly perform its obligations under this Agreement. The Architect shall not represent or hold itself out to have any authority to act on behalf of or bind the Owner other than as specifically provided herein.

1.3 THE CLIENT: The agreement entered into between the Owner and Client (the "Client Agreement") provides that the Client will actively participate in the design and construction process, which shall be a cooperative, mutual endeavor in which the Owner and Client will work together. The Architect shall recommend appropriate channels of communications with the Owner that will facilitate a continuous and meaningful interface between the Owner, the Client, the Architect and the CM with respect to the planning and design of the Project. The Architect shall use all reasonable best efforts to perform its services under this Agreement in a manner so as not to disrupt the Owner's relationship with the Client; provided that the Owner shall have responsibility for establishing coordination procedures which will adequately involve the Client in the decision making process.

1.4 THE ARCHITECT: It is the intent of the Owner and the Architect that this Agreement be construed in a manner that requires the Architect to provide all necessary and customary architectural and engineering services for the Project, including, without limitation, the specific services set forth in Articles 1, 2 and 3 of this Agreement and those services that are reasonably inferable from the terms, provisions and conditions thereof. The Architect understands that all services under this Agreement shall conform to the Contracting Strategy attached hereto as Exhibit 2 (which the Owner may modify at the Owner's sole discretion).

1.5 STANDARD OF CARE: All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill usually

exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to the Project and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Project is located.

The approval of any material produced by the Architect, in connection with the Project by the Owner in no way relieves the Architect of its responsibility for the accuracy and completeness of such Documents, nor compliance with required Standards, Codes, Ordinances or other applicable regulations, nor compliance with the Agreement and applicable law.

1.6 ARCHITECT'S EMPLOYEES AND CONSULTANTS: The Architect's services shall consist of those services performed by the Architect, the Architect's employees and the Architect's consultants. The Architect shall be responsible for the provision of all Services whether provided by the Architect or its consultants, agents, representatives or employee or others on behalf of the Architect. Any consultant employed by the Architect is subject to the approval of Owner, which shall not be unreasonably withheld.

1.7 CONSTRUCTION MANAGER: The Architect's services shall be provided in conjunction with the services of a CM.

Prior to the Construction Phase of the Project, the CM's services, duties, and responsibilities will be as described in the Preconstruction Contract for Construction Management Services between the Owner and the CM (the "CM Preconstruction Agreement") attached hereto as **Exhibit 11**. The Owner shall deliver a copy of the CM Preconstruction Agreement to the Architect once completed.

Unless the Owner modifies the Contracting Strategy attached hereto as **Exhibit 2** (which the Owner may modify at the Owner's sole discretion), the Owner shall select a construction manager to act as a "construction manager at risk" for the Construction Phase of the Project. The Owner may choose to retain the pre-construction CM or choose another construction manager as the CM for the Construction Phase. If another construction manager is selected for the Construction Phase, the Owner shall notify the Architect and the new CM shall thereafter be, for all purposes under this Agreement, the CM during and after the Construction Phase. Upon selection of the CM for the Construction Phase, the Owner shall negotiate and enter into a construction management agreement with the CM (the "CM Construction Agreement"). The Owner shall deliver a copy of the CM Construction Agreement to the Architect once completed.

Prior to the Construction Phase of the Project, the term "CM Agreement" shall mean and refer to the "CM Preconstruction Agreement." During and after the Construction Phase of the Project, the term "CM Agreement" shall mean and refer to the "CM Construction Agreement."

The CM Agreement shall not be modified in a manner which materially affects any of the responsibilities of the Architect without making appropriate adjustments to this Agreement.

1.8 DESIGN SCHEDULE: The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Architect's services. The Architect and Owner hereby agree to the design schedule, attached as **Exhibit 3** hereto,

which will be incorporated and made a part of the Project Master Schedule. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by Owner and Architect.

1.9 OWNER'S CONSULTANTS: The Owner reserves the right to retain additional architects, consultants, engineers, contractors, or others for similar or dissimilar services. It is understood between the parties that, under conditions where the Owner deems it beneficial to the Project, the Architect may be working in coordination and cooperation with other consultants who will be employed independently by the Owner and totally responsible to the Owner for their work and the performance of their respective agreements with the Owner. The Owner shall inform the Architect of the specific relationship with other consultants, if any. All coordination fees associated therewith shall be included as part of Basic Services hereunder unless they arise after the date of this Agreement.

1.10 BUILDING CODES AND LAWS: Subject to Section 1.5, all of the Architect's services shall comply with all applicable building codes, statutes, ordinances, laws, rules and regulations, including but not limited to the IBC/BOCA, Americans with Disabilities Act ("ADA"), Elevator/Escalator, Health, and NFPA/Life Safety codes, Mechanical, and Energy Conservation Codes, National Electrical Code, International Energy Conservation Code and ASHRAE standards. The Architect shall develop its specifications and drawings in strict adherence to meet or exceed these requirements and regulations impacting on the project. The Architect shall coordinate approval of all plans with the Fire Marshal, Elevator, and Health Code Officials. Early submissions of design documents or early review meeting(s) shall be implemented as required to maintain the Project Schedule.

1.11 BUILDING SYSTEMS REQUIREMENTS: The Architect shall incorporate the requirements of ANSI/ASHRAE 111-1988 or the most current approved version, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air Conditioning, and Refrigeration Systems, into the construction specifications. The Architect shall address in the construction specifications the requirements of the contractor to provide detailed and comprehensive operations and maintenance manuals for all equipment and systems in an organized format.

1.12 DEFECTS: Any defective designs or specifications furnished by the Architect will be promptly, upon notice or discovery, corrected by the Architect at no cost to the Owner, and the Architect will promptly reimburse the Owner for all damages, if any, to the extent caused by such defective designs or specifications. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder.

1.13 COPIES: As a part of Basic Services, the Architect shall furnish the Owner with physical copies (in such quantities as are reasonably requested by the Owner) and electronic copies of the documents prepared pursuant to Article 2 at the end of each design phase. The Architect shall also provide all additional copies required by any agency performing permit, code

compliance or other reviews as necessary to facilitate the work of the reviewing agency pursuant to Section 1.10.

1.14 COMMUNITY RELATIONS: As part of the Basic Services, upon the Owner's request at any time during the duration of this Agreement the Architect shall assist and support the Owner in preparing presentations of, and attending meetings with respect to, the intended design and status of the Project. Meetings and presentations will be with and to various organizations, including, but not limited to, governmental agencies, legislative bodies, community and civic associations, special interest groups and any other groups deemed necessary by the Owner. The Architect shall assist the Owner to work out methods for ameliorating community concerns and shall contribute articles to any newsletters to be published by the Owner and distributed to civic associations and key public officials.

1.15 MEETINGS: The Owner, Client, CM and Architect shall, unless waived by the Owner, conduct design meetings and other meetings scheduled by the Owner on at least a bi-weekly (once every two weeks) basis or as mutually agreed upon as a part of Basic Services. The Architect shall provide at such meetings and at other intervals mutually agreeable to the Owner, Client, CM and Architect appropriate drawings, schedules and other documents which depict the current status of design for the Owner's and Client's review and the CM's information.

1.15.1 The Owner, Client, CM and Architect shall, unless waived by the Owner, conduct other meetings to review the current construction estimate, engage in value engineering discussions and/or to discuss other project related matters as scheduled by the Owner as a part of Basic Services. The Architect shall provide at such meetings documents which may be required to facilitate discussions such as drawings, schedules, etc.

1.15.2 The Architect shall keep minutes of all meetings for the Owner's approval and shall distribute the minutes to the Owner, Client, CM and other attendees.

1.16 SUBMISSIONS FOR OWNER'S APPROVAL: As part of the Basic Services, upon completion of each design phase, the Architect shall submit drawings, specifications and other documents to the Owner, the Client, and the CM for the Owner's approval, the Client's review and comment, and the CM's information.

1.17 GOVERNMENTAL APPROVALS: As part of the Basic Services, the Architect shall assist the Owner and CM in connection with the Owner's responsibility for submitting and/or filing documents required for the review and/or approval of governmental authorities having jurisdiction over the Project.

1.18 DUTIES: Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

1.19 COMMUNICATIONS: Communications by and with the Architect's consultants shall be through the Architect unless direct communication between the Owner and any of Architect's consultants is deemed necessary by Owner to expedite the Project. The Architect shall be

advised of the substance of the direct communication between the Owner and any of the Architect's consultants.

1.20 PERFORMANCE SPECIFICATIONS: The Architect shall not provide for the design of any aspects of the Project by any contractors in the contract documents (performance specifications) without the prior written approval of the Owner. The Owner's approval shall not relieve the Architect of any of its responsibilities under this Agreement.

1.21 PROPRIETARY SPECIFICATIONS: The Architect agrees to specify at least three capable manufacturers that can meet each specification item as a part of Basic Services. If it is a benefit to the Project to use less than three capable manufacturers, then the Architect must request approval in writing from the Owner.

1.22 TEST EVALUATION: The Architect shall identify and provide to the Owner and CM a written list of all necessary and appropriate testing requirements identified in the specifications. The Architect shall review and take appropriate action with regard to the results of all tests as a part of Basic Services.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 BASIC SERVICES GENERALLY

2.1.1 Scope: The Architect's Basic Services consist of those services described in this Article 2, Exhibits 5 and 6 (RFP and Proposals) and any other services specifically identified as Basic Services in Article 1 or elsewhere in this Agreement and shall include, without limitation, land surveys, geo-technical, structural, mechanical, civil, electrical and other engineering services necessary or appropriate for the Project. Subject to Section 1.5, the Architect shall provide all necessary services in order to provide a complete design that meets the design criteria and the intended program of the Project.

2.1.1.1 The Architect shall collect all required information from the Client, local jurisdictions, and utilities owners and operators.

2.1.1.2 Available existing land surveys, building plans, utility plans, and site maps will be given to the Architect. No assurances, however, are given that these records are complete or accurate. The Architect is responsible for verifying the accuracy of any information provided.

2.1.1.3 The Architect is responsible for investigating and accurately defining existing conditions and the impact of these conditions on the design. The Architect is required to examine existing drawings and confirm their accuracy, order electrical load tests, and any other means necessary to ensure accuracy for the design. Existing drawings, whether "as built" or construction drawings should only be used as a guide and for reference and under no circumstances be construed as accurate. All conditions shall be field verified by the Architect during the design development of the project. All outages anticipated during any investigative work must be coordinated with the Client in order to determine the best windows of opportunity for the outage. Once the window has been established, a minimum of ten (10) days advance notice is required prior to all outages.

2.1.1.4 The Architect shall prepare land survey(s) that documents all existing conditions of the site and confirms all information provided by the Owner or the Client. The extent of the information and work required by the survey shall include, but not be limited to, all existing topography, utilities, hazmat, roads and improvements, significant vegetation and natural features, existing utilities, boundaries, easements, and any legal restrictions that are applicable. The survey shall establish the benchmark(s) to be used for the Project. The Architect shall provide a final survey of the property at the completion of the Project.

2.1.2 Interior Design: The Architect shall provide interior design and other similar services required for or in connection with the selection of furnishings and related equipment, as part of Basic Services. These services shall include, but not be limited to, the interior design and coordination for the building; selection and/or coordination of interior paint colors, finishes, and materials; design of wall, floor, and window treatments; architectural signage and graphics. The

Architect shall also provide for the inclusion of all furniture, fixtures, and equipment shown in plan and elevation as necessary to demonstrate that all programmed functions can be accommodated. The Architect shall provide design coordination services for any equipment requiring special environmental conditions and/or building system conditions and connections as well as public space furniture.

Identification of methods of installation and connection with building utility services, and provision of necessary clearances for convenient, safe use, and maintenance of equipment shall be included in the interior design documents. These documents shall be fully coordinated with mechanical, electrical, structural, plumbing (i.e., building systems), and all other pertinent construction documents. The Owner will provide a final list of equipment and furniture requirements during the design development phase. These requirements will be presented in two categories: a) Fixed Equipment—equipment that will be included in the construction contract; and b) Movable Equipment—new equipment that will be purchased and installed via separate contracts, or existing equipment which will be reused.

2.1.3 Constructability and Maintenance: The Architect shall also keep in mind the constructability of the design and the maintenance of the facility for the Client. The Architect shall be cautious as not to specify materials that will require replacement from unique (sole) sources that will be difficult or costly for the Client's long term use of the facility. Deviations will require written approval from the Owner and Client. The Construction Manager will advise on constructability issues as a part of its review of the documents.

2.1.4 Green Building Standards: In designing the Project, the Architect shall also keep in mind that the Project must meet or, to the extent feasible, exceed the Green Building Standards (as defined below) in effect during the Design Phase of the Project. The "Green Building Standards" shall mean the State of Maryland's and the Client's required standards regarding energy savings, resource conservation, storm water management, environmental site design, renewable energy, and any other sustainability strategies to achieve budgetary and life-cycle cost savings and/or health benefits for building occupants. If there is a conflict between the Green Building Standards of the State of Maryland and the Client, the Architect shall notify the Owner of such conflict and the Owner shall determine which Green Building Standard to apply.

2.1.5 Construction Cost: The Architect shall exert its professional efforts to work with the CM to keep the Construction Cost (as defined in Article 6) for the Project within the fixed limit for the Construction Cost set forth in **Exhibit 7** (the "Construction Cost Limit"). If the Construction Cost of the design, as developed, exceeds the established Construction Cost Limit for the Project, the Architect shall work with the Owner, the Client, and the CM to modify the Construction Cost of the design to be within the Construction Cost Limit. Such modifications of the design shall generally be done at no additional cost to the Owner; provided, however, that the Architect may negotiate with the Owner for reimbursement of a substantial cost impact in design fees arising from a major change that either occurred after 50% construction documents were completed or resulted from the Architect's reliance on inaccurate cost projections by the CM.

2.2 BUILDING INFORMATION MODELING: Building Information Modeling ("BIM") shall be used on this project as a means of preparing construction documents. All lead design teams and

sub-consultants shall collaborate on the same BIM model to produce drawings and other components as required.

2.3 SCHEMATIC DESIGN PHASE

2.3.1 Site Use and Improvements: The Architect shall review with the Owner and CM proposed site use and improvements; selection of building materials, systems, and equipment; and methods of Project delivery.

2.3.2 Alternative Approaches: The Architect shall review with the Owner, the Client and CM alternative approaches to design and construction of the Project, and shall provide the Owner with at least three (3) conceptual drawings of alternative approaches.

2.3.3 Documents: Based on the mutually verified and agreed upon conceptual design and the Project Master Schedule and Construction Cost requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the scale and relationship of Project components.

2.3.4 Studies: At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the Owner, CM and Architect, the Architect shall provide schematic design studies for the Owner's and Client's review and the CM's information.

2.3.5 Existing Conditions: The Architect shall review by visual observation all existing conditions and facilities and any as-built documentation provided by the Owner. The Architect shall advise the Owner in writing: (a) if the Architect believes that the existing conditions or facilities do not conform to the as-built documentation ; or (b) if the Architect believes that further testing or inspections should be conducted by the Owner.

2.3.6 Construction Estimate: In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost (as defined in Article 6 hereof) which are to be provided by the CM under the CM Agreement.

2.3.7 Modification of Design: If, following completion of the Schematic Design Phase, the total Construction Cost is projected to exceed the established Construction Cost Limit, the Architect shall modify the design (which may include the modification of the level of quality, the design and or the Project Scope to fit within the established Construction Cost Limit) and/or establish alternates at no additional cost to the Owner.

2.4 DESIGN DEVELOPMENT PHASE

2.4.1 Authorization to Proceed: The Architect shall begin the Design Development stage upon receipt of Owner's written authorization to implement the documents presented in the Schematic Design Phase.

2.4.2 Cost Analyses: The Architect shall assist the Owner and CM in the development and preparation of detailed analyses of the long-term cost effectiveness of alternative design choices for the systems described in the Schematic Design Documents. The selection of any particular system shall not be considered as firm until the full interrelationship of all systems is fully approved in writing and accepted by the Owner.

2.4.3 Documents: The Architect shall prepare from the approved Schematic Design, the Design Development Documents consisting of design criteria, drawings, specifications and other documents to establish and describe the size and character of the entire Project and as to architectural, structural, civil, mechanical and electrical systems, materials, landscaping and such other essentials as may be appropriate and submit those documents for approval by the Owner. The Architect shall provide written verification that all design comments from the Schematic Document phase were incorporated in the Design Development Documents. Any comments not included will need to be identified in writing with a reason as why they were not incorporated. MEP systems shall be well defined, identified and requirements provided.

2.5 CONSTRUCTION DOCUMENTS PHASE

2.5.1 Authorization to Proceed: Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the Budget, the Architect, utilizing data and estimates prepared by the CM, shall prepare for approval by the Owner Construction Documents consisting of drawings, specifications and alternates setting forth in detail the requirements for the construction of the Project. The Architect shall provide that the documents between the design disciplines have been coordinated amongst themselves, including but not limited to details, specifications, etc.

2.5.2 GMP Documents: Upon completion of the **XX%** Construction Documents Phase, the Architect shall provide **XX%** Construction Documents for the Owner's approval and the CM's information. The Architect shall provide written verification that all design comments from the previous design phases were incorporated in the documents. The Architect shall provide to the Owner, in writing, a list of all comments not included together with the reasons why they were not incorporated.

2.5.3 Bidding Documents: The Construction Documents shall be produced as one (1) complete design package. The Architect shall assist the Owner and CM in the preparation of the necessary bidding information, bidding forms, the conditions of the contracts, the form for the CM Construction Agreement, and the forms for the agreements with trade contractors in accordance with the Contracting Strategy specified in **Exhibit 2**. The Architect shall include the Owner's Project Manual/General Conditions as a part of the Bidding Documents. The Architect shall assist the CM in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect, with the assistance of the CM, shall respond to questions from bidders, and shall issue addenda as appropriate. As a part of the Construction Documents there shall be a separate schedule created from the specifications listing all attic stock requirements, and any documents that are to be submitted to the Architect as a part of the construction process.

2.6 BIDDING OR NEGOTIATION PHASE

2.6.1 Bidding: The Architect, following the Owner's approval of the Construction Documents and of the CM's latest estimate of Construction Cost, shall assist the CM in obtaining bids or negotiated proposals.

2.6.2 Modification of Design: If the total of the bids exceed the established Construction Cost Limit as set forth in **Exhibit 4** hereto, the Architect shall modify the design so it is within the established Construction Cost Limit at no additional cost to the Owner or as stipulated in Section 2.1.5. The Architect acknowledges that the Project may not proceed into the Construction Phase unless and until the Construction Cost of the Project is within the established Construction Cost Limit. The Architect must also recognize the Project Master Schedule and the end date of the Project and work expeditiously to solve any problems, for the end date cannot change and compression of the Project Master Schedule will most likely have significant financial impacts upon the Construction Cost for the Project.

2.7 CONSTRUCTION PHASE

2.7.1 Commencement/Completion: The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the first award of a Contract for construction and subject to Article 12.7 ends upon the issuance by the Owner to the Architect of the final Project payment and the Architect's submission of the Record Documents.

2.7.2 Cooperation: The Architect shall provide administration of the Contract for construction in cooperation with the CM as set forth in the CM Agreement.

2.7.3 Site Representation: The Architect shall be a representative of and shall advise and consult with the Owner as a Basic Service during the Construction Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.7.4 Permit Coordination: The Architect shall endeavor to identify all necessary or desirable permits and licenses applicable to the Project and advise the Owner and CM as to the method of obtaining the same and assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various trade contractors.

2.7.5 Site Visits: The Architect shall visit the site at least bi-weekly (once every two weeks) or as agreed by the Owner and Architect to become familiar with the progress and quality of the contractors' work completed and to determine if the contractors' work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the contractors' work, and shall endeavor to guard the Owner against defects and deficiencies in the work that may be observed while on the field visits agreed upon in the contract.

2.7.6 Partnering: As a part of the Architect's visits, time will be available to meet with the Owner, the Client and CM to work out any Project issues. The primary purpose of this meeting is to insure

a cohesive and cooperative working relationship between parties. Meetings may be cancelled from time to time by the Owner.

2.7.7 Construction Means and Methods: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the contractors' work. Unless otherwise provided in this Agreement, the Architect shall not be responsible for the contractors' schedules or failure to carry out the contractors' work in accordance with the contract documents. Unless otherwise provided in this Agreement, the Architect shall not be responsible for the performance by the CM of the services required by the CM Agreement. Unless otherwise provided in this Agreement, the Architect shall not have control over or charge of acts or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the work.

2.7.8 Access: The Architect shall at all times have access to the contractors' work wherever it is in preparation or progress.

2.7.9 Contractor Payment Review: After review and approval by the CM and based on the Architect's observations at the site of the contractors' work and evaluations of each contractor's application for payment, the Architect shall review and certify the amounts due the respective contractors within two (2) business days after receipt of contractor's application for payment. The Architect shall forward the contractor's payment application for payment to the Owner for approval of payment.

2.7.9.1 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subsection 2.7.5, on the approval and recommendations of the CM and on the data comprising the contractor's application for payment, that, to the best of the Architect's knowledge, information and belief, the contractor's work has progressed to the point indicated and the quality of the contractor's work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the contractor's work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified.

2.7.9.2 The issuance of a certificate for payment shall not be a representation that the Architect has: (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work; (b) reviewed construction means, methods, techniques, sequences or procedures; (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the contractor's right to payment; or (d) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum.

2.7.10 Nonconformance of the Work: The Architect shall advise Owner, together with notification to the CM, to reject any contractors' work which the Architect has determined does

not conform to the contract documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the contract documents, the Architect will have the responsibility and authority, upon written authorization from the Owner, to require additional inspection or testing of the contractors' work in accordance with the provisions of the contract documents, whether or not such contractors' work is fabricated, installed, or completed; provided, however, the Architect must obtain the Owner's prior written approval of any such special inspection or testing.

2.7.11 Submittals: The Architect shall review and approve or take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with the requirements of the contract documents. The Architect's action shall be taken within ten (10) business days so as to cause no delay in the contractors' work or in construction by the Owner's own forces. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractors, all of which remain the responsibility of the contractors to the extent required by the contract documents. All submittals to be transmitted electronically through Architect's website per Architect's standard submittal procedures. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents. The Architect shall not modify a submittal such that it would cause a change to the Contract without issuing the proper documentation such as a Construction Change Directive. First and second submittal review is within Basic Scope of Services, but third and beyond reviews are an additional service per Article 3 provided the need for multiple reviews is not caused by the Architect or any of the Architect's consultants.

The Architect shall prepare the initial schedule of all submittals required by the Contract Documents.

2.7.12 Requests for Information (RFI's): The Architect shall respond to RFI's pre-screened and sent in by the CM requesting clarification to the Contract Documents. The Architect shall take no longer than an average of two business days to return an answer to the RFI. If the RFI response causes a change to the Contract Documents, the Architect shall immediately issue a Construction Change Directive, after Owner's approval. The Architect shall endeavor to provide complete and concise responses.

2.7.13 Changes: The Architect shall review and sign or take other appropriate action on change orders and construction change directives approved and prepared by the CM. The Architect shall provide drawings, specifications and other documentation and supporting data, evaluating contractors' proposals for changes in the scope of work and shall provide services in connection with evaluating substitutions proposed by contractors and making subsequent revisions to

drawings, specifications and other documentation resulting therefrom. The Architect may make recommendations to the Owner to make changes in the contractors' work.

2.7.14 Supplemental Instructions: The Architect shall issue, through the CM, architectural supplemental instructions, field instructions, sketches, etc. to clarify any questions raised by any contractors.

2.7.15 Contractor Performance: The Architect shall interpret and make recommendations concerning performance of the contractors under the requirements of the contract documents on written request of the Owner. The Architect's response to such requests shall be made within ten (10) business days.

2.7.16 Interpretations: Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings or sketches.

2.7.17 Architect Recommendations: The Architect's recommendations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the contract documents and accepted by the Owner.

2.7.18 Contractor Claims: At the Owner's request, the Architect shall render written recommendations within ten (10) business days on all claims, disputes or other matters in question between the Owner and contractors relating to the execution or progress of the contractor's work as provided in the contract documents.

2.7.19 Owner's Consultants: The Architect shall provide coordination services in connection with the work of separate consultants retained by the Owner.

2.7.20 Substantial Completion: The Architect, assisted by the CM, shall conduct one (1) inspection to determine the date or dates of substantial completion and the date of final completion of each contractor's work. With respect to each contractor's work that has been determined to be substantially complete, the Architect, CM, and Owner shall sign off on a certificate of substantial completion (the "Certificate of Substantial Completion") in the form attached as part of **Exhibit 8**.

2.7.21 Punch List: Upon completion of an initial punchlist, the Architect shall prepare the punch list in a spreadsheet format compatible with that of the CM. The punch list items shall be a part of the Certificate of Substantial Completion.

2.7.22 Project Close-Out: As part of Project close-out, the Architect shall forward to the Owner warranties and similar submittals required by the contract documents which have been received from the CM and/or any of the contractors, including the final payment application. With respect to each contractor's work that has been determined to be complete and meriting final payment, the Architect, CM, and Owner shall sign-off on a final certificate of completion ("Final Completion Certificate") in the form attached as part of **Exhibit 8**.

2.7.23 Record Documents: The Architect shall review the Contractor's as-built documents provided by the contractors to check whether they included all Change Orders, Field Instructions, etc on these documents. The Architect shall transfer the Contractor mark ups to the original contract documents. The Architect shall provide the Owner with one (1) set of reproducible record documents (posted with all changes, and supplemental instructions), drawings, specifications, BIM model(s) and computer-aided design/drafting (CADD) system disks showing all significant changes to the drawings during the Construction Phase. Three (3) electronic copies shall be provided.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL: Subject to Section 2.1.1, the services described in this Article 3 are not included in Basic Services and shall be paid for by the Owner, as provided in this Agreement, in addition to the compensation for Basic Services. The services described under this Article 3 shall only be provided if authorized or confirmed in writing by the Owner.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES: If more extensive representation at the site than is described in Subsection 2.7.3 and 2.7.5 is required, the Architect shall provide one or more Project Representatives, with the reasonable approval of the Owner, to assist in carrying out such additional on-site responsibilities.

3.2.1 Project Representatives: Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the contractors' work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement. The Project Representatives shall also work to solve problems that arise and keep the best interest of the Project in mind.

3.2.2 Full-time On-site Representation: If the Owner deems it necessary, in the best interest of the Project, the Owner shall direct the Architect to provide, as an Additional Service, a full-time on-site representative. A full-time on-site representative, if provided, shall further expedite the review of shop drawings and shall resolve field issues and problems of the CM and keep the best interest of the Project in mind. This person should have both design and construction experience. Owner shall provide working space, telephone, fax, Internet access & photocopying at no cost to the Architect.

3.3 CONTINGENT ADDITIONAL SERVICES: The services described below, if approved in writing by the Owner, shall be contingent additional services.

3.3.1 Major Revisions: Making major revisions in drawings, specifications or other documents when such revisions are:

3.3.1.1 Inconsistent with written approvals or instructions previously given by the Owner;

3.3.1.2 Required by the enactment of new codes, laws or regulations subsequent to the preparation of such documents; or

3.3.1.3 Due to changes required as a result of the Owner's failure to render decisions within a time period reasonably specified by the Architect.

3.3.2 Significant Changes: Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, or the Owner's or CM's schedule, or the method of bidding or negotiating and contracting for construction, provided that the changes are not required as result of the Project being over the Construction Cost Limit, or as a result of the Architect not providing complete and accurate documents. Any modifications as a result of the Project being over Budget shall not constitute an additional service unless as stipulated in Section 2.1.5.

3.3.3 Damage: Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.3.4 Defects or Default: Providing services made necessary by the termination or default of the CM or a contractor, or by major defects or deficiencies in the work of a contractor.

3.3.5 Claims: Providing services in evaluating an extensive number of claims submitted by a CM or others in connection with the work subject to the limitations set forth in Section 3.3.7(a) below.

3.3.6 Legal Proceedings: Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.7 Architect's Failure to Perform: Notwithstanding anything to the contrary in this Agreement: (a) Owner shall not be responsible to pay and the Architect shall not be entitled to receive compensation for any Contingent Additional Services if such services were required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement; and (b) the services described in this Section 3.3 shall be deemed Additional Services only if the Architect can demonstrate to Owner that a direct and material increase in the Architect's costs has been incurred and caused by the Owner, the Owner's consultants, the CM or any of the contractors or subcontractors.

ARTICLE 4 **PERSONNEL**

4.1 PROJECT STAFFING: Except as hereinafter provided, the Architect shall staff the Project and render its services hereunder in strict accordance with the project staffing plan (the "Staffing Plan") attached hereto as **Exhibit 9**. The Architect shall not deviate from the Staffing Plan or increase or decrease its staff without first obtaining the prior written consent of the Owner in each instance, except that minor changes in staff which do not involve Key People (as defined in **Section 4.2** below), may be made without the prior written consent of the Owner so long as there is no increase in cost to the Owner as a result of such change. Each request for a staff change shall be accompanied by a resume and qualification package with respect to the proposed new staff member. If an increase in staff by Architect is required as a result of Architect's negligence or failure to properly perform its services hereunder, then the services of such staff shall be provided by Architect without cost and with no increase in Architect's Fee (hereinafter defined). Architect shall be responsible for all damages and other liabilities (including any which arise under the Client Agreement) to the extent caused by Architect's failure to properly staff the Project in accordance with the Staffing Plan. If an increase in the staff is required due to circumstances beyond the control of the Architect and the Architect has obtained the Owner's prior written approval for such additional staff, the Architect shall be compensated for such staff in accordance with **Article 12**).

4.2 KEY PEOPLE: Architect agrees that it shall assign Key Person(s) to this Project (the "Key People") as set forth in the Staffing Plan attached as **Exhibit 9** or as otherwise approved by the Owner; and that the Key People shall devote their time as necessary to the Project as may be appropriate to and consistent with full and timely performance of this Agreement by the Architect. Key People are principals and employees of the Architect that the Owner desires to be and remain assigned to the Project. The Architect agrees that the Key People shall not be removed from their responsibilities on this Project without the prior written consent of Owner, except in the event of death, disability or departure from the employment of Architect. All computations and other work performed by the employees of the Architect shall be adequately supervised by one or more of the Key People.

4.2.1 Replacements: If any of the Key People becomes unavailable to perform services in connection with the Project under this Agreement, the Architect shall provide the Owner with resumes and rates of compensation of possible replacements and the Owner shall have the opportunity to interview any such replacement candidates. The Architect shall not appoint any replacement without the prior written approval of the Owner, but shall promptly appoint the replacement approved by the Owner in writing.

4.2.2 Re-Assignment: The Architect shall not transfer or re-assign any of the Key People to other matters undertaken by the Architect without the prior written consent of the Owner. The Owner shall have the right to require that the Architect re-assign any of the Key People or any of the Architect's other personnel at the reasonable discretion of the Owner.

4.2.3 Removal: If the Owner determines that any of the Key People are not performing the job satisfactorily, the Owner shall have the right to direct that such individual(s) be replaced. The Architect shall provide the Owner with resumes and rates of compensation of possible replacements and the Owner shall have the opportunity to interview any such replacement candidates. The Architect shall not appoint any replacement without the prior written approval of the Owner, but shall promptly appoint the replacement approved by the Owner in writing.

4.2.4 Consultants' Key People: The Architect shall include a provision in all agreements with its consultants requiring each consultant to obtain the prior written approval of the Owner before the consultant assigns its Key People to the Project, and to include provisions relating to staffing substantially the same as those set forth in this Article 4.

ARTICLE 5

OWNER'S RESPONSIBILITIES

5.1 CONSULTATION WITH THE ARCHITECT: The Owner shall consult with the Architect regarding requirements for the Project, including the Owner's contemplated objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

5.2 BUDGET UPDATE: The Owner shall establish and update the Budget based on consultation with the CM, the Architect and the Client, which shall include the Construction Cost, the Construction Cost Limit, the Owner's other costs, and reasonable contingencies related to all of these costs.

5.3 OWNER'S REPRESENTATIVE: The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's Representative is as detailed on the list attached hereto as **Exhibit 10**.

5.4 CONSTRUCTION MANAGER: The Owner shall retain a CM to administer the Project. The CM's services, duties and responsibilities will be as described in the CM Agreement attached hereto as **Exhibit 11**. The CM Agreement shall be furnished to the Architect and shall not be modified in a manner which materially affects any of the responsibilities of the Architect without making appropriate adjustments in this Agreement. The Architect shall not be responsible for actions taken by the CM. The CM will prepare a Construction Schedule for the Project, subject to the approval of the Owner, that will show that construction of the Project will be completed on or before the Scheduled Completion Date. The Design Schedule and the Construction Schedule will be incorporated into and made part of the Project Master Schedule.

5.5 LEGAL DESCRIPTIONS: Pursuant to **Section 2.1.1.2**, the Owner shall furnish all available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site, if available. The surveys and legal information may include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, flood plains, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

5.6 ADDITIONAL OWNER CONSULTANTS: The Owner shall furnish the services of additional consultants when such services are reasonably required by the scope of the Project as mutually determined by the Architect and the Owner, provided that Owner shall retain such consultants only if such consultants are not retained by Architect.

5.7 TESTS AND INSPECTIONS: The Owner shall furnish all necessary geotechnical/soil, structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the contract documents.

5.8 LEGAL AND ACCOUNTING SERVICES: The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify any contractor's application for payment or to ascertain how or for what purposes the contractor has used the money paid by or on behalf of the Owner.

5.9 CERTIFICATES: To the extent the form of certificates or certifications have not been agreed to prior to the execution of this Agreement and attached hereto by way of Exhibit, proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least five (5) business days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

5.10 APPROVALS: The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Architect's services and work of the contractors.

5.11 COMMUNICATION: The Owner shall furnish the Architect copies of material written communications with the CM and contractors. The Owner may elect to have the CM communicate directly with the Architect.

5.11 BUILDER'S RISK INSURANCE: Owner shall procure, or require the CM to procure, maintain, Builder's Risk Insurance. Owner and Architect mutually waive all rights against each other and each other's respective CM, contractors, subcontractors, and consultants, for losses or damages solely to the extent covered by Builder's Risk Insurance. Owner and Architect shall require similar waivers of their contractual privies of every tier.

ARTICLE 6

CONSTRUCTION COST

6.1 CONSTRUCTION COST: The Construction Cost shall be the total cost or estimated cost associated with actual construction to the Owner of all elements of the Project designed or specified by the Architect. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected, or specially provided for by the Architect, plus a reasonable allowance for the contractors' overhead, profit, and escalation. If the Construction Cost Limit is not yet identified in the Project Budget attached hereto as **Exhibit 4** and/or the Schedule of Construction Costs attached hereto as **Exhibit 7**, then during the Schematic Design Phase, the Owner, with the assistance of the Architect and the CM shall establish a Construction Cost Limit that is equal to or less than the amount of (a) the total Project Budget, less (b) the amounts not included in Construction Cost as described in **Section 6.2** below.

6.2 CONSTRUCTION COST EXCLUSIONS: Construction Cost does not include the compensations of the Architect and Architect's consultants, the CM and the CM's consultants during preconstruction, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in **Article 5**, but that are a part of the Project Budget.

6.3 RESPONSIBILITY FOR CONSTRUCTION COST: The Architect's review of the Project Budget and of preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the CM is solely for the Architect's guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the CM, or warrant or represent that bids of negotiated prices will not vary from the Project Budget or from any estimate of Construction Cost or evaluation reviewed by the Architect.

ARTICLE 7
**OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

7.1 DOCUMENTS: All drawings, specifications, reports, surveys, Computer-Aided Design/Drafting (CADD) System disks/tapes and other documents, including models, photographs and renderings, prepared and/or furnished by the Architect pursuant to this Agreement, shall be the property of the Owner and may not be copyrighted by the Architect or its consultants. In the event that the Owner reuses any of the final working drawings and specifications for the construction of another project by Owner through another licensed professional, the Architect's name shall be removed therefrom and another licensed professional shall assume full responsibility for the reuse of such drawings and specifications. The Architect shall have no liability or responsibility arising from such reuse. Nothing contained herein shall prohibit the Architect from retaining a copy of the above documents. The Architect shall require all of its consultants and/or sub-consultants to give the Owner copyright protection substantially as set forth in this Article 7.

7.2 OWNERSHIP: The data used in compiling, and the results of, any tests, surveys or inspections at the Site, as well as all photographs, drawings, specifications, schedules, data processing output, computations, studies, audits, reports, models and other items of like kind prepared by or with the assistance of the Architect or CM, and its employees and consultants, shall be the property of the Owner.

7.3 RELEASE OF PROJECT INFORMATION; CONFIDENTIALITY: The Architect shall not issue any press releases or engage in any dialogues or interviews with the media or any other persons or entities for the dissemination to the general public without the prior written consent of the Owner. The contents and substance of all discussions and communications, oral or written, between the Owner, the Client and the Architect shall be kept confidential by the Architect and shall not be disclosed by the Architect to any persons or entities unaffiliated with the Project, including, without limitation, governmental authorities and community groups, without the prior written consent of the Owner. The Architect shall obtain a similar agreement from firms, consultants and others employed by it in the form attached as **Exhibit 12**. The Owner reserves the right to release all information as well as to time its release, form, and content. This requirement shall survive the expiration of this Agreement.

7.4 ARCHITECT'S USE IN PROMOTIONAL MATERIALS: The Architect shall have the right, with the prior written consent of the Owner, to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

8.1 EMPLOYMENT LAWS; LICENSING REQUIREMENTS: The Architect shall comply, at its own expense, with the provisions of all laws and regulations applicable to the Architect as an employer of labor or otherwise. The Architect shall further comply, at its own expense, with all laws and regulations, including, but not limited to, licensing requirements, pertaining to its professional status and that of its employees, partners, associates, consultants under subcontracts and others employed to render the services under this Agreement.

8.2 NON-DISCRIMINATION IN EMPLOYMENT: The Architect agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in clause (a), above, in any subconsultant agreement except a subconsultant agreement for standard commercial supplies or raw materials; and (c) to post and to cause subconsultants to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

8.3 MINORITY BUSINESS ENTERPRISES: The Architect shall make all reasonable efforts to comply with the Minority Business Enterprise ("MBE") participation goal pursuant to Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland. The name, address, percentage and dollar value of each State of Maryland Department of Transportation certified MBE that the Architect intends to use on the Project is attached hereto as **Exhibit 13**. The Architect's MBE Affidavit is attached hereto as **Exhibit 13**.

8.4 AMERICANS WITH DISABILITIES ACT: The Project shall be designed in accordance with the Americans with Disabilities Act ("ADA"). If applicable, the Architect shall appoint an ADA task force during the design process. The task force shall meet on a regular basis and provide comments regarding project ADA compliance to the Owner and Client if applicable.

ARTICLE 9
DISPUTE RESOLUTION/ARBITRATION

9.1 DISPUTES: In the event of any dispute or controversy of any nature whatsoever, the Architect shall strictly abide by the Owner's decision for the purpose of the prompt and uninterrupted continuation of the performance of its duties, obligations and services under this Agreement; but the Architect may submit to Owner a written exception to any decision of the Owner within ten (10) days after receipt of such decision stating the basis of its exception and reserving the right to file a claim against the Owner after completion of the Project for additional compensation or damages. The continued performance by the Architect of its duties, obligations and services under this Agreement shall not operate as a waiver of any such claim, nor shall it be prejudicial to the Architect's rights, hereby reserved, to have such exception and claim later adjudicated by a court of competent jurisdiction after completion of the Project.

9.2 CONTINUED PERFORMANCE AND PAYMENT: Pending resolution of any dispute, the Architect shall continue to perform its obligations under this Agreement and the Owner shall continue to make payments of all amounts due the Architect that are not in dispute.

9.3 NO ARBITRATION: No dispute or controversy under this Agreement shall be subject to binding arbitration except to the extent that either (a) the Owner and Architect mutually agree to arbitrate or (b) the Architect is joined as a party in an arbitration proceeding between the Owner and/or the Client and a contractor or the CM.

ARTICLE 10

TERMINATION, POSTPONEMENT OR SUSPENSION

10.1 TERMINATION: At any time during the effectiveness of this Agreement, the Owner shall have the right, with or without cause, upon ten (10) days written notice to the Architect, to terminate this Agreement in whole or in part. In the event of a termination, the Architect shall deliver to the Owner all drawings, specifications, reports and other data, records and materials in the Architect's custody or control pertaining to the Project, and the Owner shall pay to the Architect all amounts due and earned to the time of the termination, in accordance with the provisions of this Agreement. Except as specifically set forth above, such termination shall not give rise to any cause of action or claim against the Owner for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provisions of this Agreement if, in the judgment of the Owner, such termination is made necessary or desirable because of the Architect's failure to fulfill the Architect's obligations under this Agreement or any other fault of the Architect, the Owner may withhold payment of all disputed amounts which otherwise may be payable to the Architect under this Agreement. Such monies may be applied toward any damages or expenses sustained by the Owner as a result of such failure including, without limitation, any reasonable excess costs incurred by the Owner in completing the Project by the use or employment of other licensed professionals or otherwise. Notwithstanding the foregoing, the Architect shall remain liable to the Owner for all such damages and expenses to the extent caused by the fault of the Architect without limitation to any such monies being withheld by the Owner. The failure of the Owner to withhold monies from the Architect shall not be construed as an acknowledgment by the Owner that no such damages or expenses exist and shall not prevent the Owner from thereafter making any claim against the Architect therefor.

10.2 POSTPONEMENT OR SUSPENSION: At any time during the effectiveness of this Agreement, the Owner shall have the right, with or without cause, upon ten (10) days written notice to the Architect, to postpone or suspend all or any part of the Project. In the event of any postponement or suspension, the Owner shall have the right, in its discretion, upon written notice to Architect, to keep this Agreement in effect during the period of such postponement or suspension; provided however, that if the postponement or suspension exceeds a period of ninety (90) days the Architect shall be reimbursed for the actual costs incurred by the Architect as a result of such postponement or suspension. Except as specifically set forth above, such postponement or suspension shall not give rise to any cause of action or claim against the Owner for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provisions of this Agreement if, in the judgment of the Owner, such postponement or suspension is made necessary or desirable because of the Architect's failure to fulfill the Architect's obligations under this Agreement or any other fault of the Architect, the Owner may withhold payment of all disputed amounts which otherwise may be payable to the Architect under this Agreement. Such monies may be applied toward any damages or expenses sustained

by the Owner as a result of such failure including, without limitation, any reasonable excess costs incurred by the Owner in completing the Project by the use or employment of other licensed professionals or otherwise. Notwithstanding the foregoing, the Architect shall remain liable to the Owner for all such damages and expenses to the extent caused by the fault of the Architect without limitation to any such monies being withheld by the Owner. The failure of the Owner to withhold monies from the Architect shall not be construed as an acknowledgment by the Owner that no such damages or expenses exist and shall not prevent the Owner from thereafter making any claim against the Architect therefor.

ARTICLE 11
INSURANCE REQUIREMENTS AND INDEMNIFICATION

11.1 INSURANCE REQUIREMENTS: Per the requirements of the RFP, Architect shall maintain, at its own expense, the following insurance coverages, insuring the Architect, its employees, agents and designees, and the Indemnitees (as hereinafter defined), which insurance shall be placed with insurance companies rated "A-VII" or better by A.M. Best & Company and lawfully authorized to do business in the State of Maryland:

- (a) Architect's Professional Liability Insurance in the amount of \$1 million per \$10 million of Construction Cost (including contractual liability coverage, if available, with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Architect's services in relation to the Project), said coverage to be maintained for a period of five (5) years after the date of final payment or the date of final completion of the Project, whichever is later.
- (b) Comprehensive General Liability Insurance in the amount of Four Million Dollars (\$4,000,000) including coverage for blanket contractual liability, broad form property damage and personal injury, and on-going operations and completed operations.
- (c) Umbrella Liability Insurance in the amount of Five Million Dollars (\$5,000,000) following the underlying Comprehensive General Liability Insurance, Commercial Automobile Liability Insurance and Employers' Liability Insurance.
- (d) Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering bodily injury and property damage.
- (e) Workers Compensation Insurance in the amount required under and in accordance with the State of Maryland's statutory requirements and Employers' Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per accident.

All insurance policies shall provide that they cannot be cancelled, materially changed or non-renewed unless the Owner, Indemnitees and Professional Liability Indemnitees (if available) are given at least thirty (30) days prior written notice. All deductibles on any policy of insurance to be purchased by Architect hereunder shall be borne by the Architect.

11.2 ADDITIONAL INSURED: Architect shall insure specifically the indemnity set forth in Section 11.5 below and shall include the Indemnitees (as defined in Section

11.5.1) as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described above in subsections 11.1(b), 11.1(c), and 11.1(d). Neither the Owner nor any of the other Indemnitees shall be an additional insured on the professional liability insurance described above in subsection 11.1(a). The insurance coverage afforded under these policies shall be primary to any insurance (or self-insurance) carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that, as respects the Indemnitees, there shall be severability of interest under said insurance policies for all coverages provided under said insurance policies. The following language shall be specifically included as an endorsement under the Architect's Comprehensive General Liability policy:

"The coverage afforded to the additional insured under this policy shall be primary insurance. The amount of the Company's liability under this policy shall not be reduced by the existence of any other insurance. It is further agreed that the coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured."

11.3 CONSULTANTS INSURANCE: The Architect shall require that its consultants maintain, at their own expense, the insurance coverages set forth in Section 11.1, or other amounts as agreed in writing by the Owner.

11.4 CERTIFICATE: Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with copies of the amendatory riders to any such policies to Owner for Owner's approval before Architect commences the rendition of any services hereunder.

11.5 INDEMNIFICATION:

11.5.1 The Architect hereby agrees to indemnify, defend and hold harmless the Owner, the Client, the CM, and their respective members, directors, officers, authorized agents, employees and designees (collectively, the "Indemnitees") from and against any and all losses, claims, demands, liabilities, actions, suits, injuries, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees as and when incurred) asserted by any persons (including, but not limited to, any one or more of the Indemnitees) that are caused by or arise from any negligent acts, errors, or omissions of the Architect, its authorized agents, licensees, employees, and contractors occurring in connection with the performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement. The foregoing indemnity shall be limited to the amount of the insurance policies required under subsections 11.1(b), 11.1(c), and 11.1(d), as applicable.

11.5.2 With respect to professional liability for design and construction administration services covered under Architect's professional liability insurance policy, the Architect hereby agrees to indemnify and hold harmless the Owner and the Client and their respective members, directors, officers, authorized agents, employees and designees (collectively the "Professional Liability Indemnitees") from and against all losses, claims,

demands, liabilities, actions, suits, injuries, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by the negligent performance or lack of performance by the Architect, or any of the Architect's consultants, of their duties and obligations under or pursuant to this Agreement.

11.6 TORT CLAIMS ACTS: The Architect agrees, for itself and for its insurers, that neither Architect nor its insurers may raise or use any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against the Owner or the Client, unless requested by the Owner.

ARTICLE 12
PAYMENTS AND BASIS OF COMPENSATION

12.1 PAYMENTS: Subject to the provisions of this Article 12, the Client shall make payments directly to the Architect within thirty (30) days after the Owner's receipt and approval of (a) the Architect's detailed monthly statement, lien waivers or releases (b) a certificate duly executed by Architect covering that portion of the services completed on the Project prior to the date of said certificate; and (c) a notarized updated MBE Summary indicating the participation of MBEs on the Project for architectural services in accordance with the form attached hereto as Exhibit 13.

12.2 INITIAL PAYMENT: There shall be no initial payment made upon execution of this Agreement.

12.3 TOTAL COMPENSATION: The Client shall compensate the Architect for the services provided by the Architect hereunder as follows: (a) for Basic Services, on the basis of the services actually performed as provided in Section 12.4 for the total lump sum fee set forth in the description of Architect's compensation (the Description of Architect's Compensation) attached hereto as Exhibit 14, (b) for Additional Services as provided in Section 12.5 and Exhibit 14.

12.4 BASIC SERVICES: Basic Services shall include all services described in Article 2, and any other services specifically identified in this Agreement as part of Basic Services. The total of all payments to the Architect for Basic Services shall not exceed the stipulated sum stated in the Description of Architect's Compensation attached as Exhibit 14 unless approved in advance by Owner in writing.

12.4.1 Phased Basic Services: Progress payments for Basic Services shall be made as set forth in the following amounts:

| | |
|----------------------------------|-----------|
| Programming & Due Diligence | \$ |
| Schematic Design | \$ |
| Design Development | \$ |
| Construction Documents | \$ |
| Bidding/Negotiating | \$ |
| Construction Administration | \$ |
| <hr/> | |
| Total Basic Compensation: | \$ |

12.4.2 Change in Project Scope: In the event of a material change in the scope of the Project or the scope of the Architect's services, the Architect shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the Architect's compensation hereunder.

12.5 ADDITIONAL SERVICES: For Additional Service as described in Article 3, other than (a) Increased Project Representation, as described in Section 3.2; and (b) services of outside consultants, which shall be compensated as set forth in Subsection 12.5.1, compensation shall be computed as the direct personnel expense as set forth in Exhibit 15. Direct personnel expense ("Direct Personnel Expense") shall be defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

12.5.1 Additional Services of Outside Consultants: For Additional Services of outside consultants, compensation shall be computed as the Direct Personnel Expense of the outside consultant as set forth in Exhibit 14.

12.5.2 Increased Project Representation: For Increased Project Representation as described in Section 3.2, compensation shall be as set forth in Exhibit 14.

12.6 REIMBURSABLE EXPENSES

12.6.1 General: For Reimbursable Expenses, as hereinafter described, compensation shall be computed as the actual amount of the reimbursable expenses, subject to the limitations set forth below. Reimbursable Expenses include only those reasonable and actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the items listed in the following subsections. Reimbursable Expenses shall be documented with receipts and shall be highlighted in expense reports if combined with non-reimbursable expenses. Any Reimbursable Expense items (other than travel and living expenses of the Architect and its employees for trips to the Project area and reasonable telephone expenses) requiring expenditures in excess of one thousand dollars (\$1,000.00) per each separate occasion shall require the prior written approval of the Owner (or, when so indicated by Owner, oral approval from Owner's authorized representative, provided that each such oral approval shall be confirmed in writing). The Architect has provided the Owner with a projected schedule of items of reimbursable expense specifically set forth in the Architect's Financial Proposal included in Exhibit 6 attached hereto, which shall not be materially exceeded without the prior written approval of the Owner. These expenses will be reimbursed at cost and without a mark up and shall include:

12.6.1.1 Costs of public stenographic services and transcripts for meetings as required by the Owner;

12.6.1.2 Transportation expenses incurred in connection with the Project if the Architect is required to travel more than fifty (50) miles from the Architect's office at the standard State rate of travel pursuant to Exhibit 15, or at the direct

cost of transportation expense incurred when traveling by common carrier (airfare or rail: coach class only); and

12.6.1.3 Such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the Owner.

12.7 PROJECT COMPLETION: It is the intent of the parties that the Architect shall continue to perform the services required hereunder through the three (3) months after the Scheduled Completion Date as described in **Exhibit 3**. If Basic Services have not been completed within three (3) months after the Architect's signature on the Final Completion Certificate under subsection 2.7.22, through no fault of the Architect, the Architect shall be compensated for its services as an Additional Service under Section 12.5. The Architect shall have no claim against the Owner, its consultants or contractors, or the Client for any loss, cost, expense, claim or liability incurred as a result of the failure to attain project close-out by the Scheduled Completion Date, but shall look to its right to increased compensation as set forth above as its sole remedy for any such failure; all other remedies being hereby expressly waived. The foregoing shall not, however, be deemed to invalidate the indemnification obligations set forth in Section 11.5.

12.8 ARCHITECTS ACCOUNTING RECORDS: Records of Architect's expenses and hours pertaining to the Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the Owner or its authorized representative for inspection and copying during regular business hours during the term of this Agreement and for three (3) years after the date of the final payment under this Agreement.

ARTICLE 13
AUDITS BY OWNER

13.1 ACCESS TO ARCHITECT'S BOOKS AND RECORDS: The Architect agrees that the Owner or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine any directly pertinent books, documents, papers, and records of the Architect involving transactions related to this Agreement.

13.2 ACCESS TO CONSULTANT'S BOOKS AND RECORDS: The Architect further agrees to include in all its consultant agreements hereunder a provision to the effect that the consultants agree that the Owner or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the consultant agreements, have access to and the right to examine any directly pertinent books, documents, papers, and records of such consultants, involving transactions related to the Project.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Maryland.

14.2 SUCCESSORS AND ASSIGNS: The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

14.3 ASSIGNMENTS: The Architect shall not assign, encumber, pledge, sublet or transfer any interest in this Agreement without the written consent of the Owner. The Architect shall notify the Owner immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Architect. Except for an assignment by Owner of any of its rights under this Agreement to the State of Maryland, or any agency or department thereof, or an entity supplying funds for the construction of the Project, the Owner shall not assign, encumber, pledge, sublet or transfer any interest in this Agreement without the written consent of the Architect, which consent shall not be unreasonably withheld or delayed. When requested by an entity supplying funds for the construction of the Project, including any lender, the Architect shall enter into a reasonable and customary "Agreement to Complete".

14.4 REMEDIES CUMULATIVE: The remedies provided in this Agreement shall be in addition to, and not in substitution for, the rights and remedies which would otherwise be vested in either party hereto, under law or at equity, all of which rights and remedies are specifically reserved by each party. The failure to exercise any remedy provided for in this Agreement shall not preclude the resort to any such remedy for future breaches by the other party, nor shall the use of any special remedy hereby provided prevent the subsequent or concurrent resort to any other remedy which by law or equity would be vested in either party for the recovery of damages or otherwise in the event of a breach of any of the provisions of this Agreement to be performed by the other party.

14.5 JURISDICTION AND VENUE: If the Owner is a party to any litigation with respect to the Project (whether as plaintiff, defendant or third party defendant) the Architect consents to being joined in such action and to the jurisdiction of the Court in which the action is instituted (if the Architect is named as a defendant or impleaded as a third party defendant) and to service of process by that court; and the Architect waives any right to contest its joinder in such action on the grounds of improper jurisdiction or venue.

14.6 CONTRACT AFFIDAVIT: Simultaneously with the execution of this Agreement, the Architect shall execute, seal and deliver to the Owner the signed Contract Affidavit attached hereto as **Exhibit 16**.

14.7 EXHIBITS: All exhibits attached hereto are hereby incorporated into this Agreement and are deemed a material part of this Agreement.

14.8 NON-HIRING OF EMPLOYEES: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

14.9 PERSONAL LIABILITY OF PUBLIC OFFICIALS: In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of the Maryland Stadium Authority or any employees or representatives of the Owner, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the Owner.

14.10 POLITICAL CONTRIBUTION DISCLOSURE: The Architect shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html

14.11 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATION: If the General Assembly fails to appropriate funds or if funds are not otherwise made available by the Client for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Owner's rights or the Architect's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Architect and the Owner from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Architect shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement.

The Owner shall notify the Architect as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

14.12 RECEIPT OF FUNDS AS CONDITION PRECEDENT: The Architect also acknowledges that the Project will be paid for with funds appropriated by the State to the Client. As of the date of this agreement, the Owner has not received funds from the Client sufficient in amount to pay the Owner's obligations under this Agreement. Therefore, the Architect agrees that the Owner's receipt of funds from the Client is a condition precedent to the Owner's obligations to pay any sums hereunder.

14.13 NOTICES: All notices required or permitted to be given by one party to the other hereunder shall be in writing and shall be sent by certified U.S. Mail or commercial messenger receipt service, or shall be hand-delivered, as set forth in **Exhibit 17**. Either party may change its address for the purpose of receiving notices under this Agreement by written notice to the other party in the manner set forth above.

14.14 GENERAL CONDITIONS: Terms which are not defined in this Agreement shall have the same meaning as those in the General Conditions of the CM Construction Agreement provided to the Architect by Owner.

14.15 INTEGRATED AGREEMENT: This Agreement and the RFP included in **Exhibit 5** (unless modified by this Agreement) represent the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

14.16 NO JOINT VENTURE: Architect acknowledges that Owner is not a partner or joint venturer of Architect and that Architect is not an employee or agent of Owner.

14.17 HAZARDOUS MATERIALS: Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances; provided, however, the Architect shall report to the Owner the presence and location of any hazardous material that an architect of similar skill and expertise should have noticed.

14.18 OWNER APPROVAL: Whenever provision is made herein or in the contract documents for the approval or consent of Owner, or that any matter be to Owner's satisfaction, such approval or consent shall be made by Owner in its sole discretion and determination unless another standard is expressly stated in that specific provision.

14.19 HEADINGS: The headings and captions of the Sections in this Agreement are inserted for identification purposes only, and shall not govern the construction, nor alter,

vary, or change any of the terms, conditions, or provisions of this Agreement or any Sections hereof.

14.20 TIME OF THE ESSENCE: Time is of the essence in the performance of the obligations of the Architect under this Agreement.

This Agreement entered into as of the day and year first written above.

WITNESS:

OWNER:

Maryland Stadium Authority

Michael J. Frenz, Executive Director

WITNESS:

ARCHITECT:

Name, Title

Approved as to form and legal sufficiency this
_____ day of _____, 2019:

Assistant Attorney General

LIST OF EXHIBITS [PROJECT]

- Exhibit 1.....Project Program
- Exhibit 2.....Contracting Strategy
- Exhibit 3.....Project Schedule
- Exhibit 4.....Budget
- Exhibit 5.....Request for Proposal “RFP”
- Exhibit 6.....Proposals – Technical & Price
- Exhibit 7.....Schedule of Construction Cost
- Exhibit 8.....Certificate of Substantial Completion & Final Completion Certificate
- Exhibit 9.....Staffing Plan
- Exhibit 10.....Owner's Representatives
- Exhibit 11.....Sample Pre-Construction and Construction Management Agreements
- Exhibit 12.....Confidentiality Agreement
- Exhibit 13.....MDOT Certified MBE Utilization & Fair Solicitation Affidavit
- Exhibit 14.....Description of Architect's Compensation
- Exhibit 15.....State Standard of Travel Reimbursement
- Exhibit 16.....Contract Affidavit
- Exhibit 17.....Notices

EXHIBIT 1

PROJECT PROGRAM [PROJECT]

To be determined per Section 3.3 of the RFP.

EXHIBIT 2

CONTRACTING STRATEGY **[PROJECT]**

The Contracting Strategy will be Construction Manager at Risk.

EXHIBIT 3

PROJECT SCHEDULE **[PROJECT]**

See pages XXXX of the Technical Proposal dated XXXXXXXX.

EXHIBIT 4

BUDGET **[PROJECT]**

The Total project budget is: To Be Determined.

EXHIBIT 5

REQUEST FOR PROPOSAL **[PROJECT]**

Refer to attached Maryland Stadium Authority Request for Proposals –Architectural/Engineering Services, dated XXXXX, 2019, together with:

- Addendum No. 1 thereto, dated XXXXX, 2019; and
- Addendum No. 2 thereto, dated XXXXX, 2019.

EXHIBIT 6

PROPOSALS – TECHNICAL & FINANCIAL **[PROJECT]**

Refer to the attached Technical, Financial, and BAFO Proposals dated:

EXHIBIT 7

SCHEDULE OF CONSTRUCTION COST [PROJECT]

The Schedule of Construction Cost is: To Be Determined

EXHIBIT 8

MARYLAND STADIUM AUTHORITY
351 W. Camden Street, Suite 300
Baltimore, Maryland 21201

CERTIFICATE OF SUBSTANTIAL COMPLETION
[PROJECT]

CONTRACT NO.: _____ **CONTRACT DATE:** _____
CONTRACT NAME: _____
PROJECT NAME: Department of Legislative Services Building Improvements

DEFINITION: The date of Substantial Completion on the Work or designation portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner and or Client can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

PROJECT OR DESIGNATED PORTION THEREOF, INCLUDED IN THIS CERTIFICATE:

The Work to which this Certificate applies has been reviewed and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected, prepared by the contractor and amended by the Architect/Engineer and Construction Manager is attached hereto. The failure to include any items on such a list does not alter the responsibilities of the Contractor to complete all work in accordance with the Contract Documents. The list of items shall be completed or corrected by the Contractor within thirty (30) days of the above date of Substantial Completion. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing. The responsibilities of the Owner/Client and Contractor for security, maintenance, heat utilities, damages to the Work and insurance shall be as follows:

OWNER: _____
CONTRACTOR: _____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a Release of Contractors obligations to complete the Work in accordance with the Contract Documents.

ARCHITECT/ENGINEER: _____ **CONSTRUCTION MANAGER:** _____
Date: _____ Date: _____
A/E: _____ CM: _____
By: _____ By: _____

CONTRACTOR agrees to this Certificate of **OWNER** agrees to this Certificate of
Substantial Completion on: _____ Substantial Completion on: _____
Date: _____ Date: _____
Contr.: _____ Owner: _____
By: _____ By: _____

EXHIBIT 8 - continued

MARYLAND STADIUM AUTHORITY
351 W. Camden Street, Suite 300
Baltimore, Maryland 21201

FINAL COMPLETION CERTIFICATE
[PROJECT]

CONTRACT NO.: _____ **CONTRACT DATE:** _____

CONTRACT NAME:

PROJECT NAME: Department of Legislative Services Building Improvements

DEFINITION: The date of Final Completion on the Work is the Date certified by the Architect/Engineer when construction is complete, including all close out documents, claims settled and is, in accordance with the Contract Documents. The Owner and or Client took beneficial occupancy of the Work for the use for which it is intended, as expressed in the Contract Documents.

PROJECT OR DESIGNATED PORTION THEREOF, INCLUDED IN THIS CERTIFICATE:

The Work to which this Certificate applies has been reviewed and found to be complete. The date of Completion of the Project or portion thereof designated above (the Contract) is established as of _____ . The Contractor has no claims or liens against the Project or the Owner.

The responsibilities of the Owner/Client and Contractor for security, maintenance, heat utilities, damages to the Work and insurance shall be as follows:

OWNER:

CONTRACTOR:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a Release of Contractors' obligations of the Contract Documents.

ARCHITECT/ENGINEER:
Date: _____

A/E: _____

By: _____

CONSTRUCTION MANAGER:
Date: _____

CM: _____

By: _____

CONTRACTOR agrees to this Certificate of Final Completion on:
Date: _____

Contr.: _____
By: _____

OWNER agrees to this Certificate of Final Completion on:
Date: _____

Owner: _____
By: _____

EXHIBIT 9

STAFFING PLAN **[PROJECT]**

See pages XXXXX of the Technical Proposal dated XXXXX, 2019.

Exhibit 10

OWNER' S REPRESENTATIVES **[PROJECT]**

1. Executive Director, Michael J. Frenz
2. Senior Vice President, Gary McGuigan
3. Vice President, Al Tyler
4. Project Manager, TBD
5. Fiscal Officer, Dawn Abshire
6. Compliance Officer, Lisa Johnson
7. Project Coordinator, Malaika Damon
8. Principal Counsel, Cynthia Hahn

Exhibit 11

CONSTRUCTION MANAGEMENT AGREEMENT **[PROJECT]**

See attached sample CM Pre-construction & Construction Management Agreements.

Exhibit 12

CONFIDENTIALITY/COPYRIGHT AGREEMENT AND ACKNOWLEDGMENT [PROJECT]

I, _____ as the (title) _____ and duly authorized representative of (company) _____, which is engaged to do work for the project, understand that certain information regarding the project is or may be sensitive to the Owner and that the timing of its release is of considerable importance to the Owner. I further understand and acknowledge that any materials prepared or furnished by (company) _____ in connection of this project shall be the property of the Owner.

THEREFORE, I hereby acknowledge and agree that (company) _____ shall not issue any press releases or engage in any dialogues or interviews with the media or any other persons or entities for the dissemination to the general public without the prior written consent of the Owner. The Owner reserves the right to release all information as well as to time its release, form and content. The contents and substance of all discussions and communications, oral or written, between this company and the Architect, Owner, Construction Manager, and/or any other contractors engaged to perform work on the project shall be kept confidential and shall not be disclosed by this company to any persons or entities unaffiliated with the project, including, without limitation, governmental authorities and community groups, without the prior written consent of the Owner.

I further acknowledge and agree that all drawings, specifications, reports, surveys, CADD System disks/tapes and other documents, including models, photographs and renderings, prepared or furnished by (company) _____ shall be the property of the Owner and may not be copyrighted by (company) _____.

This Agreement shall become a substantive part of (company) _____ contract to perform work on the project and the Owner shall be entitled to enforce all provisions hereunder, and shall be entitled to reasonable damages for any breach hereof. This Agreement shall survive the expiration of this company's contract to do work on the project.

IN WITNESS WHEREOF, this Agreement was executed on the

_____ day of _____, 20____.

Signature

Printed

Exhibit 13

MDOT CERTIFIED MBE & FAIR SOLICITATION AFFIDAVIT **[PROJECT]**

See attached completed Attachment A – MBE participation schedule and solicitation affidavit.

Exhibit 14

DESCRIPTION OF ARCHITECT' S COMPENSATION **[PROJECT]**

Refer to the attached Financial Proposal included in **Exhibit 6**.

Exhibit 15

STATE STANDARD OF TRAVEL REIMBURSEMENT **[PROJECT]**

Travel reimbursement is included in lump sum fee for all work required in the Request for Proposal “RFP”. Authorized travel beyond what is required for the RFP will be approved, in advance, by the Maryland Stadium Authority.

Exhibit 16

CONTRACT AFFIDAVIT
[PROJECT]

See attached Contract Affidavit.

Exhibit 17

NOTICES **[PROJECT]**

TO OWNER:

Al Tyler
Maryland Stadium Authority
351 West Camden, Suite 300
Baltimore, MD 21201-8601
Phone: 410-223-4141
Email: atyler@mdstad.com

TO CLIENT:

Name
Company
Street
City, State Zip Code
Phone:
Email:

TO ARCHITECT:

Name
Company
Street
City, State Zip Code
Phone:
Email:

TO CONSTRUCTION MANAGER:

Name
Company
Street
City, State Zip Code
Phone:
Email:

ATTACHMENT M

MBE RESEARCH FACTORS (to be issued via addendum)

ATTACHMENT P

PRIME CONTRACTOR LIST OF ALL SUBCONTRACTORS

Attachment P - Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract

Effective beginning for Fiscal Year (FY) 2023, the State of Maryland is required to collect the names and total payments of all subcontractors used during the life of the contract with no regard to socioeconomic program status or certifications. Provide a State of Maryland certification number for firms that do hold MBE, VSBE, and/or SBR certifications, regardless of whether they are fulfilling subcontracting program goals. It should be noted in the appropriate column if the firm is fulfilling a specific subcontracting goal.

Attachment P is required to be submitted with the bidder/offeror's bid/proposal whenever there is a MBE and/or VSBE participation goal(s) included in the solicitation.

Attachment P will be used during the life of the contract to track Subcontractors working for the Prime with a final report of all subcontractors and payments made to the subs regardless of their socioeconomic program status.

Instructions on How to Complete Attachment P

1. There are two spreadsheets/tabs in Attachment P - "Anticipated Subcontractors" and "Actual Subcontractors".
2. The first tab - "Anticipated Subcontractors" is to be completed and submitted with the bid/proposal.
3. The following information must be filled out at the top of the first spreadsheet prior to submitting the attachment with the bid/proposal:
 - A. Bidder/Offeror Name: (Bidder/Offeror's Company Name responding to the solicitation)
 - B. Agency and Program Name: (State Agency/Program that published the solicitation named on both the cover page and the Key Information Summary Sheet)
 - C. Solicitation Name / Number: (Solicitation Name and Number found on the cover page of the solicitation and the Key Information Summary Sheet)
 - D. Overall MBE % Goal for Contract: (The total MBE participation goal for the contract identified on the Key Information Summary Sheet)
 - E. Overall VSBE % Goal for the Contract: (The total VSBE participation goal for the contract identified on the Key Information Summary Sheet)
 - F. Contract Duration: (Contract duration identified in the Key Information Summary Sheet)
 - G. Bidder/Offeror Signature: (The Bidder/Offeror's representative with the power to sign a State of Maryland contract and affirm the statement below:
"By my signature above, I affirm that the list below contains all currently known anticipated subcontractors that will be used to fulfill the contract requirements.")
4. The following information must be filled out in the body of the first spreadsheet for all known subcontractors prior to submitting the attachment with the bid/proposal:
 - A. Subcontractor Name (The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)
 - B. MBE/VSBE/SBR - State of Maryland Certification # or NA (If the Subcontractor is a MBE, VSBE, or SBR list their Maryland certification number found on their eMMA profile or MDOT MBE Directory. If the Subcontractor has no Maryland certifications, enter "NA") *
 - C. Brief Description of Work to be Performed (For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) *
 - D. Individual MBE/VSBE % Goal or NA (If you are utilizing more than one MBE or VSBE to meet the overall goals identified at the top of the spreadsheet, enter the percentage that this particular MBE or VSBE will fulfill of the overall goal, for example the overall MBE goal is 30% and you have two MBEs each doing half, the percentage would be listed as 15% for each. If the Subcontractor is not a MBE or VSBE, enter "NA") *

*** NOTE: Any MBE or VSBE named and listed on this spreadsheet must also be listed on the MBE Forms - Attachment D or VSBE Forms - Attachment E required to be submitted with the Bid/Proposal in order to be counted towards meeting the participation goal(s).**

The State is aware that circumstances change during the course of a contract that requires substitutions among subcontractors. Thus, this second tab of the form is to capture all subcontractors actually utilized during the life of the contract. For example, if you modified the contract to add or change a MBE or VSBE from the original named MBE(s) or VSBE(s), or added any subcontractors, including MBE, VSBE, SBR certified firms that were not fulfilling a subcontracting goal.

5. The second tab - "Actual Subcontractors" is to be completed and submitted as required by the procurement officer and/or contract monitor/project manager during the contract performance period with the final completed list of all subcontractors and payments to be submitted as part of the contract close out.
6. The following information must be filled out at the top of the second spreadsheet prior to submitting the attachment when requested and at contract close out:
 - A. Prime Contractor Name: (Bidder/Offeror Awarded the Contract that performed as the Prime Contractor)
 - B. Agency and Program Name: (Copied from the first spreadsheet)
 - C. Contract Name / Number: (Copied from the first spreadsheet)
 - D. Overall MBE % Goal for Contract: (Copied from the first spreadsheet)
 - E. Overall VSBE % Goal for the Contract: (Copied from the first spreadsheet)
 - F. Contract Term (Start Date - End Date): (The actual start and end dates of the Contract)
 - G. Total Amount Invoiced to/Paid by the State to the Prime Contractor: (Total amount paid to the Prime Contractor by the State)
 - H. Prime Contractor Signature: (The Contractor's representative with the power to sign a State of Maryland contract and affirm the statement below:
"By my signature above, I affirm that the list below contains all subcontractors that were used to fulfill the contract requirements and the total amount paid to each subcontractor to close out the contract.")
7. The following information must be filled out in the body of the second spreadsheet for all subcontractors that worked on the contract during the time period requested and at contract close out:
 - A. Subcontractor Name (The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)

| | | | | | | | | | |
|---|----|--|--|--|--|--|--|--|--|
| | B. | MBE/VSBE/SBR - State of Maryland Certification # or NA (If the Subcontractor is a MBE, VSBE, or SBR list their Maryland certification number found on their eMMA profile or MDOT MBE Directory. If the Subcontractor has no Maryland certifications, enter "NA") * | | | | | | | |
| | C. | Brief Description of Work to be Performed (For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) * | | | | | | | |
| | D. | Individual MBE/VSBE % Goal or NA (If you are utilizing more than one MBE or VSBE to meet the overall goals identified at the top of the spreadsheet, enter the percentage that this particular MBE or VSBE will fulfill of the overall goal, for example the overall MBE goal is 30% and you have two MBEs each doing half, the percentage would be listed as 15% for each. If the Subcontractor is not a MBE or VSBE, enter "NA") * | | | | | | | |
| | E. | Total \$\$ Paid to Subcontractor (Total amount invoiced by the Subcontractor and paid by the Prime to the Subcontractor during the life of the contract with the State of Maryland) ** | | | | | | | |
| ** NOTE: Any MBE or VSBE named and listed on this spreadsheet must also be listed on the MBE Forms - Attachment D or VSBE Forms - Attachment E submitted with the bid/proposal or by modification during the contract in order to be counted towards meeting the participation goal(s). The "Paid/Unpaid Invoice Reports" (Attachments D-4A or D-4B and D-5 for MBEs and E-4 and E-5 for VSBEs) must be submitted monthly to the procurement officer and/or contract monitor/project manager/compliance monitor as required by the agency. | | | | | | | | | |
| | 8. | These spreadsheets are not protected, so you may modify the forms to enter the information required and add rows as needed for additional subcontractors. | | | | | | | |

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