



**Maryland Stadium Authority  
Request for Proposals  
Architectural/Engineering Services  
St. Mary's County Sports Complex – Preliminary Design Services**

**Issue Date: March 29, 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.

Minority Business Enterprises are encouraged to respond to this Request for Proposals.

**KEY INFORMATION SUMMARY SHEET**

**MARYLAND STADIUM AUTHORITY**

**Request for Proposals  
Architectural/Engineering Services  
St. Mary's County Sports Complex – Preliminary Design Services**

**RFP Issue Date:** March 29, 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](mailto:ywaite@mdstad.com)

**Procurement Method:** Competitive Sealed Proposals

**MBE Participation Goal:** 10% overall

**Pre-Proposal Conference:** April 8, 2024 at 10:00 a.m. (Local Time)  
Web Conference

**Site Visit:** April 10, 2024 at 11:00 a.m. (Local Time)  
22405 Johnson Pond Lane  
California, MD 20619

**Closing Date and Time  
Technical Proposals:** April 24, 2024 at 1:00 p.m. (Local Time)

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Summary Statement

In February 2024, the Commissioners of St. Mary's County (hereinafter the "County") and MSA entered into a Memorandum of Understanding for MSA to provide architectural/engineering services related to the potential development of a new sports complex, as described in this RFP, to be located and constructed in California, Maryland (hereinafter the "Project"). Through this solicitation, MSA is seeking a highly qualified Architect/Engineer design ("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.

The following resource(s) are included as attachment(s) to the RFP for use, reference, and consideration by the A/E design firm while executing the Scope of Work outlined in Section 3.3 - Crossroads Consulting LLC Market and Economic Analysis for a Proposed New Sports Complex in St. Mary's County, Maryland – **Attachment C**, Project Information.

#### 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 design firm Offeror selected pursuant to the requirements and procedures contained in the RFP.
- b. Client – St. Mary's County (the "County").
- c. COMAR - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://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 **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](http://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](http://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 –St. Mary’s County Sports Complex.
  - 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, 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](mailto: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 **April 8, 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/tZwsf-iqqTopGNXKH3B\\_evOntPu1zOneAwr#/registration](https://us02web.zoom.us/meeting/register/tZwsf-iqqTopGNXKH3B_evOntPu1zOneAwr#/registration)

A site visit will will be held on **April 10, 2024 at 11:00 a.m, Local Time**. Please click on the link below to register.

<https://www.eventbrite.com/e/site-visit-rfp-ae-st-marys-county-sports-complex-preliminary-design-tickets-873809406457>

## 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 **April 12, 2024 at 1:00 p.m, Local Time**:

<https://mdstad.sharefile.com/r-rc5476537fd6e474ca5507ef2b3aa859e>

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 Technical Proposals - Closing Date and Time**

To be considered, both technical and financial Proposals must be uploaded to the following links no later than **April 24, 2024 at 1:00 p.m, Local Time:**

Link to upload technical Proposals:

<https://mdstad.sharefile.com/r-ree4ob8d9bd924d7fae3cd47f4of8f845>

Link to upload password protected financial Proposals:

<https://mdstad.sharefile.com/r-r28b173fd1d1445cda38ae8f45ae9b3cd>

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 oral presentations. MSA will make a determination in the near future whether to hold in person or virtual 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 May 6 and 7, 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](http://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](http://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](http://www.mdstad.com).

### **1.42 Multiple Proposals**

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

## **SECTION 2**

### **OFFEROR MINIMUM 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 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.

## **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 the Project on the proposed site. The site is located at 22405 Johnson Pond Lane, California, MD 20619. 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 selected A/E will not be precluded from tendering future offers on the actual design and construction administration of the Project if the Project reaches the construction phase.

#### **3.3. Scope of Work – Preliminary Design**

Preliminary design and engineering services include, but are not limited to, the following:

- 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 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 County. The A/E will meet with County 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 County to discuss the A/E's findings and conclusions set forth in the preliminary design.

### **3.4. Reference Documents**

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.

1. Crossroads Consulting LLC Market and Economic Analysis for a Proposed New Sports Complex in St. Mary's County, Maryland – **Attachment C**.

## **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 an 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 by the Selection Committee to provide the most advantageous Proposal (technical and financial) for the Project 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 – St. Mary’s County Sports Complex**” 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.”

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 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 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:** 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 Opportunities:** 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. 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**.
7. **Attachment L** – Prime Contractor's List of All Subcontractors

**4.4 Volume II - Financial Proposal**

- a. Financial Proposals shall be submitted in the manner indicated in section 1.10 of the RFP and shall be password protected. After review of the technical Proposals, the Procurement Officer will request the password to the Financial Proposal from short-listed Offerors only. Failure from the Offeror to provide the password upon request from the Procurement

Officer will deem the Offeror's Proposal not reasonably susceptible of being selected for award. The financial Proposal shall include the Pricing Form (**Attachment H**).

- b. The Pricing Form shall contain all price information in the format specified in **Attachment H**. The Offeror shall complete the Pricing Form only as provided in the financial Proposal Instructions and the Pricing Form itself. Do not amend, alter, or leave blank any items on the Pricing Form or include additional clarifying or contingent language on or attached to the Pricing 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

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 and the Board of Public Works.

## ATTACHMENTS

Attachments can be downloaded via the following link:

<https://mdstad.sharefile.com/d-s1db624935bfa47b788b0bf506bb6a301>

- 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 CONTRACT**
- H. .... **PRICING FORM**
- I. .... **CONTRACT AFFIDAVIT**
- J. .... **CORPORATE PROFILE**
- K. .... **CAPACITY SUMMARY SHEET**
- L. ....**PRIME CONTRACTOR'S LIST OF ALL SUBCONTRACTORS**
- M. .... **EXHIBIT 1: MBE SEARCH FACTORS**

**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):

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**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).

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**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:

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**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 and Economic Analysis for a Proposed New Sports Complex in St. Mary's County, Maryland



**Presented to:**

**Maryland Stadium Authority**



**Presented by:**



**Final Report**

**October 2020**

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October 2020

Mr. Gary McGuigan, Executive Vice President  
Capital Project Development Group  
Maryland Stadium Authority  
The Warehouse at Camden Yards- South Warehouse  
351 West Camden Street, Suite 300  
Baltimore, MD 21201

Dear Mr. McGuigan:

Crossroads Consulting Services LLC has completed its market and economic analysis related to a proposed new sports complex that could include a multi-field outdoor complex and/or an indoor fieldhouse in St. Mary's County, Maryland. This report summarizes our findings and principal conclusions from our research and analysis.

The findings contained in the report reflect analysis of information provided by primary and secondary sources that are assumed to be correct. We have utilized sources that are deemed to be reliable but cannot guarantee their accuracy. 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 St. Mary's County and may not be relied upon by any party for any purpose including financing. Notwithstanding these limitations, it is understood that this document may be subject to public information laws and, as such, can be made available to the public upon request.

Although you have authorized reports to be sent electronically for your convenience, only the final hard copy report should be viewed as our work product.

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*

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# 1. INTRODUCTION



## PROJECT BACKGROUND

Located on a peninsula in southern Maryland, St. Mary's County (County) is positioned between the Potomac and Patuxent Rivers and the Chesapeake Bay. The County is known for its State parks, water trails, nature, scenic rural landscape and rich history. Settled by the English in 1634, the County was established in 1637 and was the first Maryland county. St. Mary's City was Maryland's first official city and the country's colonial capital for 61 years.

The County has grown over the years which is largely attributable to the advent of a naval base, extensive presence of defense contractors and the growth of St. Mary's College of Maryland. The County is the current home of the Naval Air Station Patuxent River which employs over 22,400 military, civilians and defense contractors.

Outdoor activities, museums, arts and other historical attractions within the County currently serve as the primary draw for visitors from the surrounding region. The County is approximately a one-hour drive from Washington, D.C. and a two-hour drive from Baltimore, Maryland.

In 2016, the St. Mary's County Tourism and Hospitality Master Plan was released which evaluated ways the County could develop and grow the local tourism economy, specifically through attracting overnight visitors. As part of the Master Plan, youth and amateur sports tournaments were identified as a market that the County should explore to attract tournaments and increase overnight visitation. As such, the Master Plan consisted of a work plan that identified short and long-term goals guiding the potential development of a sports complex.

Sports tourism is one of the fastest growing sectors in tourism. In general, sports tourism is defined as a person traveling to a location specifically to participate in or watch a sporting event. The Sports Events & Tourism Association (formerly the National Association of Sports Commissions) estimated that direct visitor spending associated with non-professional sports events and tourism was \$11.4 billion in 2017.

The growth of elite or travel teams in the U.S. is a key trend in youth sports. The opportunity for youth to play sports at a higher competitive level than recreational play is appealing to many parents, particularly those seeking college scholarships for their children as travel teams can serve as a source of scouting and recruiting for colleges. As such, families are willing to invest time and money to travel long distances for regional and national competitions. Tournacations, a term that merges "tournament" and "vacation", are an increasing trend in sports tourism, particularly with youth sports.

Communities and states throughout the U.S. have recognized the economic benefits associated with operating various public assembly facilities. In recent years, multiple indoor and outdoor sports complexes have been developed throughout the country with the use of public funds due, in part, to the ability of these venues to generate economic activity at area businesses and tax revenues for local and state entities. To maximize resources, communities are increasingly seeking projects that better respond to the anticipated long-term needs of area residents and attract out-of-town visitors. As such, some communities choose to pursue sports complexes to capitalize on existing assets and enhance market opportunities by targeting a diverse set of demand generators.

Consistent with the aforementioned, the County is currently exploring the merits of developing a new sports complex that could accommodate youth and amateur leagues and tournaments. The sports complex, which could include a multi-field outdoor complex and/or an indoor fieldhouse, could accommodate diverse sports activity including, but not limited to basketball, volleyball, gymnastics, martial arts, wrestling, ice sports, track and field, soccer, futsal, lacrosse, baseball, softball, football, ultimate (originally known as ultimate frisbee) and rugby. As it relates to the proposed new sports complex, the term “indoor fieldhouse” as used throughout this study encompasses court, track, turf and ice-related program elements. The potential multi-field outdoor complex could include diamond and/or rectangular fields with natural grass and/or artificial turf surfaces. Although interest was expressed by representatives of tennis organizations related to the development of a new tennis facility, exploring the merits of developing a facility of this type is outside the scope of this engagement and would need to be explored in a separate study effort. For informational purposes, the County’s FY 2020 budget includes the development of a community park which is planned to include four tennis courts, fields and other amenities.

## **PURPOSE OF THE STUDY**

Given this backdrop, the Maryland Stadium Authority (MSA) and St. Mary’s County retained Crossroads Consulting Services LLC (Crossroads Consulting) to conduct a market and economic analysis that assesses the merits of developing a new sports complex to accommodate youth and amateur leagues and tournaments. While any potential new facilities could be co-located, this analysis is non-site specific.

The analysis contained within this study does not include any architectural-related services (e.g. environmental assessments, noise analysis, transportation/traffic impact analysis, etc.). In addition, this study does not include any detailed programming, design planning services, site development/planning services (e.g. geotechnical engineering, testing, surveying, etc.) or project cost budgeting/phasing.

The conclusions outlined in this study are only one factor that St. Mary’s County should consider in its strategic planning efforts. The research and analysis contained in this report are intended to allow St. Mary’s County to draw informed conclusions regarding the viability associated with future development of a new sports complex.

In March 2020, the global outbreak of a “novel coronavirus” known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). As future impacts related to the pandemic remain uncertain, it should be noted that the analysis found within this report does not account for potential short- or long-term implications resulting from COVID-19. St. Mary’s County should consider its options once there is a better sense of the economic situation amid COVID-19.



## WORK PLAN

Research tasks completed as part of this study effort included, but were not limited to, the following.

- Met with client representatives to develop an understanding of the background, history and key issues related to the study; confirm the study scope and objectives; review existing data related to the project; discuss the project schedule and tour existing facilities in the County.
- Obtained feedback from area stakeholders regarding potential market opportunities and potential challenges to development and sustainability of the proposed new sports complex.
- Analyzed local market attributes including demographic and socioeconomic metrics, area employment, transportation access, hotel statistics, area amenities, tourism statistics and climate characteristics.
- Profiled the supply of existing and planned facilities in the area.
- Analyzed information from secondary sources regarding historical sports activity occurring in St. Mary's County and the surrounding area.
- Summarized sports participation trends.
- Conducted market surveys and interviews with area scholastic and collegiate programs; State, regional and national youth and amateur sports organizations; and event organizers of various special athletic events.
- Analyzed building program attributes and operating data from a select number of comparable/competitive facilities.
- Identified market-related strengths/opportunities and challenges/threats associated with the proposed new sports complex.
- Summarized potential market demand opportunities and building program recommendations.
- Developed a financial pro forma and related assumptions regarding potential usage/event activity and facility operations in terms of operating revenues and operating expenses.
- Estimated the economic and fiscal impacts associated with on-going facility operations.



## 2. LOCAL MARKET CONDITIONS



## LOCAL MARKET CONDITIONS

It is important to understand the market in which the proposed new sports complex would operate. Factors such as demographic/economic conditions, the vibrancy of the area immediately surrounding a facility and overall destination appeal, to event organizers and attendees, can all impact a facility's overall competitiveness within the broader marketplace. This section profiles demographic/socioeconomic statistics, area employment, transportation access, hotel supply, area amenities, tourism statistics and climate characteristics.

## DEMOGRAPHIC AND SOCIOECONOMIC STATISTICS

Demographic and socioeconomic indicators are pertinent to assessing demand for participant and spectator-oriented sports activities for several reasons. Event activity at the proposed new facilities is anticipated to be diverse and include multiple sports. Depending on the scope and nature of the event, attendees will include residents, day trippers and people staying overnight. Sports tournament organizers typically consider market characteristics as well as facility elements when deciding where to host their events. Having active local youth and amateur sports clubs that commonly participate in tournaments as well as other factors such as population, age distribution and income characteristics can be important when selecting markets to host their events.

Demographic data, including population, households, age distribution and income characteristics, is shown for multiple areas including a 30-, 60-, 120- and 180-minute drive time (collectively referred to as "target markets"). Because this study is non-site specific, a central location within the County was selected as the point of origin for each drive time. The 30-minute drive time is similar in size to that of the County. It is likely that individuals within a 30-minute drive time would participate in league games, practices and other related sports activity, while individuals participating in tournaments/competitions are likely to travel from further distances. Industry research indicates that many sports participants are willing to drive three or more hours to compete in regional and national tournaments. In addition to these target markets, demographic data is shown for St. Mary's County, the State of Maryland and the U.S. for comparative purposes.

The following pages provide analysis of key demographic/socioeconomic attributes within each of the profiled markets as well as maps of the 30-, 60-, 120- and 180-minute drive times to illustrate the range of these potential target market areas. These profiled markets are not intended to directly correlate to potential market demand but rather to illustrate the characteristics of the market within which the proposed new sports complex would operate.

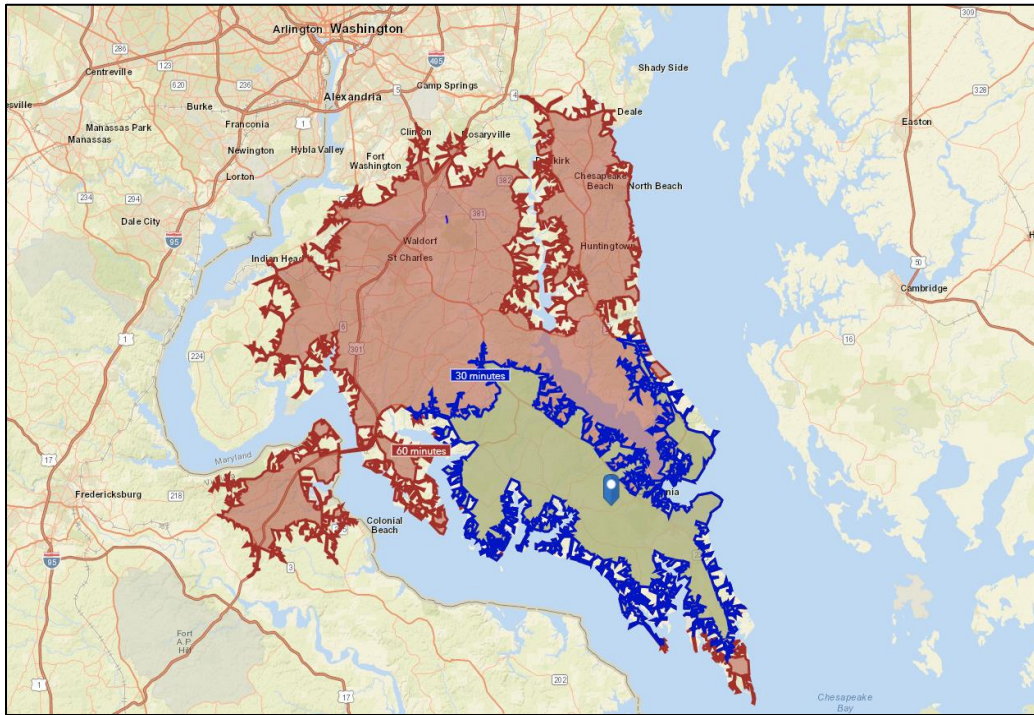
For informational purposes, the California-Lexington Park Metropolitan Statistical Area (MSA) is comprised of St. Mary's County. An MSA contains at least one core urban area of 50,000 or more inhabitants. Each metropolitan area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration with the urban core.



Source: Esri

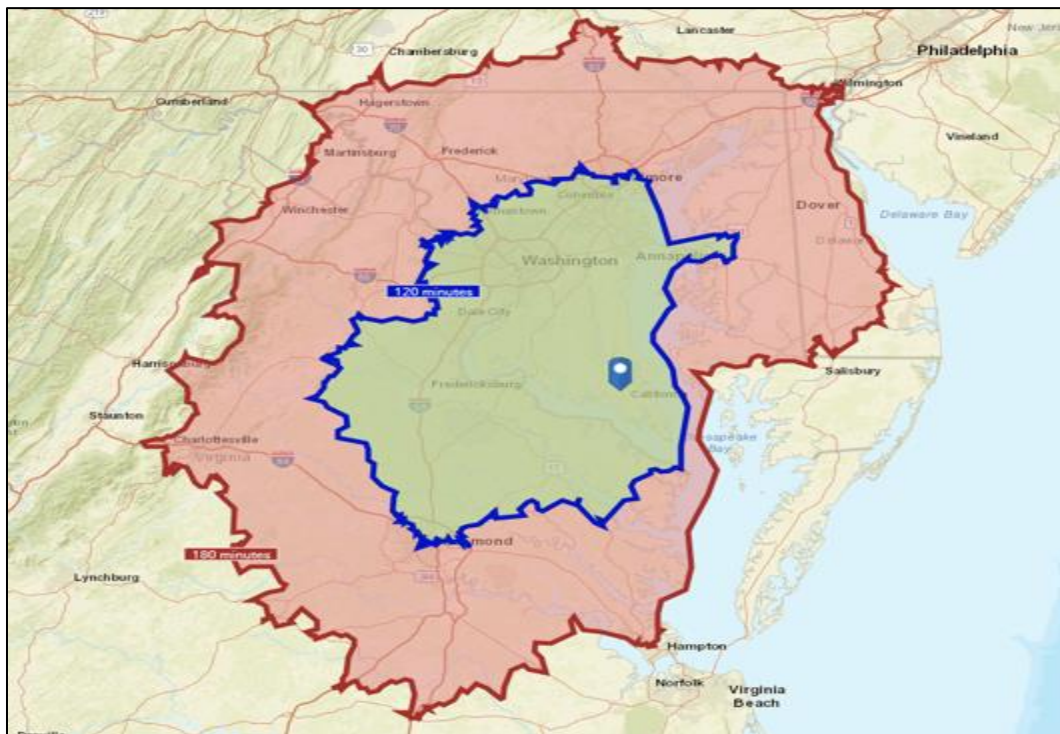


### Map of 30- and 60-Minute Drive Time



Source: Esri.

### Map of 120- and 180-Minute Drive Time



Source: Esri.

Population

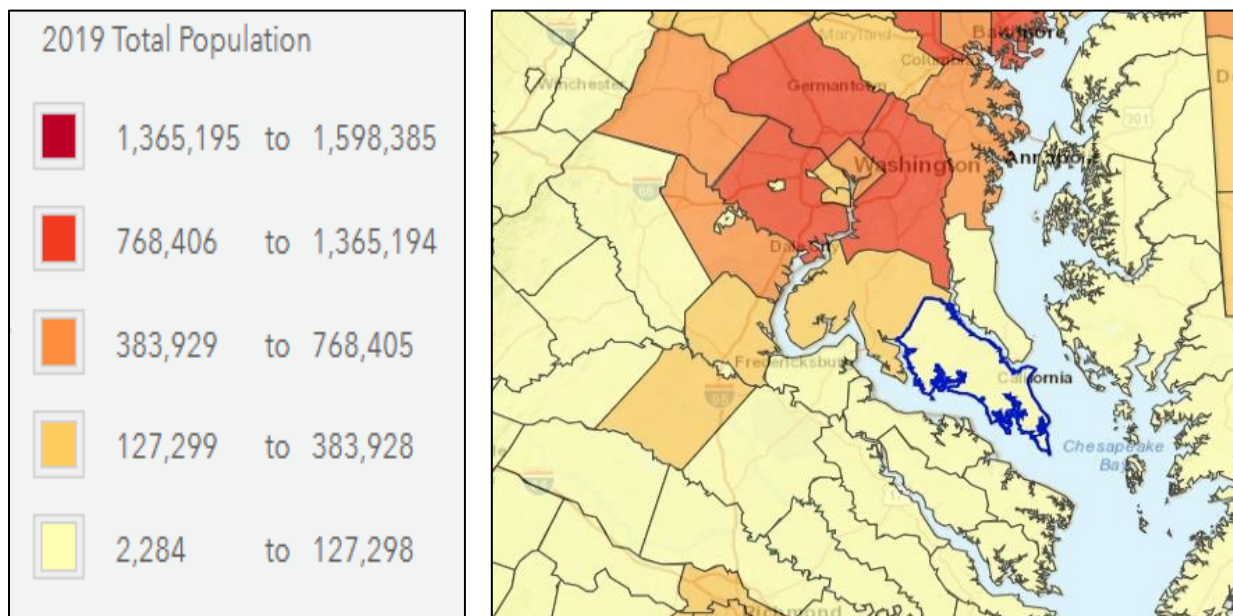
Population serves as a base from which the proposed new sports complex could draw attendance and other forms of support. In 2019, the 30-, 60- and 120-minute drive times had populations of 125,112; 416,071; and 7,007,585, respectively. As a point of reference, St. Mary’s County had a population of 116,389 in 2019, which is similar to the 30-minute drive time. The 180-minute drive time had a population of approximately 13.0 million. The large population within both the 120- and 180-minute drive time is positively impacted by densely populated areas such as Washington, D.C. and Baltimore. The population within these market areas provides an opportunity to draw out-of-town visitors to larger tournaments/competitions. Population within each of the profiled drive-time markets is expected to increase from 2019 to 2024. The projected 2019 to 2024 annual growth rates of the 30-, 60-,120- and 180-minute drive times are expected to outpace that of the State and the U.S.

Total Population							
Population Summary	St. Mary's County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
2000 Total Population	86,211	93,342	307,880	5,820,229	10,499,597	5,296,486	281,421,906
2010 Total Population	105,151	113,967	375,106	6,449,703	11,945,366	5,773,552	308,745,538
2019 Total Population	116,389	125,112	416,071	7,007,585	12,995,210	6,120,651	332,417,793
2024 Total Population	122,209	130,938	438,209	7,314,653	13,587,318	6,299,601	345,487,602
2000-2010 Annual Growth Rate	2.20%	2.21%	2.18%	1.08%	1.38%	0.90%	0.97%
2010-2019 Annual Growth Rate	1.19%	1.09%	1.21%	0.96%	0.98%	0.67%	0.85%
2019-2024 Annual Growth Rate (Projected)	0.98%	0.91%	1.04%	0.86%	0.90%	0.58%	0.77%

Source: Esri.

For informational purposes, the following map depicts the population density of St. Mary’s County as well as surrounding counties. As shown, the populations of St. Mary’s, Charles and Calvert counties (commonly referred to as the tri-county area) are relatively similar in size. Higher populated counties are primarily clustered to the north of St. Mary’s County and include Prince George’s, Anne Arundel and Montgomery counties in Maryland and Fairfax County in Virginia.

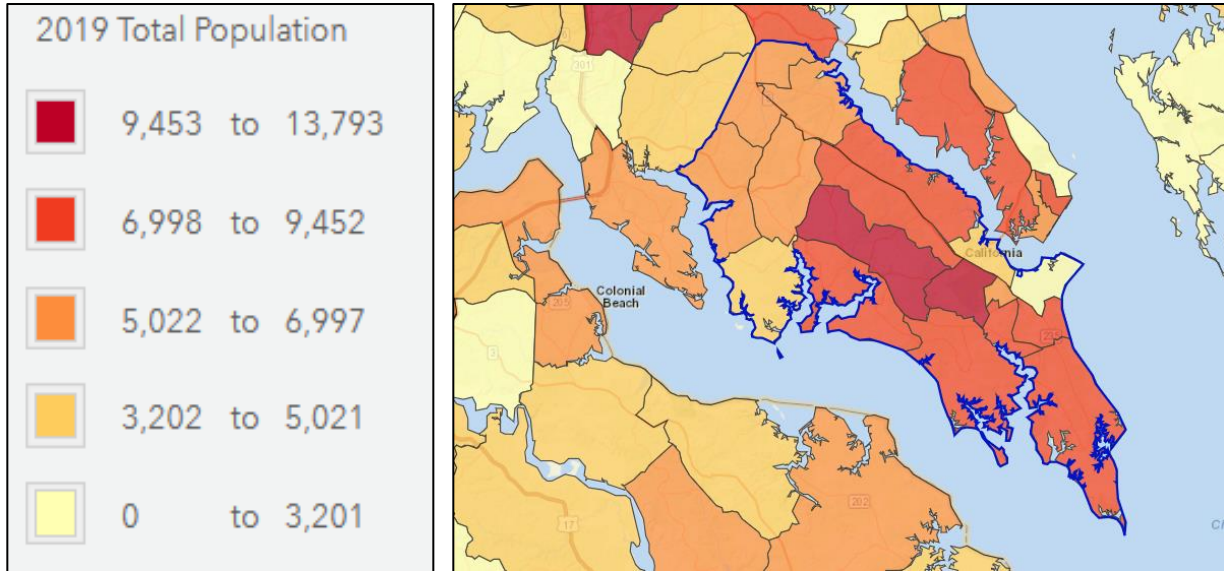
**Map of Population Density – Area Counties**



Source: Esri.

As shown below, the central portion of St. Mary's County has the highest population density.

**Map of Population Density – St. Mary's County**



Source: Esri.

**Number of Households**

The following table illustrates the number of households within each of the profiled market areas. The projected 2019 to 2024 annual growth rate in households for the 30-, 60-, 120- and 180-minute drive times is expected to outpace that of the State and the U.S. Of the profiled target markets, the projected annual growth rate within the 60-minute drive time is the highest projected annual growth rate (1.04%).

Household Summary	Number of Households						State of Maryland	U.S.
	St. Mary's County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time			
2000 Total Households	30,642	32,745	106,422	2,207,020	3,975,120	1,980,859	105,480,101	
2010 Total Households	37,604	40,478	131,501	2,442,969	4,504,552	2,156,411	116,716,292	
2019 Total Households	41,539	44,384	145,984	2,644,227	4,874,386	2,271,649	125,168,557	
2024 Total Households	43,576	46,428	153,771	2,757,280	5,085,975	2,332,895	129,922,162	
2000-2010 Annual Growth Rate	2.27%	2.36%	2.36%	1.07%	1.33%	0.89%	1.07%	
2010-2019 Annual Growth Rate	1.16%	1.07%	1.22%	0.92%	0.91%	0.59%	0.80%	
2019-2024 Annual Growth Rate (Projected)	0.96%	0.90%	1.04%	0.84%	0.85%	0.53%	0.75%	

Source: Esri.



Age Distribution

Analysis by age group is useful since certain events are targeted toward consumers who fall within specific age categories. Individuals under the age of 18 years old are a popular target market for participants in sports tournaments/competitions. The population within the 30-minute drive time has the highest percentage of individuals in this age group (24.4%). The percentage decreases to approximately 22% within a 120- and 180-minute drive, which is consistent with both the State of Maryland and the U.S.

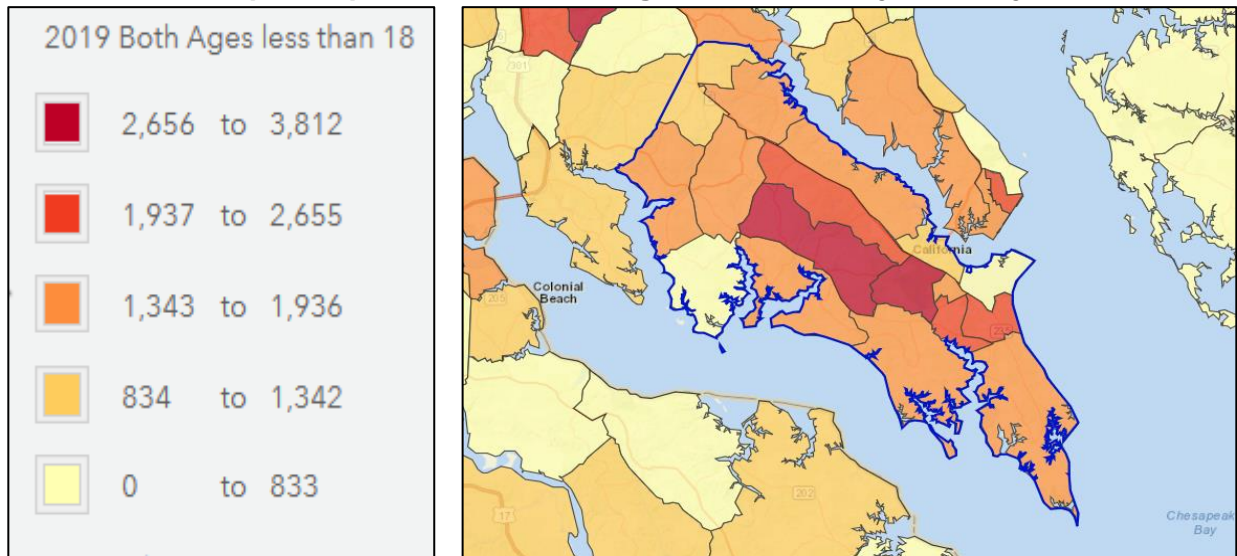
Age Distribution							
2019 Population by Age	St. Mary's County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
Age 0-4	6.6%	6.6%	5.8%	5.8%	5.8%	5.6%	6.0%
Age 5-9	6.8%	6.8%	6.3%	6.0%	6.1%	6.0%	6.1%
Age 10 - 14	7.0%	7.1%	6.9%	6.3%	6.4%	6.4%	6.3%
Age 15 - 24	12.9%	12.8%	12.2%	12.4%	12.6%	12.5%	13.0%
Age 25-34	13.9%	14.2%	13.4%	15.3%	14.3%	13.8%	14.0%
Age 35-44	13.1%	13.0%	13.0%	13.8%	13.3%	12.8%	12.6%
Age 45-54	13.1%	13.3%	14.3%	13.1%	13.1%	13.2%	12.5%
Age 55 - 64	13.0%	13.0%	14.0%	12.9%	13.2%	13.5%	13.1%
Age 65-74	8.3%	8.0%	8.7%	8.8%	9.2%	9.5%	9.7%
Age 75-84	3.9%	3.7%	3.9%	4.0%	4.3%	4.6%	4.7%
Age 85+	1.4%	1.5%	1.4%	1.7%	1.8%	2.0%	2.0%
<b>Age 18+</b>	<b>75.7%</b>	<b>75.6%</b>	<b>76.9%</b>	<b>78.4%</b>	<b>78.2%</b>	<b>78.4%</b>	<b>78.0%</b>
<b>Age &lt; 18</b>	<b>24.3%</b>	<b>24.4%</b>	<b>23.1%</b>	<b>21.6%</b>	<b>21.8%</b>	<b>21.6%</b>	<b>22.0%</b>
<b>2019 Median Age</b>	<b>37.0</b>	<b>36.9</b>	<b>38.9</b>	<b>37.9</b>	<b>38.5</b>	<b>39.2</b>	<b>38.5</b>

Source: Esri.

The median age within the 30-minute drive time is the youngest of the profiled markets. As previously mentioned, it is likely that individuals within the 30-minute drive time would participate in league games, practices and other related local sports activity. The median age of the 60-, 120- and 180-minute drive time is relatively consistent with that of the U.S.

As illustrated below, the central portion of St. Mary's County has the highest number of individuals under the age of 18.

**Map of Population Under the Age of 18 – St. Mary's County**



Note: Both relates to male and female.  
Source: Esri.

## Income Distribution

Household 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 participation in or attendance at competitive sporting events. Median household income within the 30-minute drive time (\$84,768), 60-minute drive time (\$97,813), 120-minute drive time (\$93,386) and 180-minute drive time (\$83,641) is significantly higher than that for the U.S. (\$60,548). The median household income for each target market is also higher than that for the State of Maryland (\$81,440) and St. Mary's County (\$83,151).

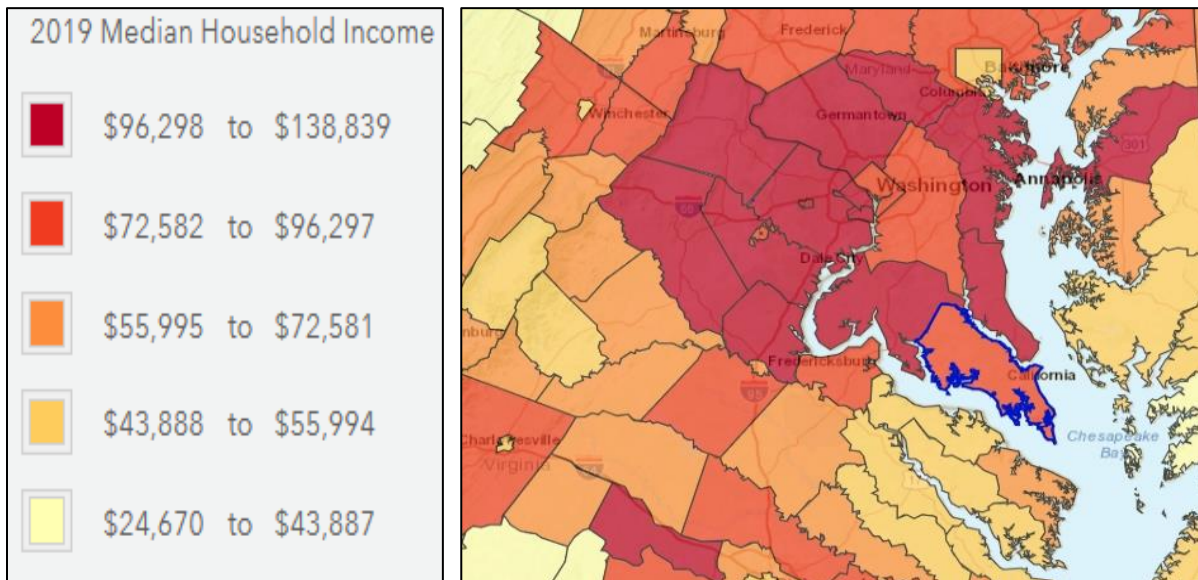
Household Income Distribution							
2019 Household Income Distribution	St. Mary's County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
Less than \$15,000	5.0%	4.7%	4.3%	7.0%	7.4%	7.4%	10.7%
\$15,000 to \$24,999	5.6%	5.0%	3.9%	4.8%	5.8%	5.9%	9.0%
\$25,000 to \$34,999	5.0%	4.6%	4.6%	5.5%	6.4%	6.7%	8.9%
\$35,000 to \$49,999	11.4%	11.7%	9.4%	8.4%	9.5%	10.2%	12.4%
\$50,000 to \$74,999	17.0%	17.2%	16.0%	14.4%	15.5%	15.8%	17.5%
\$75,000 to \$99,999	15.2%	14.6%	12.7%	12.7%	13.1%	12.8%	12.6%
\$100,000 to \$149,999	19.7%	19.6%	22.1%	19.8%	18.9%	19.1%	15.1%
\$150,000 to \$199,000	11.1%	11.9%	14.2%	11.8%	10.5%	10.3%	6.5%
\$200,000+	10.1%	10.7%	12.8%	15.7%	12.8%	11.8%	7.3%
<b>2019 Median Household Income</b>	<b>\$83,151</b>	<b>\$84,768</b>	<b>\$97,813</b>	<b>\$93,386</b>	<b>\$83,641</b>	<b>\$81,440</b>	<b>\$60,548</b>
<b>2024 Median Household Income (Projected)</b>	<b>\$90,111</b>	<b>\$92,719</b>	<b>\$105,066</b>	<b>\$102,988</b>	<b>\$92,856</b>	<b>\$89,547</b>	<b>\$69,180</b>
<b>2019-2024 Annual Growth Rate (Projected)</b>	<b>1.7%</b>	<b>1.9%</b>	<b>1.5%</b>	<b>2.1%</b>	<b>2.2%</b>	<b>2.0%</b>	<b>2.9%</b>
<b>2019 Average Household Income</b>	<b>\$107,434</b>	<b>\$110,195</b>	<b>\$120,485</b>	<b>\$127,886</b>	<b>\$115,348</b>	<b>\$111,406</b>	<b>\$87,398</b>
<b>2024 Average Household Income (Projected)</b>	<b>\$119,287</b>	<b>\$122,684</b>	<b>\$133,440</b>	<b>\$142,233</b>	<b>\$128,718</b>	<b>\$124,025</b>	<b>\$99,638</b>
<b>2019-2024 Annual Growth Rate (Projected)</b>	<b>2.2%</b>	<b>2.3%</b>	<b>2.2%</b>	<b>2.2%</b>	<b>2.3%</b>	<b>2.3%</b>	<b>2.8%</b>

Source: Esri.

The high median household income within each of the target markets indicates that these households may have significant disposable income to spend on activities including those related to sports.

As depicted in the map below, St. Mary's County and surrounding counties have relatively high median household income levels.

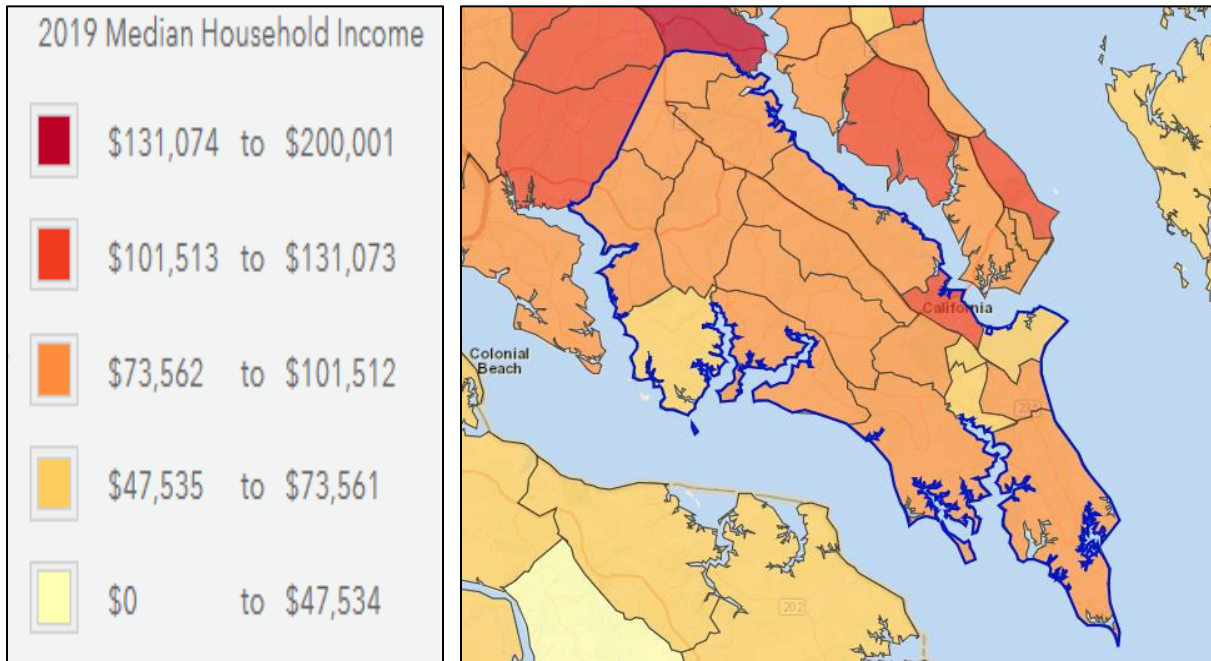
**Map of Median Household Income – Area Counties**



Source: Esri.

The California area, which is proximate to the Naval Air Station Patuxent River, has the highest median household income within St. Mary's County.

**Map of Median Household Income – St. Mary's County**



Source: Esri.

## AREA EMPLOYMENT

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 sports complex. 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 fail, there are others upon which the local economy can rely.

In 2019, there were approximately 36,300 total jobs in the County. The services industry accounted for the largest number of total jobs in the County, followed by the retail trade industry.

Employment by Industry in St. Mary's County		
Industry	Total Jobs	% of Total
Services	15,978	44.02%
Retail Trade	8,941	24.63%
Construction	2,802	7.72%
Manufacturing	2,485	6.85%
Public Administration	2,066	5.69%
Finance, Insurance And Real Estate	1,609	4.43%
Transportation and Communications	1,013	2.79%
Unclassified	538	1.48%
Wholesale Trade	503	1.39%
Agricultural, Forestry, Fishing	319	0.88%
Mining	40	0.11%
<b>Total</b>	<b>36,294</b>	<b>100.0%</b>

Note: Sorted in descending order by total jobs.  
Source: Maryland Department of Commerce.



Area employers provide a target market for potential users as well as sponsorship/ advertising opportunities and partnerships at the proposed new sports complex. As shown in the following table, the Naval Air Station Patuxent River is the largest employer in the County, accounting for 11,915 employees or approximately 58% of total employment at the profiled organizations. As previously mentioned, the Naval Air Station Patuxent River employs more than 22,400 individuals when including contractors.

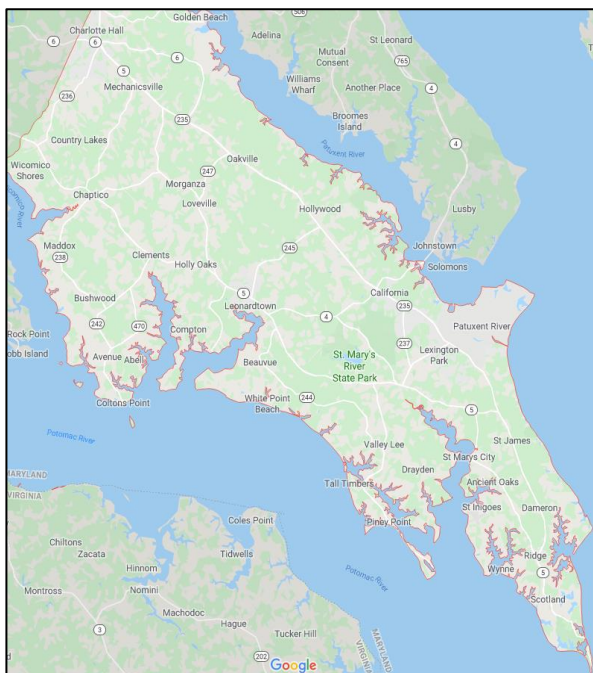
Top 15 Major Employers - St. Mary's County		
Employer	Employees	% of Total
Naval Air Station Patuxent River	11,915	58.3%
MedStar St. Mary's Hospital	1,260	6.2%
DynCorp International	1,020	5.0%
KBRwyle	700	3.4%
BAE Systems	645	3.2%
General Dynamics	600	2.9%
St. Mary's College of Maryland	555	2.7%
SAIC	515	2.5%
Engility	500	2.4%
PAE Applied Technologies	500	2.4%
J.F. Taylor	475	2.3%
Lockheed Martin	470	2.3%
Boeing	450	2.2%
Northrop Grumman	415	2.0%
Booz Allen Hamilton	400	2.0%
<b>Total</b>	<b>20,420</b>	<b>100%</b>

Notes: Sorted in descending order by number of employees.  
Employee counts for federal and military facilities exclude contractors to the extent possible.  
Source: Maryland Department of Commerce.

### TRANSPORTATION ACCESS

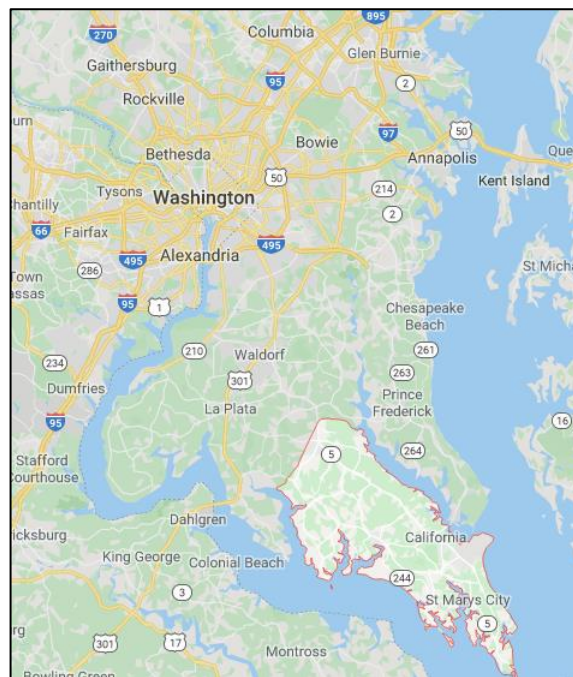
The method that competitive sporting event organizers use to select venues to host their event is partially based on ease of access to a market for attendees. In addition, the location and accessibility of a facility relative to the population base can impact its marketability for events. As shown on the map below, vehicular access onto the peninsula is provided by U.S. Route 301 which provides access to I-95 and I-495 (also known as the Washington D.C. Beltway). Once on the peninsula, there are multiple routes leading to the County. The County's location on a peninsula may be considered a disadvantage for some event organizers that require a centralized location and direct interstate highway accessibility. Maryland and Virginia have agreed to widen the Governor Harry W. Memorial/Senator Thomas "Mac" Middleton Bridge to relieve traffic congestion as well as increase safety and economic opportunities. According to secondary sources, the new bridge is expected to open in 2023.

**Map of St. Mary's County Road Access**



Source: Google Maps.

**Map of Area Highway Access**



Source: Google Maps.

Proximate, convenient air access can be beneficial in accommodating the needs of sporting event organizers, athletes/teams or their VIPs, particularly for national and international competitions. Commercial air service is primarily provided by three major airports: Baltimore/Washington International Thurgood Marshall Airport, Ronald Reagan Washington National Airport and Washington Dulles International Airport. In 2018, these airports had approximately 13.4 million, 11.4 million and 11.6 million enplanements, respectively. The Federal Aviation Administration defines passenger enplanements as domestic, territorial and international passengers who board an aircraft in scheduled and non-scheduled service. The drive time to/from St. Mary’s County to these major airports is approximately one to two hours.

In addition, the St. Mary’s County Regional Airport is a public airport located four miles northeast of Leonardtown.

## HOTEL SUPPLY

The diversity, supply and availability of hotel rooms proximate to sports facilities can play a role in attracting tournaments/competitions and other events that draw overnight attendees. Research suggests that participants/spectators tend to travel further and stay longer when their choice of hotel property is readily available.

As shown in the table the follows, there are approximately 1,130 hotel rooms in the County. These properties include chain-affiliated hotels, all-suite and independent properties. The existing hotel supply is primarily comprised of limited service properties; there are currently no full-service hotels in the County. The number and diversity of hotel rooms and accommodations could be a limiting factor in attracting certain sporting events.

Hotel Supply in St. Mary’s County	
Property	Number of Rooms
La Quinta Inns & Suites Lexington Park Patuxent	112
Hampton Inn Lexington Park	111
Holiday Inn Express & Suites Lexington Park California	100
Home2 Suites by Hilton Lexington Park Patuxent River Naval Air Station	100
Extended Stay America	98
Country Inn & Suites Lexington Park Patuxent River Naval Air Station	88
TownPlace Suites Lexington Park Patuxent River Naval Air Station	87
Red Roof Inn	80
Fairfield Inn Lexington Park Patuxent River Naval Air Station	78
Super 8	62
Americas Best Value Inn & Suites	56
Comfort Inn & Suites Lexington Park	55
Executive Inn	41
Charlotte Hall Motel	32
Ascend Collection Island Inn & Suites	28
<b>Total</b>	<b>1,128</b>

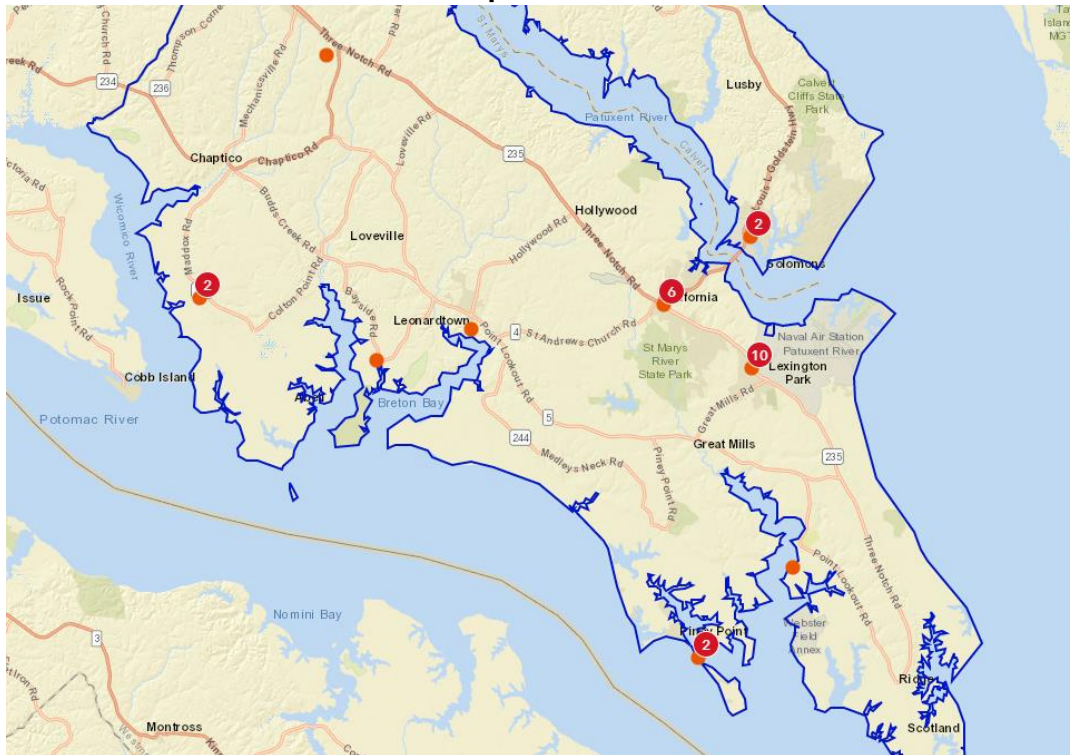
Note: Sorted in descending order by number of rooms.

Source: Visit St. Mary’s.

In addition to the following profiled hotels, there are several other hotels/motels in the County that offer limited rooms or are dedicated to the Patuxent River Naval Air Station including Pier 450 and Navy Gateway Inn & Suites. Pier 450 is a village of eight fully furnished rental cottages along the shores of Chesapeake Bay. Navy Gateway Inn & Suites offers 35 standard rooms and 68 suites for active duty, reservists, federal employees on orders and retirees. In addition, a feasibility study was recently conducted related to the potential development of a full-service, 125+ room resort-style property in Leonardtown.

As shown below, hotels are primarily clustered near Lexington Park and California, which should be a consideration when determining the potential site location of any new sports facility built in the County whose primary focus is on sports tourism.

**Map of Hotels**



Notes: Number in the circles reflect the number of hotels in that area.  
Number of hotels shown on map differs from previous table due to the inclusion of those that offer limited rooms and/or serve military personnel.

Source: Esri.

In 2019, the average daily rate (ADR) was \$102 and the occupancy rate was 67.1% for hotel properties in the County. While weekday (Sunday – Thursday) and weekend (Friday – Saturday) ADR remained relatively consistent in 2019, the occupancy rate on weekdays (69.7%) was significantly higher compared to that on weekends (60.5%). The lower occupancy rate on weekends is advantageous in terms of accommodating visitors traveling for weekend sporting events.

## AREA AMENITIES

As with hotels, the supply of retail outlets, dining options and entertainment/attractions are also important factors that organizers of sports tournaments/competitions consider when deciding where to host an event as families are commonly looking for a destination that can simultaneously serve as a vacation. Many attendees seek proximate attractions during breaks from event-related functions and the variety of attractions can be a consideration for attendees when deciding whether to bring additional family/friends and how long to stay. As a result, many sports facilities are being developed near these destination attributes, or as part of a larger development incorporating restaurants, hotels, etc.

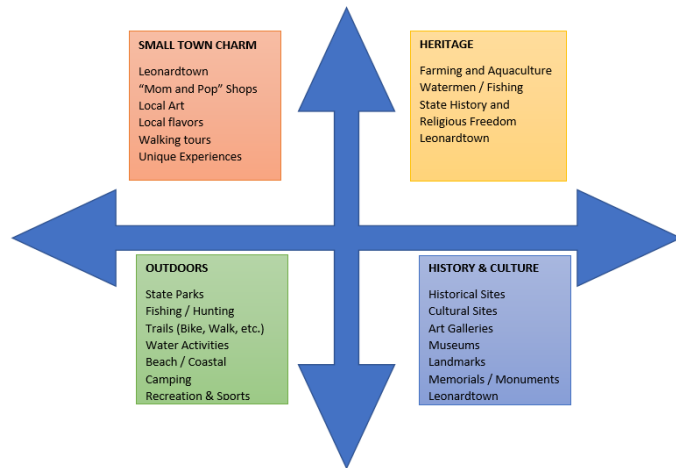
The County currently offers a variety of outdoor recreation and historic sites. State parks include Greenwell State Park; St. Mary's River State Park; Newtowne Neck State Park; Point Lookout State Park; and St. Clement's Island State Park. In addition, the County is situated on a peninsula with over 500 miles of shoreline on the Patuxent and Potomac Rivers and the Chesapeake Bay, which allows for various waterfront/beach related activities.

The Historic St. Mary's City (HSMC) museum showcases decades of research which is the foundation of the living history exhibits. This HSMC is one of the nation's premier archaeological and outdoor living history museums. Also, the Patuxent River Naval Air Museum & Visitor Center is the only naval museum dedicated to aviation research and development, making St. Mary's County a world-class center for testing and evaluating aviation and unmanned and autonomous systems (UAS).

Leonardtown is centrally located and serves as a convenient hub for the County. Leonardtown is home to historic sites such as Tudor Hall, the Old Jail Museum and Leonardtown Wharf. The town is also known for a variety of shops and galleries as well as a variety of dining options ranging from pub grub to fine cuisine.

While the County offers multiple entertainment options related to the outdoors and history, the supply of the movie theaters, dining and retail is primarily situated near California and Lexington Park.

According to its FY 2020 Marketing, Sales and Media Strategy, Visit St. Mary's focuses on the four distinct pillars shown in the adjacent graphic which showcase the County's strengths from a tourism standpoint.

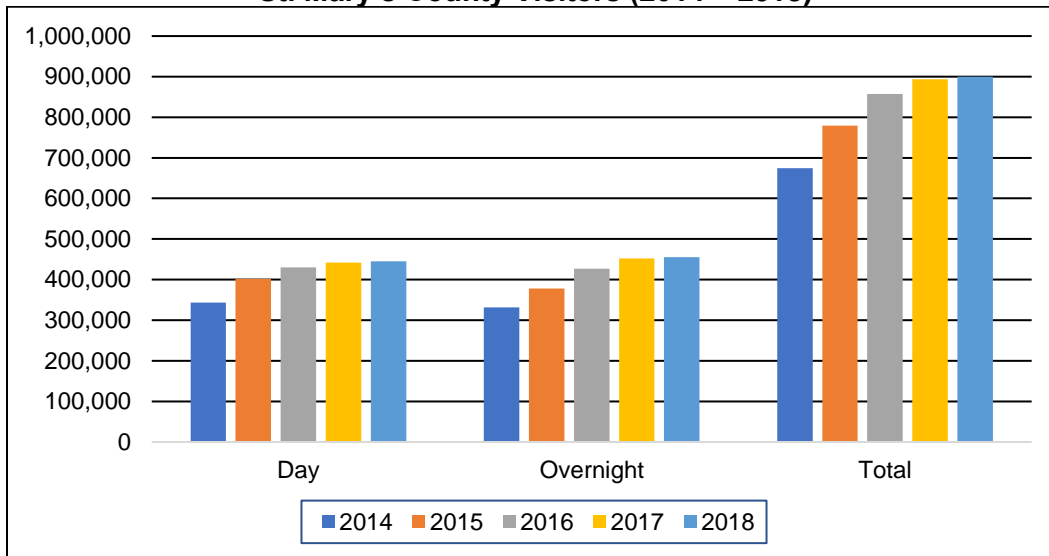


Source: Visit St. Mary's.

## TOURISM STATISTICS

One goal of the proposed new sports complex is to attract tournaments/competitions that increase visitation to the County. Visitors spending money on items such as lodging, retail, eating/drinking and entertainment/recreation supplements local resident spending at area business and increases tax revenues to both local and State governments. As shown in the following chart, total visitation to St. Mary's County increased each year during the profiled period. On average, day and overnight visitors have each accounted for 50% of total visitation to the County.

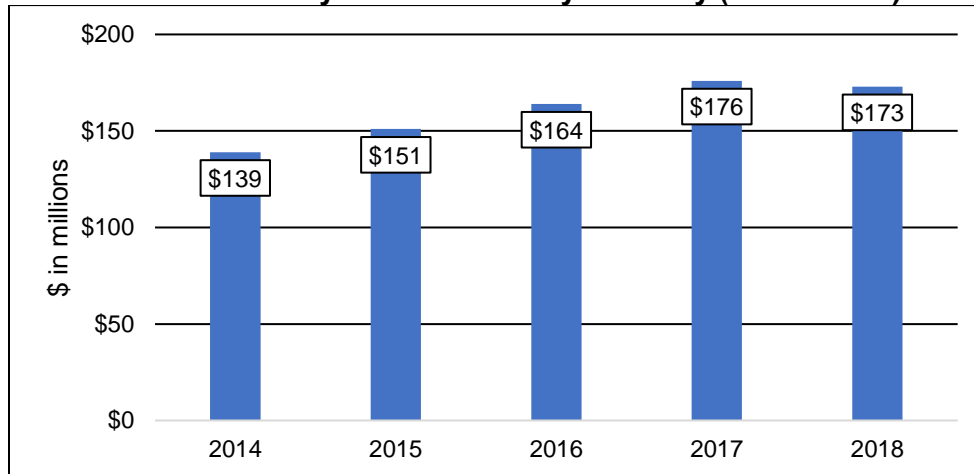
**St. Mary's County Visitors (2014 – 2018)**



Source: Tourism Economics.

Tourism industry sales increased each year from 2014 to 2017 before decreasing by 2% to \$173 million in 2018.

**Tourism Industry Sales in St. Mary's County (2014 – 2018)**



Source: Tourism Economics.



Visit St. Mary’s realizes that despite tourism gains within the County, there are opportunities to increase the overall travel market to the County. As part of its marketing, sales and media strategy, Visit St. Mary’s identified the following 10 locations as potential target markets to generate additional overnight visitation and spending in the County.

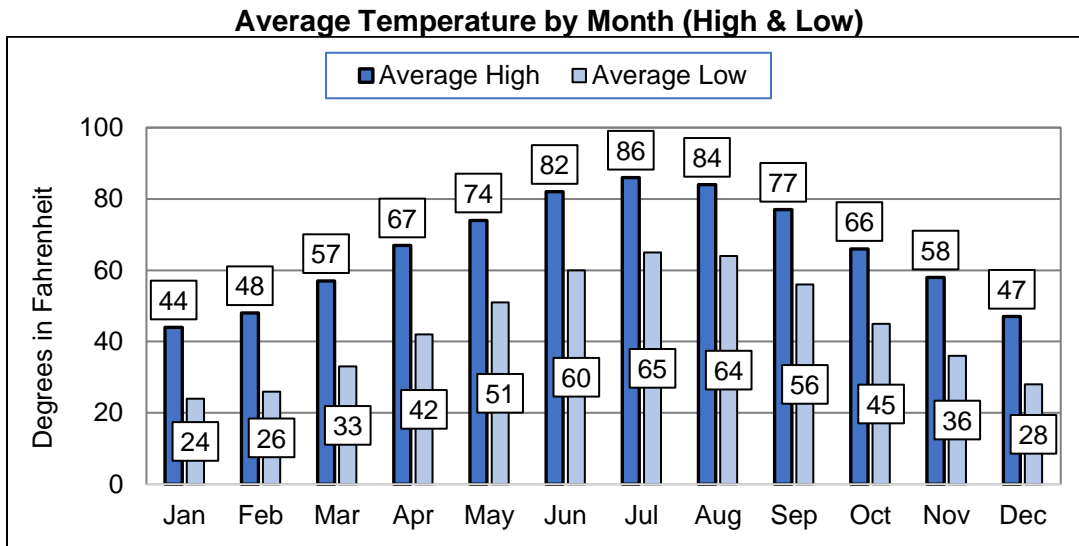
Rank	Location	Information
1	Washington, DC	As the closest drive-market to St. Mary’s County, DC represents the largest portion of our day and overnight visitation.
2	Baltimore, MD	Maryland’s largest metropolitan area, and part of the Capital Region, is only 81 miles from Leonardtown, and sees significant in-state overnight visitation from its residents.
3	Richmond, VA	At 95 miles away, Richmond is the 3 <sup>rd</sup> closest metropolitan area. With a regional population of 1,263,617, there is significant potential for growth in overnight stays.
4	Northern Virginia	This region of the United States, just over 60 miles away from Leonardtown, boasts 5 of the 10 richest counties in the United States with a diverse population eager to travel.
5	Philadelphia, PA	Philadelphia is the first of St. Mary’s “emerging” markets. Greater Philadelphia is the 6 <sup>th</sup> largest metropolitan area in the United States, and under 200 miles from Leonardtown.
6	Pittsburgh, PA	While Pittsburgh is roughly 100 miles further away from Leonardtown than Philadelphia, it boasts a below-average median age that could be captured with more adventurous and water-based activities that simply aren’t available in the immediate vicinity of the greater metropolitan area.
7	Delaware	While the state has a population under 1 million, its close proximity to Maryland and burgeoning cities such as Dover and Wilmington represent a growing overnight visitation market.
8	Southern PA	Southern Pennsylvania is unique in that it represents a significant amount of outdoors, hunting, fishing, and other related travel market. This is an important aspect of the St. Mary’s County tourism market, and a significant potential to drive overnight outdoor visitors.
9	New York, NY	The first of our “starter” markets, New York, with its high-population density, relatively young demographics, and significant spending cash represents great potential and has the ability to capture overnight and day-trips for those visiting Washington DC.
10	Atlanta, GA	As one of the largest metropolitan areas in the country, and the largest in the southeast, Atlanta could be a key player in driving overnight visitation. Situated around 600 miles from Leonardtown, marketing strategies would play on long-haul travel and those who are coming to the Capital Region. As it is also home to the world’s busiest airport by volume (over 100 million passengers), there is potential to market and reach more visitors than ever before.

Source: Visit St. Mary’s FY 2020 Marketing, Sales and Media Strategy.

## CLIMATE CHARACTERISTICS

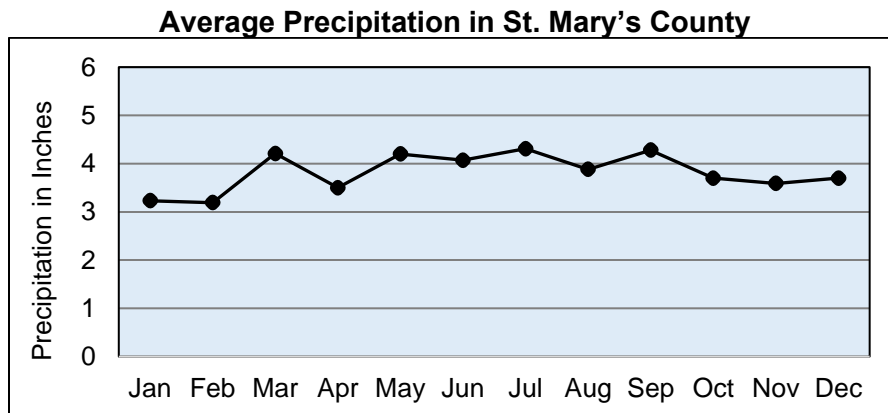
When deciding where to host their event(s), sports organizers representing outdoor sports activity also consider an area’s climate as it can impact playing surface as well as overall comfortability.

The following chart illustrates the average high and low temperature by month in St. Mary’s County. As shown, St. Mary’s County has nine months where the average high temperature is above 50 degrees. On average, the warmest months in St. Mary’s County are June, July and August while the coldest months are January, February and December. Typically, outdoor sports utilize fields during the warmer months, as colder temperatures are commonly found to be unappealing to attendees.



Source: Visit St. Mary’s.

Months with high precipitation could negatively impact outdoor sporting events, particularly on natural grass fields, which are more susceptible to weather conditions than turf fields. On average, precipitation in St. Mary’s County is above three inches each month, with the highest precipitation in the months of July, September and March, respectively.



Source: Visit St. Mary’s.

### 3. SUPPLY OF AREA SPORTS FACILITIES





## OVERVIEW

As stated earlier, one objective of the proposed new sports complex is to host a diverse set of events that augments existing community recreational facilities and appeals to out-of-town visitors. The degree that existing facilities meet the needs of target markets is important to consider when assessing demand for a new sports complex in St. Mary’s County. Facility size, program elements, configuration, quality/condition, age, market focus and date availability are factors that impact how competitive area facilities may be to the proposed new sports complex.

While this section provides an overview of select local and regional sports facilities, it is not meant to be an all-inclusive inventory of facilities. Although not profiled due to their primary mission, which is to serve their students and the local community, there are several scholastic facilities in the area that offer outdoor and/or indoor space for sports activity. For instance, St. Mary’s Ryken High School is located on an 87-acre campus that features the 48,000 SF Donnie Williams Center and a 1,000-seat outdoor sports stadium that features a turf field and a six-lane track. The Donnie Williams Center includes a basketball/volleyball court, training facilities, multi-purpose rooms, locker rooms, concessions and a stage. These facilities are primarily focused on hosting the school’s athletic programs as well as various community events.

## SUPPLY OF LOCAL SPORTS FACILITIES

### Outdoor Facilities

The following provides an overview of outdoor sports facilities in the local area, defined as St. Mary’s, Calvert, Charles and Prince George’s counties for purposes of this analysis.

St. Mary’s County is a member of TEAM Maryland, a Statewide initiative designed to collectively market Maryland to the entire sports industry. The initiative consists of 15 other member counties/cities including Charles and Prince George’s counties and may provide regional synergies for any new sports facilities within the County in terms of accommodating large-scale sports activity.

### St. Mary’s County

As shown in the table below, multiple outdoor sports facilities in the County can accommodate sports activity. In aggregate, the profiled County facilities offer 35 diamonds (seven lighted) and 41 rectangular fields (nine lighted).

Outdoor Sports Facilities in St. Mary’s County					
Complex	Location	Diamonds		Rectangular Fields	
		# of Fields	Lighted	# of Fields	Lighted
Chaptico Park	Mechanicsville			9	0
Fifth District Park	Mechanicsville	3	1	7	3
Hollywood Soccer Complex	Hollywood			6	0
John G. Lancaster Park	Lexington Park	2	0	6	2
Chancellor’s Run Park	Great Mills	4	4	4	3
Judge P.H. Dorsey Memorial Park	Leonardtown	3	1	3	1
George B. Cecil Park	Valley Lee	4	0	2	0
St. Mary’s College of Maryland	St. Mary’s City	1	0	2	0
Miedzinski Park	Leonardtown	1	0	1	0
Seventh District Park	Bushwood	3	0	1	0
Nicolet Park	Lexington Park	1	0		
Cardinal Gibbons Park	Ridge	3	0		
John Baggett Park at Laurel Grove	Mechanicsville	4	1		
St. Clement’s Shores Park	Leonardtown	3	0		
Jarboesville Park	Lexington Park	1	0		
Laurel Ridge Park	Mechanicsville	1	0		
St. Andrew’s Estates Park	California	1	0		
<b>Total</b>		<b>35</b>	<b>7</b>	<b>41</b>	<b>9</b>

Note: Sorted by number of rectangular fields.

Sources: St. Mary’s County; Maryland Sports; Individual Facilities; Secondary Research.

Chancellor’s Run Park, George B. Cecil Park and John Baggett Park at Laurel Grove all offer four diamonds at one location. All four diamonds at Chancellor’s Run Park are lighted. In addition, five of the profiled outdoor facilities offer a minimum of four rectangular fields. Chaptico Park has the largest supply of rectangular fields (9), but none are lighted. Fifth District Park has seven rectangular fields, three of which are lighted. Both these facilities are in Mechanicsville. In addition, three of the four rectangular fields at Chancellor’s Run Park are lighted.

St. Mary’s College of Maryland opened Jamie L. Roberts Stadium in 2019 which features two rectangular fields, one of which is turf. The college also offers the only track and field facility in the County. The track is currently undergoing renovations to become compliant with NCAA regulations.

Chancellor’s Run Park, John G. Lancaster Park and Chaptico Park each offer one turf field. The County has plans for each of the three parks to offer a total of two turf fields by the end of 2021. These new turf fields will be developed by transitioning existing grass fields and will not add to the existing supply.

### Surrounding Counties

The table below shows the number of diamonds and rectangular fields in Calvert, Charles and Prince George’s counties.

Outdoor Sports Complexes in Surrounding Counties					
Calvert County					
Complex	Location	Diamonds		Rectangular Fields	
		# of Fields	Lighted	# of Fields	Lighted
Hallowing Point Park	Prince Frederick	6	N/A	9	N/A
Solomons Town Center Park	Dowell			4	N/A
Cove Point Park	Lusby	6	N/A	2	N/A
Dunkirk District Park	Dunkirk	5	4	2	1
Twin Shields Park/Recreation Area	Dunkirk			2	0
BGE Field	Lusby	1	0	1	1
Marley Run Park/Recreation Area	Huntington	3	0	1	0
St. Leonard Park/Recreation Area	St. Leonard	1	0	1	0
<b>Total</b>		<b>22</b>	<b>4</b>	<b>22</b>	<b>2</b>
Charles County					
Complex	Location	Diamonds		Rectangular Fields	
		# of Fields	Lighted	# of Fields	Lighted
Bryantown Sports Complex*	Waldorf			15	0
Laurel Springs Regional Park*	La Plata	11	11	6	3
Turkey Hill Park*	La Plata			5	0
Bensville Park	White Plains	4	0	5	0
Pomonkey Soccer Complex*	Indian Head			5	0
Charlie Wright Park	Pomonkey	3	0	3	0
Pigsah Park*	La Plata	4	3	3	3
White Plains Regional Park*	White Plains	3	3	2	2
Southern Maryland Youth Organization Sports Complex	Pomfret	4	3	2	0
Ruth B. Swann Memorial Park	Pomonkey	1	1	1	1
Regency Furniture Stadium	Waldorf	1	1	1	1
Southern Park	Newburg	2	0	1	0
Robert D. Stethem Memorial Sports Complex*	Waldorf	10	5		
Oak Ridge Park*	Hughesville	8	2		
<b>Total</b>		<b>51</b>	<b>29</b>	<b>49</b>	<b>10</b>
Prince George’s County					
Complex	Location	Diamonds		Rectangular Fields	
		# of Fields	Lighted	# of Fields	Lighted
Mitchellville Soccer Fields*	Bowie			7	0
Clinton Sports Park	Clinton	7	0	5	1
Allen Pond Park*	Bowie	3	3	4	4
Walker Mill Regional Park	Capital Heights	2	2	3	3
Fairland Regional Park*	Laurel	4	4	1	1
Marvin F. Wilson Stadium	Landover			1	1
Prince George’s Stadium	Bowie	1	1		
<b>Total</b>		<b>17</b>	<b>10</b>	<b>21</b>	<b>10</b>

Notes: Sorted by number of rectangular fields.  
Supply of rectangular fields does not include short fields that can be fit onto an existing diamond outfield.  
N/A denotes information not available.  
\* deemed tournament ready venues by Maryland Sports.  
Sources: Maryland Sports; County Parks & Recreation Departments; Individual Facilities; Secondary Research.

In aggregate, facilities in Calvert County offer 22 diamond fields (four lighted) and 22 rectangular fields (two lighted). Hallowing Point Park has nine rectangular fields, which is the most in one location in Calvert County. Both Hallowing Point Park and Cove Point Park have six diamonds. Four of the five diamonds at Dunkirk District Park are lighted. Most of the profiled facilities in Calvert County focus on recreational play rather than tournaments.

Facilities in Charles County offer a total of 51 diamond fields (29 lighted) and 49 rectangular fields (10 lighted). Five of the 14 profiled facilities offer at least four rectangular fields and six have at least four diamonds. Most of the profiled facilities focus on recreational play and do not have the required elements to host large tournaments. Laurel Springs Regional Park offers 11 lighted diamond fields and six rectangular fields (three lighted). Although the Bryantown Sports Complex offers 15 rectangular fields, none are lighted. Several facilities in Charles County currently host tournament activity. Although not profiled due to market focus, the College of Southern Maryland (La Plata campus) features two diamond fields and one rectangular field.

Facilities in Prince George’s County offer a total of 17 diamonds (10 lighted) and 21 rectangular fields (10 lighted). Allen Pond Park has three diamonds and four rectangular fields, all of which are lighted. While Clinton Sports Park has the most diamonds (seven) and Mitchellville Soccer Fields offers seven rectangular fields, none of these facilities are lighted. Although not profiled, there are additional outdoor fields at educational institutions such as the University of Maryland, Bowie State University and Prince George’s Community College.

### Local Indoor Sports Facilities

The following provides an overview of indoor sports facilities in the local area.

#### St. Mary’s County

The following table profiles existing indoor facilities in the County that host sports activity. As shown, there is relatively limited indoor sports space in the County. Further, none of these facilities are well-positioned to host tournaments/competitions that require multiple courts/playing surfaces.

Indoor Facilities in St. Mary's County				
Facility	Location	Square Feet	Maximum Capacity	Primary Uses
Michael P. O'Brien Athletics & Recreation Center Arena	St. Mary's City	110,000	1,200	St. Mary's College of Maryland's men's and women's basketball and volleyball, recreation, club sports, classes and intramural programs
Willows Recreation Center	Lexington Park	26,000	900	Youth and adult leagues, sports training, camps/clinics, fitness classes, special events
Leonard Hall Recreation Center	Leonardtown	12,740	400	Indoor soccer, roller hockey, indoor lacrosse, pickleball, summer camps
St. Mary's Gymnastics Center	Lexington Park	12,500	N/A	Gymnastics
Carver Recreation Center	Lexington Park	5,632	250	Cheerleading practices, basketball practices, summer camps
Margaret Brent Recreation Center	Helen	3,015	200	Indoor soccer, adult volleyball leagues, basketball, summer camps
Drill Hall	Patuxent River	N/A	N/A	Athletic use for military personnel and their family members

Notes: Sorted in descending order by square feet.

Michael P. O'Brien Athletics & Recreation Center Arena's square footage includes the arena, two recreational courts, an Olympic swimming pool and a fitness center.

Sources: Individual Facilities; Secondary Research.

For informational purposes, the College of Southern Maryland Leonardtown Campus features the Wellness and Aquatics Center which offers two pools. There is an additional pool at the La Plata Campus. These facilities have annually hosted numerous large swimming events. In addition, the County recently created a YMCA Exploratory Committee to explore the feasibility of bringing a YMCA to the County. At the time of this study, no final decisions have been made related to partnering with YMCA.

The following pages provide a brief description of the profiled facilities list above.



Source: Facility website.

*Michael P. O'Brien Athletics & Recreation Center Arena* is on the campus of St. Mary's College of Maryland. This facility offers an arena which is home to the college's men's and women's basketball teams as well as Seahawk volleyball, a rock-climbing wall, aquatics center, fitness center and recreational courts. The recreational court area includes two courts which are available for organized groups for recreation and club sports.



Source: Facility website.

*Willows Recreation Center (WRC)* opened in 2019. Located in Lexington Park, the WRC offers a total of 26,000 SF of indoor space and features a sports arena, batting cages, fitness gym, multipurpose rooms and locker rooms. The arena floor is interchangeable between hard court and turf. Sports activity at the facility includes various sports including soccer, volleyball, basketball, dodgeball, flag football, pickleball, futsal, roller hockey, field hockey and lacrosse. WRC offers food and beverage options at the Sidelines Bar & Grill.



Source: Visit St. Mary's.

*Leonard Hall Recreation Center* is an indoor athletic facility that hosts youth indoor soccer, roller hockey, basketball leagues and other sports activity. The 12,740 SF facility hosts 80 youth indoor soccer teams in the winter and nine youth indoor lacrosse teams. In addition, the facility hosts pickleball and instructional clinics held in both field hockey and youth roller hockey. In the summer, five different summer sports camps are held weekly. The facility is also open for year-round rental.



Source: Google maps.



Source: Visit St. Mary's.



Source: St. Mary's County.



Source: Facility website.

*St. Mary's Gymnastics Center* has 12,500 SF of space. The facility primarily hosts recreational gymnastics classes, a United States of America Gymnastics competitive team program and private parties.

*Margaret Brent Recreation Center* features 3,015 SF with a maximum capacity of 200 people. The facility hosts basketball and volleyball league games and practices as well as private parties and concert rentals. The facility also hosts youth indoor soccer and eight weeks of summer camp annually.

*Carver Recreation Center* features 5,632 SF with a bleacher capacity of 250 people. The facility hosts cheer practices three nights a week between September and May and basketball practices five nights a week from December to March. The Carver Recreation Center also hosts eight weeks of summer camp annually.

*Drill Hall* is part of the Naval Air Station Patuxent River and offers four basketball courts, one of which is an NCAA regulation court, as well as a full-sized regulation volleyball court and two full-sized regulation racquetball courts. The facility is reserved for the recreational needs of military personnel and contract employees as well as their family members.



## Surrounding Counties

The following table summarizes indoor sports facilities in Calvert, Charles and Prince George's counties. While there are additional local facilities including recreation centers and sports training facilities, they are not profiled due to their primary market focus.

Indoor Sports Facilities in Surrounding Counties						
Facility	Location	County	Total Square Feet	Number of Courts	Number of Indoor Ice Sheets	Track
CSA Fieldhouse	Prince Frederick	Calvert	20,000+	3	0	No
Capital Clubhouse	Waldorf	Charles	90,000	2	1	No
Prince George's Sports and Learning Complex	Landover	Prince George's	185,000	N/A	0	Yes
Bowie Ice Arena	Bowie	Prince George's	N/A	0	1	No
The Gardens Ice House	Laurel	Prince George's	150,000	0	3	No
Tucker Road Ice Rink	Fort Washington	Prince George's	48,860	0	1	No
Herbert Wells Ice Rink	College Park	Prince George's	N/A	0	1	No

Notes: N/A denotes data not available.

One of the four ice sheets at the Gardens Ice House is seasonal.

Tucker Road Ice Rink was damaged by fire in 2017. The facility is being rebuilt with 31,110 SF of expansion space for a second sheet of ice in the future.

Sources: Individual Facilities; Secondary Research.

As shown, there is a relatively limited supply of indoor sports facilities in the profiled counties. There are several ice rinks/arenas in the local area including Capital Clubhouse, Bowie Ice Arena, The Gardens Ice House, Tucker Road Ice Rink and Herbert Wells Ice Rink; most of which only offer one sheet of ice.

The following provides a brief overview these indoor facilities.

*CSA Fieldhouse* offers three courts with a sports court surface that are suitable for futsal, volleyball, basketball, lacrosse and field hockey. In addition to courts, the facility offers batting cages, a speed and agility area, a training/meeting room and a picnic area. The facility primarily hosts clinics, classes, leagues and private parties/events.

*Capital Clubhouse* offers 90,000 SF that includes an NHL-size ice rink, two multi-sport courts, a rock climbing wall, eight locker rooms and four party rooms. The facility primarily hosts camps, leagues, skating lessons, freestyle sessions, drop-in games and practices. The facility also hosts St. Mary's Ryken High School, Southern Maryland Sabres and Charles County Cougars practices. Based on input from several users, the facility is heavily utilized year-round and certain programs are unable to grow given the limited availability of ice time.

*Prince George's Sports and Learning Complex* features the Aquatic Center, Field House, Fitness Center, Gymnastics Center, Learning Center and Marvin F. Wilson Stadium. The Aquatic Center features a 50-meter, Olympic-size pool and diving area. The Field House offers a 200-meter, six-lane, oval indoor track as well as pole vault runways, high jump pits and shot put areas. The 75,000 SF Field House has a capacity of 3,500 people. While the design primarily lends itself to track and field events, it can accommodate other sporting events as well as exhibits and tradeshows. In addition, Marvin F. Wilson Stadium offers an outdoor 400-meter, eight-lane track.

*Bowie Ice Arena* is a year-round skating facility. The arena offers one sheet of ice and is home to the Bowie Figure Skating Club, Bowie Hockey Club, Bowie High School Ice Dogs and the Bowie ISI Figure Skating Team. In addition, the facility hosts skating lessons, camps, public skate sessions and parties.

The City of Bowie had plans to develop a new 77,400 SF ice arena with two ice sheets, eight locker rooms, a pro shop and other amenities which was anticipated to replace the aging Bowie Ice Arena. In May 2020, the City voted to stop construction and cancelled the contract to build the new arena. According to secondary sources, factors influencing the decision to stop development included financial difficulties related to the COVID-19 pandemic as well as a push for a facility that could accommodate multiple sports. Current plans include construction of an indoor court facility and renovation of the existing Bowie Ice Arena. Detailed plans for the indoor court facility have not yet been released at the time of this report.

*The Gardens Ice House* features three sheets of ice including an Olympic-sized rink. Two of the rinks are NHL-regulation sized. The facility also offers additional outdoor ice space. The facility is open year-round and is home to the Maryland Scholastic High School Championship, Gardens Figure Skating Club and multiple youth hockey programs. The National Capital Curling Center is located within the Gardens Ice House and is operated September through April by the Potomac Curling Club. The facility offers four sheets dedicated to curling and host camps, clinics, lessons, tournaments and other sports-related event activity.

*Tucker Road Ice Rink* was damaged by a fire in 2017. Construction to rebuild the facility started in 2019. Plans for the replacement facility include a 48,860 SF facility with an NHL-sized ice rink with bleacher seating for up to 350 people. The facility will primarily be intended for general community use. The design also includes a variety of other spaces such as a classroom/party room, snack bar, dance studio, six locker rooms and two officials' changing rooms. Further, the new rink is designed with expansion capability of 31,110 SF to include a second 26,220 SF sheet of ice, four locker rooms, a fitness room and support areas. The timeline for construction completion is slated for Winter 2020.

*Herbert Wells Ice Rink* features one sheet of ice, four locker rooms and a seating capacity of approximately 300 people. The rink offers public skating sessions regularly throughout the week.

## SUPPLY OF REGIONAL SPORTS FACILITIES

This section profiles existing and planned sports facilities in the region, defined as a 150-mile radius from St. Mary’s County. Many of these facilities could potentially compete with the proposed new sports complex for tournaments/competitions and other sports-related activities such as camps and clinics. As with local sports facilities, this list is not meant to be an all-inclusive inventory of regional facilities.

### Regional Outdoor Sports Facilities

Profiled facilities feature a minimum of six fields of the same type (diamond or rectangular) and host similar tournament activity to that anticipated at the proposed multi-field outdoor complex.

Attributes of Select Regional Outdoor Sports Complexes								
Facility	Location	Operator	Diamonds		Rectangular			Stadium Seating
			Total Fields	Lighted	Total Fields	Turf Fields	Lighted	
Maryland SoccerPlex	Boyd's, MD	Private			24	3	6	3,200
Hampton Roads Soccer Complex	Virginia Beach, VA	Non-Profit			21	2	2	n/a
Kirkwood Soccer Complex	New Castle, DE	Private			14	1	0	n/a
Warhill Sports Complex	Williamsburg, VA	County	8	4	14	6	6	n/a
Cedar Lane Regional Park	Bel Air, MD	Private	1	0	13	1	0	900
Carsins Run	Aberdeen, MD	Private			12	0	0	n/a
DE Turf Sports Complex	Frederica, DE	Non-Profit			12	12	5	700
River City Sportsplex	Midlothian, VA	County			12	12	12	n/a
Calvert Regional Park	North East, MD	County			12	1	1	n/a
Striker Park	Glen Allen, VA	Private			11	1	2	n/a
Fruitland Falcons Sports Complex	Fruitland, MD	Private			11	0	1	n/a
West Creek Complex	Richmond, VA	Private			10	0	0	n/a
Baron Cameron Park	Reston, VA	County	1	1	9	0	0	n/a
The Harford Polo Grounds	Jarrettsville, MD	Private			9	0	0	n/a
Bob Lucido Fields at Covenant Park	Ellicott, MD	Private			9	5	4	n/a
Philip A. Bolen Memorial Park	Leesburg, VA	County	9	9	8	0	8	n/a
Publix Virginia Soccer Training Center	Fredericksburg, VA	Non-Profit			8	2	2	n/a
Princess Anne Athletic Complex	Virginia Beach, VA	City	8	8	8	4	8	n/a
Embrey Mill Park	Stafford, VA	County			8	6	8	n/a
Horner Park	Moseley, VA	County	4	4	7	0	2	n/a
Mid Atlantic Youth Sportsplex	Pittsville, MD	Private			7	0	0	n/a
Crown Sports Center	Eden, MD	Private			6	0	0	n/a
Garcelon Athletic Complex at Kinder Farm Park	Millersville, MD	County	4	3	6	N/A	4	n/a
John Walter Smith Park	Snow Hill, MD	County	7	0	5	0	4	n/a
Lake Shore Athletic Complex	Pasadena, MD	County	12	2	4	0	3	n/a
Newtown Park	Pocomoke, MD	County	6	3	3	0	2	n/a
Braddock Park	Clifton, VA	County	6	6	1	1	1	n/a
Sports at the Beach	Georgetown, DE	Private	16	3				n/a
Legacy Park	Ruther Glen, VA	Private	8	8				n/a
Henry S. Parker Athletic Complex	Salisbury, MD	County	8	6				n/a
The Ripken Experience	Aberdeen, MD	Private	9	2				6,300

Notes: Complexes sorted by total number of rectangular fields.  
 Complexes with less than six fields of the same type are not profiled.  
 Publix Virginia Soccer Training Center is currently constructing a championship stadium.  
 Fairfax County Park Authority recently started a public planning process to determine how several parks, including Braddock Park, can be improved.  
 NA denotes information not available.

Sources: Maryland Sports; MAASA; Individual Facilities; Secondary Research.

Nearly half of the profiled facilities are privately operated. Sports at the Beach, which offers 16 diamonds, hosted more than 40 youth baseball tournaments during the 2019 season. Many profiled sports complexes do not offer diamonds.

The largest supply of rectangular fields at a profiled facility is 24, which is offered at Maryland SoccerPlex. Maryland SoccerPlex features Championship Stadium, which is home to the Washington Spirit of the National Women’s Soccer League (NWSL) and has previously hosted events such as a U.S. Olympic qualifier, Major League Soccer (MLS) Open Cup matches and the U.S. Youth Soccer National Championship. DE Turf Sports Complex and River City Sportsplex each offer 12 turf fields, which is the most out of all the profiled facilities. In addition, all the fields at River City Sportsplex are lighted.



The Mid-Atlantic Youth Sportsplex (MAYS) currently offers seven rectangular, tournament-quality fields. Based on information obtained from MAYS management, it is our understanding that the facility is considering expansion that would result in a 25-field complex, which may include a mix of both diamonds and rectangular fields.

In addition to the profiled facilities, there are several other sports complexes in the region that feature a significant supply of fields in one location. However, these facilities are not primarily focused on hosting tournament activity similar to that anticipated to be hosted at the proposed multi-field outdoor complex. For instance, there are several colleges/universities in the region that offer outdoor sports fields/complexes, but their primary market focus is to host their athletic programs and student activities. Although deemed not directly competitive, it is likely that these facilities would be competitive for certain events such as NCAA tournaments/competitions.

#### Regional Planned New/Expansion Projects

There are several planned new facilities and expansion projects in the region that may present competition to the proposed multi-field outdoor field complex in St. Mary's County. The following provides a brief overview of select planned outdoor sports facilities with a minimum of six fields of the same type as well as select existing facilities with expansion plans.

- The new Sussex Sports Center, also referred to as Sandhill Fields, opened in September 2020. The all-grass facility is in the heart of Sussex County in Delaware on 56 acres of farmland, just outside of Georgetown, and is owned by the Sussex Sports Center Foundation. The public complex features eight regulation sized soccer/lacrosse fields and six pickleball courts as well as a cross country course, walking trail, playground, pavilions and 350 parking spaces. Funding for the complex is through a public-private partnership, with Sussex County loaning \$1.5 million towards the \$4.4 million project with the option to eventually assume ownership. The complex is free to the public and plans to host several local youth and adult athletic clubs, such as Henlopen Soccer and Saltwater Lacrosse, as well as tournaments, receptions and summer sports camps. It is also envisioned that the facility will complement other existing facilities such as the DE Turf Sports Complex.
- A large development named Southfields of Elkton is currently under consideration in Elkton, Maryland. The development plans include an industrial park, 1,000 residential homes, an apartment complex, commercial retail and a 50-acre sports complex. The sports complex may include both an outdoor and indoor component. Sample plans for the outdoor component indicate the complex could include eight rectangular fields and one diamond field. Certain rectangular fields may be configurable to also host baseball/softball activity.
- The Town of Ocean City, Maryland is currently considering the development of an outdoor sports complex. Although yet to be determined, the complex may include eight or more rectangular fields that can accommodate tournaments in multiple sports including soccer, lacrosse, rugby and football, among others.
- Glover Park in Glen Allen, Virginia recently opened with four lighted turf fields and eight sand volleyball courts. Future construction plans call for additional fields, a running trail, playground and other features. The park will be used for local schools, recreation leagues and tournament play.

## Regional Indoor Sports Facilities

As shown below, there are multiple facilities in the region (defined as a 150-mile radius) that offer indoor courts, turf fields/areas, and/or ice sheets. For purposes of this analysis, profiled ice-focused facilities offer a minimum of two sheets of ice, which is generally the minimum required to host tournament activity.

Attributes of Select Regional Indoor Sports Facilities									
Facility Type	Location	Owner	Operator	Total SF	Number of Courts		Number of Indoor Turf Fields/Areas	Number of Ice Sheets	Track
					Basketball	Volleyball			
<b>Court/Turf-Focused Facilities</b>									
Spooky Nook Sports	Manheim, PA	Private	Private	700,000	10	10	6	0	Yes
Adventist HealthCare Fieldhouse	Boyd's, MD	Bi-County Agency	Non-Profit	66,000	8	8	2	0	No
Boo William Sportsplex	Hampton, VA	City	Private	135,000	8	12	0	0	Yes
Virginia Beach Fieldhouse	Virginia Beach, VA	Private	Private	175,000	4	8	6	0	No
The St. James	Springfield, VA	Private	Private	450,000	4	9	4	2	No
76ers Fieldhouse	Wilmington, DE	Private	Private	161,000	3	4	1	0	No
Michael & Son Sportsplex at Rockville	Sterling, VA	Private	Private	63,000	3	3	4	0	No
Fairfax Sportsplex	Springfield, VA	Private	Private	N/A	2	2	3	0	No
Crown Sports Center	Eden, MD	Private	Private	82,000	1	2	5	0	No
Reisterstown Sportsplex	Reisterstown, MD	County	County	N/A	0	0	1	1	No
Spooky Nook Lanco	East Petersburg, PA	Private	Private	62,000	0	0	4	0	No
<b>Ice-Focused Facilities</b>									
Premier Orthopaedics IceWorks Skating Complex	Aston, PA	Private	Private	N/A	0	0	0	4	No
Cabin John Ice Rink	Rockville, MD	County	County	N/A	0	0	0	3	No
Hollydell Ice Arena	Sewell, NJ	Private	Private	N/A	0	0	0	3	No
MedStar Capitals Iceplex	Arlington, VA	County	Private	137,000	0	0	0	3	No
Rockville Ice Arena	Rockville, MD	Private	Private	N/A	0	0	0	3	No
Ice World	Abingdon, MD	Private	Private	N/A	0	0	0	2	No
Skate Frederick Ice Sports & More	Frederick, MD	Private	Private	N/A	0	0	0	2	No
Prince William Ice Center	Woodbridge, VA	Private	Private	N/A	0	0	0	2	No
Patriot Ice Center	Newark, DE	Private	Private	N/A	0	0	0	2	No
Haymarket Iceplex	Haymarket, VA	Private	Private	N/A	0	0	0	2	No
Chilled Ponds Ice Sports Complex	Chesapeake, VA	Private	Private	90,000	0	0	1	2	No
SkateQuest	Reston, VA	Private	Private	N/A	0	0	0	2	No
Ion International Training Center	Leesburg, VA	Private	Private	N/A	0	0	0	2	No
Ashburn Ice House	Ashburn, VA	Private	Private	N/A	0	0	0	2	No
Piney Orchard Ice Arena	Odenton, MD	Private	Private	N/A	0	0	0	2	No

Notes: Adventist HealthCare Fieldhouse rolls two turf fields over existing court space in November.

Spooky Nook Sports serves as an extension of Spooky Nook Sports.

The NHL Washington Capitals practice at MedStar Capitals Iceplex.

N/A denotes information not available.

Source: Individual facility websites.

Based on geographic location and building program, Spooky Nook Sports (Spooky Nook), Adventist HealthCare Fieldhouse, Boo Williams Sportsplex, Virginia Beach Field House and Crown Sports Center present the highest level of competition for the proposed indoor fieldhouse in St. Mary's County in terms of non-ice sports activity. Each of these facilities host multiple indoor tournaments annually covering a variety of sports including basketball, volleyball, field hockey, wrestling, lacrosse, baseball/softball, soccer, etc. Spooky Nook, Adventist HealthCare Fieldhouse and Virginia Beach Field House offer both turf fields/areas and courts.

*Spooky Nook* offers the largest number of basketball courts (10) and the second largest number of volleyball courts (10). The facility boasts 700,000 SF of indoor space which includes four sport courts, six turf rectangular fields, a full-sized baseball infield and a 200-meter track, among other areas and amenities. Several of the turf areas can be rolled up to accommodate more courts. Spooky Nook recently acquired LANCO Fieldhouse, a 62,000 SF indoor sports facility consisting of four indoor turf fields, seating for 700 spectators, batting cages and parking for 240 cars, among other amenities. LANCO Fieldhouse operates under the name of Spooky Nook Sports LANCO and serves as an extension of the main facility's programming. The facility is located approximately five miles from the main facility. There are currently plans for the development of a new indoor sports facility named Spooky Nook Sports at Champion Mill which will be in Hamilton, Ohio. An old paper mill will be repurposed to develop the new indoor facility. In addition to the sports facility, there are plans for the broader complex to feature a fitness center, hotel, restaurants, brewery, and meeting/event space, as well as other entertainment venues. The indoor facility is anticipated to open in 2021.

*Adventist HealthCare Fieldhouse* offers 66,000 SF of indoor space and includes eight (8) basketball/volleyball courts. This facility is described in further detail in the next section of this report.

*Boo Williams Sportsplex* is a full-service 135,000 SF, multi-sport indoor facility that features eight basketball courts or 12 volleyball courts, a regulation size indoor track and field setup, seating for 4,000 spectators, a concession area, meeting/banquet space, training rooms, a merchandise area and 15,000 SF of rental space. This facility is described in more detail in the next section of this report.

*Virginia Beach Field House* is a 175,000 SF indoor sports facility that offers four large turf fields, two small carpet turf fields, four basketball courts, eight volleyball courts and eight outdoor sand volleyball courts. This facility is described in more detail in the next section of this report.

*Crown Sports Center* features 10.5 acres of outdoor Bermuda grass fields as well as an 82,000 SF climate-controlled indoor facility that offers five turf fields, a multi-surface court, batting cages and two volleyball courts. In addition, the Crown Sports Center offers the Early Learning Center which houses a 20,000 SF roller-skating arena, a two-story laser tag maze, an arcade, a rock climbing wall and party rooms. Facility ownership has plans to expand the Early Learning Center to double its current capacity.

In terms of facilities that offer ice, most offer two sheets. Five of the facilities have more than two sheets of ice including Premier Orthopaedics IceWorks Skating Complex, Cabin John Rice Rink, Hollydell Ice Arena, MedStar Capitals Iceplex and Rockville Ice Arena.

Premier Orthopaedics Ice Works Skating Complex offers the most ice sheets (four). The facility is home to over 180 hockey teams at various levels including college, juniors, youth elementary/middle school, high school and adult leagues. The facility is also home of the IceWorks Skating Club which has over 400 members. Many major events have been held at the facility including USA Curling Nationals, US Speed Skating Nationals, USA Collegiate Roller Hockey Nationals, US Figure Skating Eastern Sectional Championships, US Figure Skating South Atlantic Regional Championships and Philadelphia Summer Championships and International Competition.

Cabin John Ice Rink, Hollydell Ice Arena, MedStar Capitals Iceplex and Rockville Ice Arena each offer three sheets of ice and host tournaments, public skating sessions, leagues, camps, clinics and classes. MedStar Capitals Iceplex is also home to practices of the NHL Washington Capitals.

The St. James is the only profiled facility that offers indoor court, turf and ice areas. The facility also offers a gymnastics area, Olympic-sized training and competition pool, and other amenities. The facility is available through various types of memberships, while the public can sign up for various sports programs. While much of the facility is focused on training, leagues, camps, clinics and overall health and wellness, it also accommodates tournaments in basketball, ice hockey, volleyball and futsal, among others. Several of the profiled facilities offer multiple sizes of ice sheets including NHL regulation and Olympic-sized which helps diversify the types of events the facility can host.

Although not profiled, there are also numerous ice facilities in the region that offer one sheet of ice such as Columbia Ice Arena in Columbia, MD; Fort Dupont Ice Arena in Washington, D.C.; Hampton Roads IcePlex in Yorktown, VA; Centre Ice Arena at the Delaware State Fairgrounds in Harrington; Mount Vernon RECenter Ice Arena in Alexandria, VA; Talbot County Community Center in Easton, MD; Hagerstown Ice & Sports Complex in Hagerstown, MD; Fairfax Ice Arena in Fairfax, VA; and the Loudoun Ice Centre in Sterling, VA. Facilities with one ice sheet are relatively limited in their programming due to the inability to host simultaneous ice events and tournaments with more than two teams playing at a single time. As such, many of these facilities focus on community usage including public skating, lessons, private parties, freestyle sessions and league play.

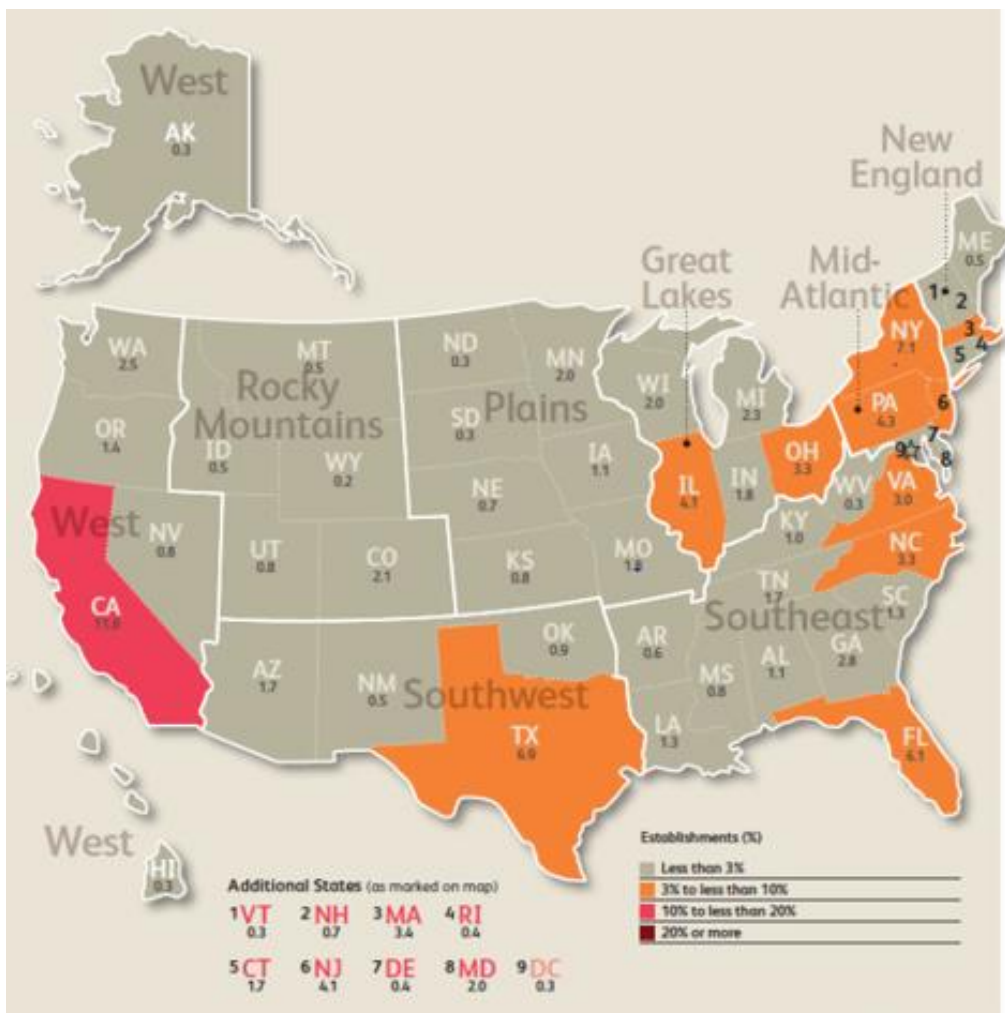
### Regional Planned New/Expansion Projects

The following provides an overview of select planned new facilities and expansion projects in the region that may present competition to the proposed indoor fieldhouse in St. Mary's County.

- Henrico County, Virginia recently announced it is in the process of developing a new 220,000 SF indoor sports arena. Initial plans call for at least 12 basketball courts and seating of 4,500. Initial schedules indicate that the facility could open in 2022. According to secondary sources, the facility will dedicate 20 to 30 weekends to tournaments with remaining dates open for recreation leagues and graduation ceremonies. According to recent reports, progress related to the facilities planning and development has temporarily stopped due to the COVID-19 pandemic but will continue when the economic outlook for Henrico County becomes clearer.
- The new indoor Virginia Beach Sports Center opened in October 2020. The facility features 195,000 SF of programmable space, including 12 basketball courts, 24 volleyball courts, seating for 5,000 spectators and a 200-meter hydraulically banked track. The facility is located across the street from the Virginia Beach Convention Center, which has a 150,000 SF column-free exhibit hall, and approximately 10 miles from the existing Virginia Beach Field House. Virginia Beach offers approximately 11,000 hotel rooms. The facility is owned by the City of Virginia Beach and operated by Eastern Sports Management - the same private management company that currently operates the Virginia Beach Field House. The City plans to have oversight of bookings to ensure that the center is used for sports that draw tourists to the area. According to secondary sources, tourism taxes are funding the facility.
- The Town of Ocean City, Maryland is currently exploring the development of an indoor fieldhouse which could offer eight to 10 basketball courts or 16 to 20 basketball courts. The indoor facility and the previously mentioned outdoor complex being considered could be developed in a complex setting or in a separate location.
- Wicomico County is currently considering the expansion of the Wicomico Youth and Civic Center by 28,500 SF. It is envisioned that the expansion would better accommodate existing events as well as attract new events including those related to sports. The expansion would increase the facility's supply of courts to six basketball courts or 12 volleyball courts.

- The Mount Vernon RECenter Ice Arena in Alexandria, Virginia currently features one sheet of ice, a 25-meter pool, locker rooms, fitness center and multi-purpose rooms. The facility is publicly owned and designed for year-round use. There are currently plans to renovate and expand the facility, which includes the development of a second sheet of ice. Funding for the construction of the second sheet of ice has not yet been identified.
- According to secondary sources, a group of organizations in Virginia are in the initial planning stages of potentially developing a new ice arena. One potential location for the facility is proximate to the Princess Anne Athletic Complex. The facility is anticipated to be named the Warrior Ice Center and offer two NHL-regulation sized ice sheets.

According to IBISWorld, a leading publisher of business intelligence specializing in industry and procurement research, the Mid-Atlantic region contains 18.2% of the nation's indoor sports establishments, which are categorized as indoor basketball complexes, ice rinks, soccer complexes, swimming complexes, tennis courts and other indoor sports facilities. Maryland has 2.0% of the total. Most of the nation's indoor sports establishments are in the Southeast (23.3%). IBISWorld reports that the distribution and location of these establishments are highly correlated to population, as the more populated regions tend to have more establishments.



Source: IBISWorld.



Prior to COVID-19, the number of indoor sports facilities throughout the U.S. was expected to increase at an annualized growth rate of approximately 1.6% from 9,736 in 2019 to 10,525 in 2024. As such, competition within the industry is anticipated to increase and larger facilities that can accommodate multiple sports are expected to have a competitive advantage.

Indoor sports fieldhouses/complexes are increasingly being developed nationally to accommodate large tournaments/competitions that generate economic impact to the surrounding area. Market research shows that, on average, these facilities offer a minimum of eight basketball courts (or 16 volleyball courts) among other amenities such as turf areas, walking tracks, lobbies, locker rooms and other flexible spaces.

Specifically related to ice arenas/rinks, IBISWorld reports that the industry generated revenues of more than \$882.7 million in 2019. The industry grew by 2.6% between 2014 and 2019. IBISWorld reports the industry is expected to continue growing, albeit at a slower rate (0.9%) to 2024. Of total industry revenue in 2019, it was estimated that approximately 60% was provided from admission fees related to recreation and fitness services; 12% was attributed to fees charged for services given to athletic groups and teams for games and tournaments; 8% was generated from rental and resale of equipment; 5% was attributed to the sale of food and beverage; 5% was from athletic instruction; 4% was provided by rental of ice rinks and facilities; and 6% was generated from other revenue sources such as coin-operated games and rides, repair of equipment and party services.

Demand for ice rinks and related activities is influenced by a variety of factors including household disposable income; leisure time availability; participation in recreation and sports; and the cost of services relative to other sport and recreation services. Demand for ice activities, which tend to be relatively more expensive than other sports, has fared well during recent years amid rising per capita disposable income and increased participation in other sports. Further, an increased interest in ice hockey has helped boost demand for ice rink management companies, therefore raising revenue and encouraging development of new facilities.

Despite the industry's growth, industry operators have been forced to compete with other sports and forms of exercise for consumer leisure time. To combat increased competition, rising utility costs and continually shifting consumer sport and leisure preferences, industry operators have been developing larger state-of-the-art facilities which may include facilities for multiple sports such as basketball, soccer, volleyball and ice-related sports. The construction of larger facilities that can accommodate more than one sport helps to spread high-fixed building and maintenance expenses over a larger and more diversified customer base to maintain profitability. With that said, development of new ice rinks has been relatively slow due to the high cost associated with facilities of this type. Most ice rinks struggle to be profitable enough to overcome the high levels of debt operators assume to build them. As such, most management companies require substantial financial backing to operate successfully. Many ice rinks are publicly owned or subsidized and do not make a profit.

Key success factors for ice rinks identified by IBISWorld include proximity to communities with families and children; ability to allocate product/service to area of greatest need; ability to attract local support/patronage, as many private ice rinks rely on public supports for sponsorship and the purchase of advertising space; and access to the athletic and family communities.

## Track and Field Facilities

In addition to the previously profiled facilities that feature tracks as part of their overall building program, there are numerous other track and field facilities in the region. As shown in the table below, most of these facilities are associated with college/university athletics. Several facilities offer both an outdoor track and indoor track. Many of these facilities host tournament play in addition to their athletic programs.

Regional Track and Field Facilities			
Facility	Location	Indoor/Outdoor	Track Type
Ingram Field	Annapolis, MD	Outdoor	Synthetic
Allegany College of Maryland Sports Complex	Cumberland, MD	Outdoor	Synthetic
Bates Athletic Complex	Annapolis, MD	Outdoor	Synthetic
Coppin State University Track and Soccer Complex	Baltimore, MD	Outdoor	Synthetic
Hagerstown Community College- ARCC	Hagerstown, MD	Both	Both Synthetic
Howard Community College-Dragon Athletic Complex	Columbia, MD	Outdoor	Synthetic
Johns Hopkins University/Loyola University- Track	Baltimore, MD	Outdoor	Synthetic
Morgan State University- Hughes Stadium	Baltimore, MD	Outdoor	Synthetic
Salisbury University- Track & Field Complex	Salisbury, MD	Outdoor	Synthetic
Washington College- Kibler Field	Chestertown, MD	Outdoor	Synthetic
University of Maryland Baltimore County	Baltimore, MD	Outdoor	Synthetic
Wicomico County Stadium	Salisbury, MD	Outdoor	Synthetic
Goucher College Athletic Complex	Towson, MD	Outdoor	Synthetic
Towson University	Towson, MD	Both	Both Synthetic
McDaniel College- Kenneth R. Gill Stadium	Westminster, MD	Outdoor	Synthetic
University of Maryland- Ludwig Field	College Park, MD	Outdoor	Synthetic
US Naval Academy - Wesley Brown Field House	Annapolis, MD	Indoor	Synthetic
Bowie State University- Leonidas S. James Complex	Bowie, MD	Outdoor	Synthetic
Frostburg State University- Bobcat Stadium	Frostburg, MD	Outdoor	Synthetic
Mount St. Mary's University- Morgan Track	Emmitsburg, MD	Outdoor	Synthetic
University of Virginia Lannigan Field	Charlottesville, VA	Outdoor	Synthetic
Todd Stadium	Newport News, VA	Outdoor	Synthetic
St. Christopher's Fieldhouse	Richmond, VA	Indoor	Synthetic
Virginia Tech's Rector Fieldhouse	Blacksburg, VA	Indoor	Synthetic
William and Mary's Cary Field	Lexington, VA	Outdoor	Synthetic
Christopher Newport University- Freeman Center and POMOCO Stadium	Newport News, VA	Both	Both Synthetic
University of Richmond - Robins Stadium	Richmond, VA	Outdoor	Synthetic
George Mason University	Fairfax, VA	Both	Both Synthetic
James Madison University- Field Hockey Complex	Harrisonburg, VA	Outdoor	Synthetic
Virginia Commonwealth University- Sports Backers Stadium	Richmond, VA	Outdoor	Synthetic
University of Mary Washington- Battleground Athletic Complex	Fredericksburg, VA	Outdoor	Synthetic
Washington and Lee University- Wilson Field	Lexington, VA	Outdoor	Synthetic
Bridgewater College- Jopson Athletic Complex	Bridgewater, VA	Outdoor	Synthetic
Eastern Mennonite University- Bomberger Field	Harrisonburg, VA	Outdoor	Synthetic
Hampton University- Armstrong Stadium	Hampton, VA	Outdoor	Synthetic
Liberty University- Matthes-Hopkins Track Complex	Lynchburg, VA	Both	Both Synthetic
University of Lynchburg- Dr. Jack M. Toms Track	Lynchburg, VA	Outdoor	Synthetic
Norfolk State University- William Price Stadium	Norfolk, VA	Outdoor	Synthetic
Radford University- Patrick D. Cupp Memorial Stadium	Radford, VA	Outdoor	Synthetic
Randolph College- Wildcat Stadium	Lynchburg, VA	Outdoor	Synthetic
Roanoke College- Cregger Center and C. Homer Bast Track Complex	Salem, VA	Both	Both Synthetic
Shenandoah University- James R. Wilkins Jr. Athletics Center	Winchester, VA	Indoor	Synthetic
Virginia Military Institute of Technology- Alumni Memorial Field at Foster Stadium	Lexington, VA	Outdoor	Synthetic
Virginia State University- Rogers Stadium	Petersburg, VA	Outdoor	Synthetic
Virginia Wesleyan University- Betty S. Rogers Track and Field Center	Virginia Beach, VA	Outdoor	Synthetic
University of Delaware- Delaware Field House	Newark, DE	Indoor	Synthetic
Delaware State University- Alumni Stadium	Dover, DE	Outdoor	Synthetic
Lincoln University Stadium	Lincoln University, PA	Outdoor	Synthetic
Franklin Field	Philadelphia, PA	Outdoor	Synthetic

Source: Individual facilities; Secondary research.

## **Observations – Supply of Area Sports Facilities**

The following summarizes key observations based on the supply of local and regional sports facilities.

### Local and Regional Outdoor Facilities

Although there is a relatively large supply of outdoor diamond and rectangular fields in the local area, the only track and field facilities are at St. Mary's College of Maryland and the Prince George's Sports & Learning Complex. Based on input from various stakeholders, which is summarized later in this study, local demand has outgrown the existing supply of facilities in the County. Further, the heavy utilization of outdoor facilities by local users has resulted in poor field conditions. The existing usage, conditions and lack of amenities such as lights at existing facilities results in limited opportunity to host tournament activity.

In addition, there is a significant supply of outdoor sports facilities in the region, including track and field venues. Based on the building programs at these facilities, there appears to be a gap in the supply of facilities that offer a significant number of rectangular turf fields, especially in the State. Further, many of the regional facilities offer less than six lighted rectangular fields. As it relates to diamond fields, less than half of the regional facilities offer fields of this type. Of those that offer diamond fields, many offer less than six lighted fields.

### Local and Regional Indoor Facilities

There is a relatively limited supply of indoor sports facilities in the local area and none within the County that are geared towards hosting tournaments. Existing local facilities are primarily recreational-based, reserved for military personnel or part of a university/college. The County does not offer an indoor ice or track and field facility which suggests an unmet County-level need; however, there are several sport-specific facilities in surrounding counties that pose strong competition for these event types.

There are multiple indoor court/turf sports facilities in the region, including several in Maryland. With that said, the geographic location of these facilities in comparison to the County suggests there is an opportunity to capture unmet demand. The location of the County is proximate to larger markets including Baltimore and Washington, D.C. than many competitive court/turf facilities and the Governor Harry W. Memorial/Senator Thomas "Mac" Middleton Bridge offers access to the peninsula from Virginia. This is further supported by potential user input summarized later in this study. With respect to ice sports facilities, there is a relatively large supply of venues with a minimum of two sheets of ice in the region and multiple facilities in the State that offer three sheets of ice. There are also multiple indoor track and field venues in the region that are capable of hosting tournament activity.



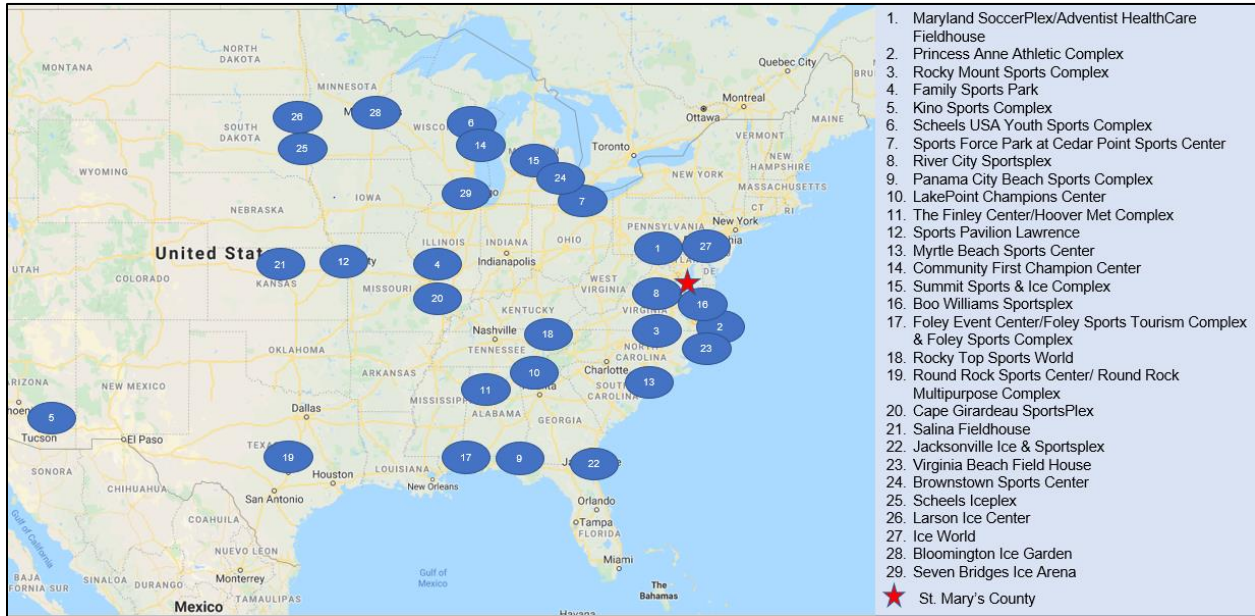
## 4. COMPARABLE FACILITY CASE STUDIES



## OVERVIEW

This section summarizes available data on various comparable sports facilities including ownership/management structure, building program elements and operating characteristics. This section also provides an overview of the markets in which each of the profiled facilities operate. This analysis offers context relative to physical and operating attributes at comparable facilities which is helpful in assessing market potential for the proposed new sports complex in St. Mary's County. Some of the profiled facilities may be both competitive and comparable with the proposed new sports complex. Information from these profiled facilities was obtained from direct interviews with management as well as secondary sources.

The facilities depicted on the map below were selected based on their similarity in terms of market attributes, market focus and/or building program elements to that of the proposed new sports complex in St. Mary's County. Several of the profiled facilities are part of a larger sports complex that includes both indoor and outdoor sports facilities. For purposes of this analysis, certain complexes were grouped by indoor and outdoor components to provide a better comparison to the proposed new facilities in St. Mary's County.



Note: Some location markers represent multiple facilities in close proximity.  
Source: Google maps.

## Comparable Outdoor Facilities

The following table summarizes comparable facilities in terms of programmatic elements and owner/operator. As shown, most of the profiled facilities are owned by a governmental entity. Eight of the facilities are operated by a governmental entity, four are privately operated and two are operated by a non-profit. Profiled facilities average 131 total acres. Profiled facilities average seven rectangular grass fields, four rectangular turf fields and nine diamond fields. Profiled facilities offer an average of eight lighted rectangular and diamond fields. Several of the profiled facilities developed fields with flexibility to accommodate both diamond and rectangular field sports on the same field. In aggregate, the total number of fields at profiled facilities ranges from seven to 34 and averages 16.

Summary of Comparable Outdoor Sports Facilities											
Facility	Location	Owner	Operator	Total Acres	Rectangular Fields			Diamond Fields		Total Fields	
					Number of Grass Fields	Number of Turf Fields	Total Lighted	Total Lighted	Total Fields		
Kino Sports Complex	Tucson, AZ	County	County	300	22	0	22	14	12	7	34
Maryland Soccerplex	Boyd's, MD	Bi-County Agency	Non-Profit	162	21	3	24	6			24
Family Sports Park	O'Fallon, IL	City	City	200	4	8	12	8	10	10	22
Rocky Mount Sports Complex	Rocky Mount, NC	City	City	143	8	0	8	N/A	11	11	19
Scheels USA Youth Sports Complex	Appleton, WI	City	Non-Profit	80	N/A	N/A	15	0	4	4	19
Foley Sports Tourism Complex	Foley, AL	City	City	N/A	16	0	16	16			16
Princess Anne Athletic Complex	Virginia Beach, VA	City	City	N/A	4	4	8	8	8	8	16
Foley Sports Complex	Foley, AL	City	City	100	5	0	5	5	10	10	15
Panama City Beach Sports Complex	Panama City Beach, FL	County	Private	160	N/A	N/A	8	8	10	10	13
River City Sportsplex	Middlethian, VA	County	County	115	0	12	12	12			12
Hoover Met Complex	Hoover, AL	City	Private	120	0	5	5	5	6	6	11
Sports Force Park	Sandusky, OH	City/Private	Private	53	0	8	8	6	12	8	10
Round Rock Multipurpose Complex	Round Rock, TX	City	City	60	5	5	10	10			10
Rocky Top Sports World	Gatlinburg, TN	County	Private	80	1	6	7	6			7
<b>Average</b>				<b>131</b>	<b>7</b>	<b>4</b>	<b>11</b>	<b>8</b>	<b>9</b>	<b>8</b>	<b>16</b>

Notes: Sorted by total fields.  
 N/A denotes information not available.  
 Number of diamond fields includes those on configurable rectangular fields.  
 Total fields may be less than the sum of rectangular and diamond fields due to configurable fields.  
 Sources: Individual facilities; Google maps; Secondary research.

The profiled facilities generally host between 20 and 40 tournaments annually. Tournament activity is typically hosted on weekend dates while local league and recreational play occurs during weekdays. Many of the profiled facilities operate at a deficit; however, they generate significant economic impact to the surrounding area.

The following provides individual profiled comparable facility case studies and is followed by comparison of their respective markets.



Source: Facility website.

### Maryland SoccerPlex (Boyd's, MD)

The Maryland SoccerPlex is owned by the Maryland-National Capital Park and Planning Commission (M-NCPPC), a bi-county agency. The complex was built by the non-profit Maryland Soccer Foundation (MSF) on approximately 162 acres of County-owned land. The MSF has a 40-year lease agreement with the County and is responsible for operating and maintaining the complex at the MSF's sole expense.



As previously noted, the complex includes a total of 24 outdoor fields that are primarily used for soccer and lacrosse, one of which is a 3,200-seat championship stadium. Three of the fields offer a turf playing surface while the remainder feature natural grass. The complex hosts approximately 20 major tournaments in soccer and lacrosse combined annually. The US Youth Soccer National Championships were held at the complex in 2002, 2003 and 2014. In addition to tournament play, local soccer clubs and leagues play over 5,000 matches at the complex annually. The 66,000 SF indoor Adventist HealthCare Fieldhouse, which is profiled later in this study, is adjacent to the Maryland SoccerPlex.

The development of both the indoor and outdoor facilities was driven by growing residential demand for youth and amateur sports venues. In FY 2018, the MSF reported total revenues of \$5.4 million and expenses of \$4.9 million, which includes depreciation of approximately \$976,000. The MSF’s revenue streams include, but are not limited to, outdoor field rentals, rentals of the indoor venue, hotel rebates and a portion of concessions from the contracted vendor. The complex is operated by 11 full-time staff and up to 120 seasonal, part-time staff.



Source: Facility website.

### Princess Anne Athletic Complex (Virginia Beach, VA)

Princess Anne Athletic Complex is owned and operated by the City of Virginia Beach. The outdoor sports facility offers eight diamond and eight rectangular fields, all of which are lighted. Half of the rectangular fields feature a turf playing surface while the other half are Hybrid Bermuda.

In FY 2019, approximately 3,600 games were played on the diamond fields, which drew more than 234,600 in attendance. More than 1,570 games were played on the rectangular fields. These games generated more than 115,400 in attendance. Sports activity includes softball, baseball, football, soccer, field hockey, lacrosse, rugby, ultimate and kickball.



Source: Google maps.

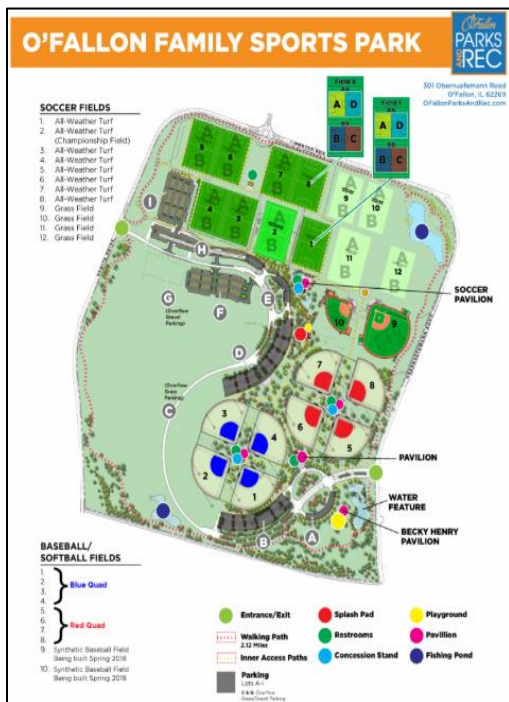
### Rocky Mount Sports Complex (Rocky Mount, NC)

Rocky Mount Sports Complex is owned and operated by the City of Rocky Mount. The complex is a division of the City’s Parks and Recreation Department, which has a mission of advancing the quality of life by providing inclusive experiences through people, parks and programs.

The complex offers a total of 11 diamond fields and eight rectangular fields. One of the diamond fields is a championship field. All the fields offer a natural grass playing surface and have spectator seating.

The complex also includes the Athletic Football Stadium, which is home to the North Carolina Wesleyan College (NCWC) Battling Bishops. The stadium also annually hosts the USA South Lacrosse Spring Championships. In addition to the fields, the complex features a professional disc golf course, two outdoor basketball courts, outdoor volleyball courts, picnic shelters, a walking trail, concession areas and umpire/tournament lounges.

City recreational leagues use the complex during weekdays and tournaments are hosted on the weekends. A Sports Complex Supervisor oversees all day to day operations as well as soliciting tournaments. The Supervisor also directs and supervises a six-person maintenance staff. In FY 2019, the complex hosted 31 tournaments over 55 days that involved a total of 1,850 teams. These tournaments drew total attendance of 147,565. The average participant and spectator attendance per day at the complex was over 2,600. According to the City, approximately 30% of attendees were overnight visitors. In FY 2019, the complex had expenses of \$1.3 million which included salaries/wages, employee benefits, operating expenses and capital outlay of \$113,250.

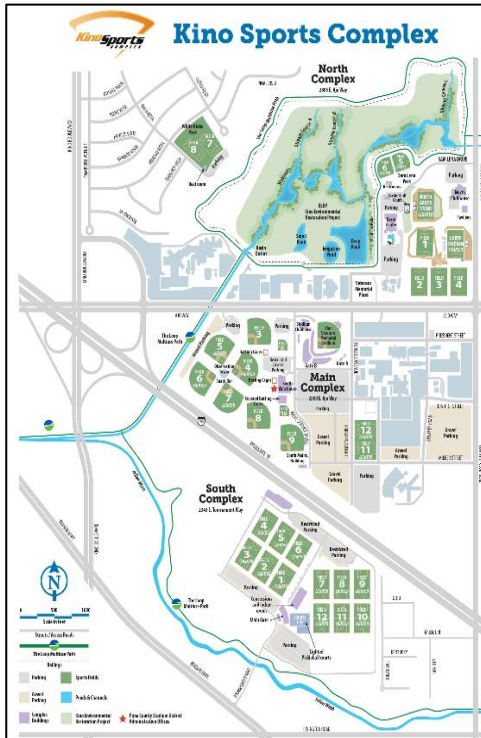


### Family Sports Park (O'Fallon, IL)

Owned and operated by the City of O'Fallon, Family Sports Park sits on 200 acres and was designed to accommodate exhibition games, tournaments, league games, special events, camps, clinics and recreational activities. The park features 10 diamond fields and 12 rectangular fields. Two of the baseball fields are all-weather synthetic, which includes a championship field. Of the 12 rectangular fields, eight are turf and four are natural grass. In addition to the fields, the park offers a 2.1-mile walking/running path, a splash pad and an all-weather synthetic playground.

The park historically hosts approximately 40 total events annually which primarily consist of soccer, lacrosse and baseball. In FY 2019, the park generated total revenues of approximately \$621,800 and total expenses of \$1.3 million.

Source: Facility website.



Kino Sports Complex (Tucson, AZ)

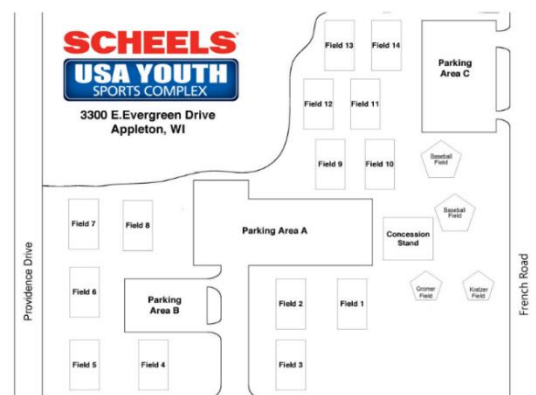
Kino Sports Complex offers a total of 22 grass rectangular fields and 12 diamond fields. Included in this supply is the Kino Veterans Memorial Stadium, which is a major league-style baseball stadium.

The complex is divided into three sections: the north complex, south complex and main complex. The south complex opened in January 2020 and includes 12 of the 22 rectangular fields. In addition to these sports fields, the complex includes 20 pickleball courts, five full-service clubhouses, a 32,000 SF event center and more than 5,000 parking spaces. The complex does not charge for parking. Over the years the complex has hosted professional and youth tournaments/games in multiple sports. Professional sports hosted at the complex include Major League Soccer preseason exhibition games and Major League Baseball spring training games. In addition, the complex has also hosted the Pac-12 Rugby Championships.

Source: Facility website.

Outside of sports, the complex annually hosts large community events including concerts and the Mexican Baseball Fiesta. While the facility caters to large scale events, it also regularly serves the recreational needs of the community and fosters the growth of amateur sports across Pima County.

The complex is managed by the Pima County Stadium District, which is comprised of staff with over 20 years’ experience in facility operations, maintenance, event planning, grounds keeping and event management. In FY 2019, the Pima County Stadium District reported operating revenues of approximately \$1.5 million. Total revenues were approximately \$3.1 million, which includes intergovernmental revenues. Total expenses were approximately \$4.9 million in the same year. The complex has historically been managed with six full-time equivalent employees.



Scheels USA Youth Sports Complex (Appleton, WI)

Scheels USA Youth Sports Complex is owned by the City of Appleton and operated by United Sports Association for Youth, Inc., a non-profit organization. The organization leases the 80 acres of land from the City, which features 15 rectangular fields and four diamond fields. The complex is recognized as a premier multi-purpose outdoor sports complex in the Midwest and annually hosts state, regional and national championship games.

Source: Facility website.



Operations of the complex rely heavily on volunteers. The complex generates total annual revenues of approximately \$125,000 with most coming from contributions, grants and gifts. Annual expenses are approximately \$278,500, which includes depreciation.



Source: Facility website.

Sports Force Park at Cedar Point Sports Center (Sandusky, OH)

Sports Force Park was completed in 2017 through a partnership with Cedar Fair Entertainment Company, Erie County and Sports Force Parks. The outdoor complex is part of a larger development which also includes the 145,000 SF Cedar Point Sports Center. The indoor facility offers 10 basketball courts or 20 volleyball courts. Sports Facilities Management (SFM) operates the indoor facility while Sports Force Parks operates the outdoor park.

The outdoor park offers eight rectangular fields and up to 12 diamond fields. Two diamond fields can fit on several of the rectangular fields, which helps accommodate large baseball/softball tournaments. The rectangular fields annually host tournaments in soccer, lacrosse and football, among others.

Based on secondary sources, the outdoor park hosts more than 40 tournaments, primarily during weekends. The park hosts local leagues during the week. According to SFM, the complex generated over 248,800 visitors in 2018 that resulted in over 45,700 hotel room nights and total economic impact of nearly \$39.0 million.



Source: Facility website.

River City Sportsplex (Midlothian, VA)

River City Sportsplex is a 115-acre complex with 12 all-weather turf fields. Each of the fields are equipped with lights. There are more than 1,200 parking spaces.

The facility is owned and operated by the Chesterfield County Department of Parks and Recreation. In FY 2020, there are plans to replace the turf on two of the 12 fields. Additional plans call for the replacement of turf on the remaining 10 fields as well as construction of three additional fields in FY 2022 – FY 2023.

According to facility ownership, there are more than 20 hotels within 10 miles of the facility and more than 50 within 20 miles. The facility currently hosts between 20 and 30 sporting events annually, which is supplemented by residential use.



### Panama City Beach Sports Complex (Panama City Beach, FL)

The Panama City Beach Sports complex is owned by Bay County and privately operated by SFM. The complex features 13 configurable fields including two championship fields. Multiple rectangular fields can accommodate two diamond fields each. The complex was designed to be flexible and accommodate multiple sports on the same fields including soccer, lacrosse, field hockey, football, baseball and others.

Source: Facility website.

The complex was part one of a phased development process. Phase two includes development of an indoor sports center. The outdoor complex opened in July of 2019 and was originally scheduled to host 48 tournaments between the date of opening and July 2020, which was negatively impacted by the COVID-19 pandemic.

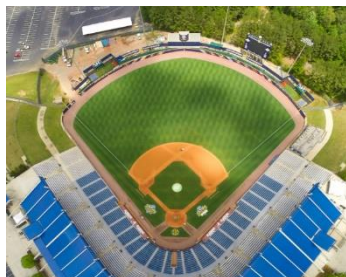


### Round Rock Multipurpose Complex (Round Rock, TX)

Opened in 2017 within Old Settlers Park, the Round Rock Multipurpose Complex can host a wide variety of sports tournaments including those related to soccer, lacrosse, rugby, football and ultimate. The 60-acre complex features four natural grass fields and four turf fields. In addition, the complex features two championship fields, one of which is turf and the other natural grass. All 10 fields are lighted. In addition to fields, the complex features a clubhouse with two team rooms, restrooms, concessions, locker rooms and storage; two playground areas; spectator shade structures; a festival area; and over 900 parking spaces.

Source: Facility website.

The complex is owned and operated by the City. In FY 2018, the complex hosted approximately 28 multi-day tournaments and seven single-day tournaments and generated revenues of approximately \$574,000 and expenses of \$887,000. There are seven full-time equivalent employees budgeted for in FY 2020.



### Hoover Met Complex (Hoover, AL)

Opened in 2017, the Hoover Met Complex features five NCAA-regulation size rectangular fields and five NCAA-regulation size diamond fields as well as Hoover Met Stadium. Hoover Met stadium is home to the SEC Baseball Tournament as well as the Hoover High School football team. Hoover Met Complex is owned by the City and operated by Sports Facilities Management.

Source: Facility website.

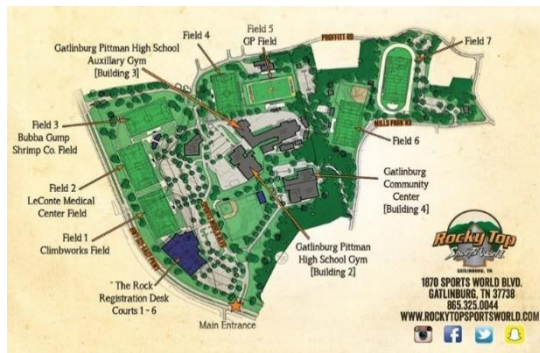
Each diamond field is equipped with a scoreboard and lights. There are also batting cages on-site. Each of the rectangular fields feature a turf playing surface and lights. In addition to outdoor fields, the complex features the Finley Center, which is an indoor sports facility, and 16 tennis courts. A more detailed description of the Finley Center can be found later within this study.



The complex also features Hoover Climbing and Adventure which includes multiple rock climbing walls, as well as a RV park with 170 parking spaces equipped with water, sewage and power hookups. In addition to RV parking, there are approximately 4,000 parking spots throughout multiple parking lots.

In 2019, there were 88 outdoor events hosted at the complex. According to facility management, approximately 66% of activity at the multi-purpose fields and 28% of usage at the baseball fields was local. Facility management reported that the complex, in aggregate, had a \$49 million economic impact on the Birmingham-Hoover region in 2019. According to the Greater Birmingham Convention and Visitors Bureau, the complex generated more than 62,190 hotel room night stays in the Birmingham-Hoover region.

In FY 2019, the complex incurred an operating deficit of \$114,000 which does not account for the \$3.2 million that the City annually contributes to help pay for operations or the \$2.8 million in annual debt payments.



### Rocky Top Sports World (Gatlinburg, TN)

The 80-acre Rocky Top Sports World (Complex) opened in 2014 and is a joint development of the City of Gatlinburg and Sevier County. The City contributed approximately 70% of the development cost by issuing bonds and the County contributed the balance utilizing bonds and grants. The facility was planned and is managed by Sports Facilities Advisory/Sports Facilities Management.

Source: Facility website.

The Complex includes six turf outdoor fields and a natural grass championship stadium with seating for 1,500 people. The outdoor fields are configurable for 14 youth soccer fields. Six of the fields feature lights. The complex also features an indoor court complex referred to as “The Rock”, which is profiled later in this study.

Any teams that are based in Sevier County or affiliated with a Sevier County School qualify for the opportunity to use the Rocky Top facilities for free. Specific times are allocated during the week for this free use.

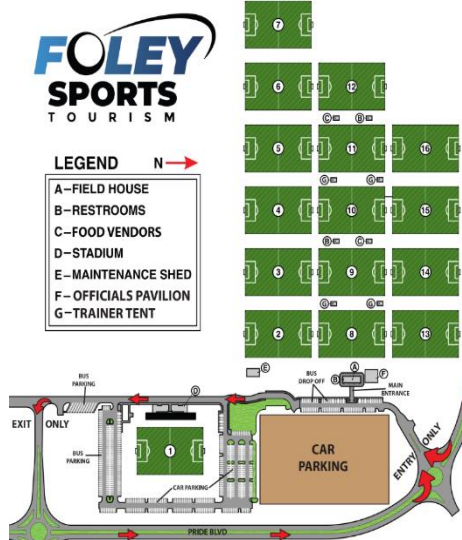
The Complex was created to encourage sports tourism in the City and County. Local officials indicate that having a booking policy clearly outlining the objectives of the complex is important for long-term success. Marketing of the Complex is part of the private management team’s annual budget but is significantly augmented by the City’s overall tourism marketing budget. The Complex management team works closely with the City, State, Gatlinburg Convention and Visitors Bureau, school officials and hoteliers to maximize bookings, particularly during the slower winter months when tourism surrounding the Smoky Mountains is not as robust.

According to the City’s 2019 Comprehensive Annual Financial Report (CAFR), Rocky Top Sports World (both indoor and outdoor facilities) generated operating revenues of \$1.2 million and operating expenses of \$1.7 million in 2019, which excludes depreciation of \$1.2 million. Operating

revenues primarily consisted of food services, events, sponsorships and rentals. Operating expenses included personnel costs, occupancy and contractual services.

In FY 2017-18, the complex hosted 190 events, including 61 multi-day events in both traditional and non-traditional sports, and drew over 120,000 athletes and spectators to the complex, according to facility management. This activity was estimated to generate approximately \$46 million in economic impact to Sevier County.

Foley Sports Tourism Complex (Foley, AL)



Source: Facility website.

The Foley Sports Tourism Complex is owned by the City and operated by the Sports Tourism Department. The mission of the Sports Tourism Department is to attract, create and host high-quality events for all ages to increase economic vitality, improve quality of life and provide a unique and memorable experience that brands Foley as a nationally recognized sports destination.

The complex includes 16 multi-purpose outdoor fields including a championship field with seating for up to 1,000 people. The fields opened in 2016 and each offer a natural grass playing surface and lights. The complex also includes the indoor Foley Event Center which is profiled later in this study.

The complex is adjacent to the OWA which is a 520-acre entertainment and amusement park destination. The OWA features a 150-room hotel and various retail, dining and entertainment venues for visitors. The complex is also proximate to the Tanger Outlets, which consists of over 100 stores, and several beaches.

The City reported that the outdoor fields had an operating deficit of approximately \$329,000 in FY 2019. The complex, which includes both outdoor and indoor sports facilities, hosted 93 events that drew more than 166,300 in attendance in FY 2019.

Foley Sports Complex (Foley, AL)



Source: Facility website.

Opened in 2009, the 100-acre Foley Sports Complex is owned by the City of Foley and operated by the Department of Recreation. The complex includes the Raymond C. Christensen Memorial 5-plex as well as the Ralph Schumacher Soccer Complex. In total, the complex offers 10 diamond fields and five rectangular fields, all of which are lighted. Concessions are available at both the soccer and baseball/softball facilities. In addition, the complex features a covered registration pavilion and a private hospitality area.

The facility hosts clinics, local recreation leagues/teams, lessons and tournaments. Each summer the complex is home to several national World Series events that provide sports tourism through baseball and softball. The Recreation Department is currently seeking to reduce the number of local tournaments to attract larger tournaments that have more impact on tourism. The Recreation Department aligns marketing and advertising efforts with Foley Sports Tourism to draw activity to the area.

### Comparable Outdoor Facilities - Market Attributes

The following compares market attributes associated with the previously profiled comparable facilities to those for the proposed multi-field outdoor complex in St. Mary's County. Comparatively speaking, reviewing target markets for comparable facilities can offer insight into the markets from which the proposed multi-field outdoor complex in St. Mary's County could draw a portion of participants/attendees. As such, the subsequent pages analyze several market characteristics including population, age, households, income and spending.

#### Population

For comparative purposes, the following table provides an overview of populations within the target markets for each of the previously profiled comparable outdoor facilities as well as the target markets in which the proposed multi-field outdoor complex would operate in. Although the 30- and 60-minute drive time populations associated with the proposed multi-field outdoor complex are lower than most markets for comparable facilities, the population within the 120- and 180-minute drive time is higher than the average and median for the profiled comparable facilities which provides a solid base for drawing participants and spectators.

Comparable Outdoor Facilities - Population - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Maryland Soccerplex	Boyd's, MD	635,183	4,762,696	10,776,517	19,412,545
Sports Force Park	Sandusky, OH	173,933	1,195,109	7,234,849	17,640,319
Round Rock Multipurpose Complex	Round Rock, TX	1,017,830	2,514,153	5,620,157	16,735,608
River City Sportsplex	Midlothian, VA	901,554	1,384,397	4,800,603	14,865,876
<b>Proposed Multi-Field Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>125,112</b>	<b>416,071</b>	<b>7,007,585</b>	<b>12,995,210</b>
Rocky Mount Sports Complex	Rocky Mount, NC	229,540	1,539,394	5,164,869	11,008,606
Hoover Met Complex	Hoover, AL	629,742	1,322,686	3,442,877	10,919,010
Family Sports Park	O'Fallon, IL	875,861	2,630,729	4,053,902	7,094,262
Scheels USA Youth Sports Complex	Appleton, WI	452,384	965,065	3,636,672	6,937,645
Kino Sports Complex	Tucson, AZ	962,144	1,126,140	4,240,492	6,218,649
Rocky Top Sports World	Gatlinburg, TN	27,622	183,302	2,098,950	5,664,809
Princess Anne Athletic Complex	Virginia Beach, VA	907,553	1,590,266	2,671,256	4,974,461
Foley Sports Complex	Foley, AL	146,677	724,291	1,818,409	3,633,723
Foley Sports Tourism Complex	Foley, AL	130,735	693,595	1,807,111	3,495,664
Panama City Beach Sports Complex	Panama City Beach, FL	128,714	254,134	980,912	2,478,567
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>515,677</b>	<b>1,491,854</b>	<b>4,167,684</b>	<b>9,362,839</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>541,063</b>	<b>1,258,898</b>	<b>3,845,287</b>	<b>7,015,954</b>
<b>Rank (Out of 15)</b>		<b>14</b>	<b>13</b>	<b>3</b>	<b>5</b>

Note: Sorted in descending order by 180-Minute Drive Population.

Source: Esri.

## Projected Population Growth (2019 – 2024)

The table below profiles the projected 2019 to 2024 annual growth rate of each of the target markets associated with the profiled comparable facilities and the proposed multi-field outdoor complex. The expected growth rate within the 60-, 120- and 180- minute drive time for the proposed multi-field outdoor complex is higher than the average and the median for the profiled comparable facilities. The growth rate within the 30-minute drive time is relatively consistent with the average.

Comparable Outdoor Facilities - Projected Annual Growth Rate (2019 to 2024)					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Multipurpose Complex	Round Rock, TX	2.52%	2.47%	1.90%	1.78%
Kino Sports Complex	Tucson, AZ	0.80%	0.97%	1.38%	1.44%
River City Sportsplex	Midlothian, VA	1.01%	0.96%	0.75%	0.99%
Rocky Mount Sports Complex	Rocky Mount, NC	0.23%	1.23%	1.11%	0.91%
<b>Proposed Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>0.91%</b>	<b>1.04%</b>	<b>0.86%</b>	<b>0.90%</b>
Hoover Met Complex	Hoover, AL	0.57%	0.53%	0.39%	0.81%
Panama City Beach Sports Complex	Panama City Beach, FL	1.03%	1.18%	0.88%	0.78%
Foley Sports Tourism Complex	Foley, AL	1.90%	1.04%	0.90%	0.76%
Foley Sports Complex	Foley, AL	1.98%	1.02%	0.90%	0.74%
Maryland Soccerplex	Boyd's, MD	0.95%	1.01%	0.87%	0.73%
Rocky Top Sports World	Gatlinburg, TN	0.78%	0.61%	0.73%	0.72%
Princess Anne Athletic Complex	Virginia Beach, VA	0.53%	0.49%	0.54%	0.67%
Scheels USA Youth Sports Complex	Appleton, WI	0.69%	0.52%	0.41%	0.30%
Sports Force Park	Sandusky, OH	0.04%	0.02%	0.07%	0.22%
Family Sports Park	O'Fallon, IL	-0.21%	0.20%	0.17%	0.12%
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>0.92%</b>	<b>0.88%</b>	<b>0.79%</b>	<b>0.78%</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>0.79%</b>	<b>0.97%</b>	<b>0.81%</b>	<b>0.75%</b>
<b>Rank (Out of 15)</b>		<b>7</b>	<b>4</b>	<b>8</b>	<b>5</b>

Note: Sorted in descending order by 180-Minute Drive Projected Annual Growth Rate.  
Source: Esri.

## Total Number of Households

Similar to population, the number of households within the 30- and 60-minute drive of the proposed multi-field outdoor complex is significantly below the average and median for the profiled comparable facilities. The number of households within the 120- and 180-minute drive time is higher than the average and median for the profiled comparable facilities and ranks third and fifth highest, respectively.

Comparable Outdoor Facilities - Number of Households - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Maryland Soccerplex	Boyd's, MD	228,758	1,797,542	4,045,422	7,351,532
Sports Force Park	Sandusky, OH	71,620	491,247	2,911,292	7,070,451
Round Rock Multipurpose Complex	Round Rock, TX	385,982	940,117	2,082,166	5,988,266
River City Sportsplex	Midlothian, VA	352,987	533,933	1,798,329	5,633,400
<b>Proposed Multi-Field Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>44,384</b>	<b>145,984</b>	<b>2,644,227</b>	<b>4,874,386</b>
Rocky Mount Sports Complex	Rocky Mount, NC	90,009	600,037	1,999,074	4,256,356
Hoover Met Complex	Hoover, AL	252,887	518,047	1,347,266	4,208,647
Family Sports Park	O'Fallon, IL	361,770	1,055,367	1,616,656	2,823,368
Scheels USA Youth Sports Complex	Appleton, WI	182,457	388,897	1,476,131	2,738,598
Kino Sports Complex	Tucson, AZ	379,541	443,115	1,584,471	2,298,233
Rocky Top Sports World	Gatlinburg, TN	11,121	72,607	860,736	2,277,370
Princess Anne Athletic Complex	Virginia Beach, VA	341,669	592,704	1,018,430	1,896,580
Foley Sports Complex	Foley, AL	59,589	285,995	700,684	1,415,707
Foley Sports Tourism Complex	Foley, AL	53,037	274,269	696,611	1,357,699
Panama City Beach Sports Complex	Panama City Beach, FL	53,937	100,818	379,346	964,716
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>201,812</b>	<b>578,193</b>	<b>1,608,330</b>	<b>3,591,495</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>205,608</b>	<b>504,647</b>	<b>1,530,301</b>	<b>2,780,983</b>
<b>Rank (Out of 15)</b>		<b>14</b>	<b>13</b>	<b>3</b>	<b>5</b>

Note: Sorted in descending order by 180-Minute Drive number of households.  
Source: Esri.

## Median Age

As previously mentioned, a younger median age indicates that a market may have more potential demand to support a sports facility in terms of participation. The median age within target markets for the proposed multi-field outdoor complex is younger than the average and the median for the profiled comparable facilities. The median age of target markets associated with the proposed multi-field outdoor complex rank in the top half in comparison to all other profiled facility markets.

Comparable Outdoor Facilities - Median Age - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Multipurpose Complex	Round Rock, TX	34.8	34.0	34.8	34.8
Kino Sports Complex	Tucson, AZ	38.0	39.5	36.3	36.7
Hoover Met Complex	Hoover, AL	38.4	38.2	39.2	37.9
River City Sportsplex	Midlothian, VA	38.2	39.2	38.7	38.2
Rocky Mount Sports Complex	Rocky Mount, NC	41.5	37.0	37.6	38.4
<b>Proposed Multi-Field Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>36.9</b>	<b>38.9</b>	<b>37.9</b>	<b>38.5</b>
Princess Anne Athletic Complex	Virginia Beach, VA	36.5	36.3	38.0	38.7
Maryland Soccerplex	Boyd's, MD	39.7	37.9	38.5	38.9
Foley Sports Complex	Foley, AL	43.4	39.7	39.3	39.2
Panama City Beach Sports Complex	Panama City Beach, FL	41.9	41.8	40.3	39.3
Foley Sports Tourism Complex	Foley, AL	43.1	39.7	39.3	39.3
Family Sports Park	O'Fallon, IL	37.6	39.7	40.0	39.5
Scheels USA Youth Sports Complex	Appleton, WI	39.1	40.0	39.6	40.0
Sports Force Park	Sandusky, OH	45.2	41.9	40.7	40.4
Rocky Top Sports World	Gatlinburg, TN	44.8	44.2	43.0	42.5
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>40.2</b>	<b>39.2</b>	<b>39.0</b>	<b>38.8</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>39.4</b>	<b>39.6</b>	<b>39.3</b>	<b>39.1</b>
<b>Rank (Out of 15)</b>		<b>3</b>	<b>6</b>	<b>4</b>	<b>6</b>

Note: Sorted in ascending order by 180-Minute Drive Median Age.

Source: Esri.

## Youth (Under the Age of 18)

The following table compares population under the age of 18 within each target market for the proposed multi-field outdoor complex to that for profiled comparable facilities. As previously mentioned, this age demographic is a popular target market for participants in sports tournaments/competitions. The youth population within both the 120- and 180-minute drive time is higher than the average and median for the profiled comparable facilities.

Comparable Outdoor Facilities - Population Under the Age of 18 - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Maryland Soccerplex	Boyd's, MD	146,728	1,028,743	2,360,058	4,173,697
Round Rock Multipurpose Complex	Round Rock, TX	259,547	620,996	1,337,597	4,150,431
Sports Force Park	Sandusky, OH	34,091	246,193	1,519,318	3,722,107
River City Sportsplex	Midlothian, VA	192,933	293,492	1,032,130	3,240,761
<b>Proposed Multi-Field Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>30,527</b>	<b>96,112</b>	<b>1,513,638</b>	<b>2,832,956</b>
Hoover Met Complex	Hoover, AL	139,173	287,023	743,662	2,445,858
Rocky Mount Sports Complex	Rocky Mount, NC	49,810	343,285	1,156,930	2,399,876
Scheels USA Youth Sports Complex	Appleton, WI	99,524	208,454	781,884	1,519,344
Family Sports Park	O'Fallon, IL	185,683	562,976	863,481	1,496,889
Kino Sports Complex	Tucson, AZ	204,937	235,363	996,515	1,473,820
Rocky Top Sports World	Gatlinburg, TN	5,110	35,744	407,196	1,138,627
Princess Anne Athletic Complex	Virginia Beach, VA	202,385	346,678	560,964	1,049,611
Foley Sports Complex	Foley, AL	30,509	153,550	394,595	788,518
Foley Sports Tourism Complex	Foley, AL	27,062	147,042	392,143	762,055
Panama City Beach Sports Complex	Panama City Beach, FL	25,485	49,556	204,030	510,585
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>114,498</b>	<b>325,650</b>	<b>910,750</b>	<b>2,062,299</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>119,349</b>	<b>266,608</b>	<b>822,683</b>	<b>1,508,117</b>
<b>Rank (Out of 15)</b>		<b>11</b>	<b>13</b>	<b>3</b>	<b>5</b>

Note: Sorted in descending order by 180-Minute Drive.

Source: Esri.



## Household Income/Spending

As previously mentioned, a higher median household income indicates more disposable income to spend on participation in, or attendance at, competitive sports events. As shown in the table below, the 30-, 60-, 120- and 180-minute drive time markets for the proposed multi-field outdoor complex have a significantly higher median household income compared to most profiled comparable facilities.

Comparable Outdoor Facilities - Median Household Income - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
<b>Proposed Multi-Field Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>\$84,768</b>	<b>\$97,813</b>	<b>\$93,386</b>	<b>\$83,641</b>
River City Sportsplex	Midlothian, VA	\$69,808	\$67,125	\$67,135	\$76,606
Maryland Soccerplex	Boys, MD	\$108,691	\$103,490	\$86,995	\$76,032
Scheels USA Youth Sports Complex	Appleton, WI	\$63,592	\$60,830	\$58,841	\$62,907
Round Rock Multipurpose Complex	Round Rock, TX	\$77,978	\$72,802	\$60,531	\$61,466
Princess Anne Athletic Complex	Virginia Beach, VA	\$67,001	\$64,716	\$60,619	\$61,007
Kino Sports Complex	Tucson, AZ	\$52,205	\$53,028	\$58,185	\$59,795
Rocky Mount Sports Complex	Rocky Mount, NC	\$44,989	\$54,759	\$56,003	\$56,511
Sports Force Park	Sandusky, OH	\$55,985	\$53,646	\$53,868	\$55,913
Family Sports Park	O'Fallon, IL	\$50,731	\$61,912	\$58,188	\$55,168
Hoover Met Complex	Hoover, AL	\$57,433	\$54,371	\$50,391	\$54,359
Panama City Beach Sports Complex	Panama City Beach, FL	\$52,650	\$54,361	\$52,362	\$49,608
Foley Sports Complex	Foley, AL	\$56,227	\$49,870	\$52,039	\$49,374
Foley Sports Tourism Complex	Foley, AL	\$54,868	\$49,676	\$52,054	\$49,232
Rocky Top Sports World	Gatlinburg, TN	\$45,774	\$47,614	\$49,089	\$47,019
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>\$61,281</b>	<b>\$60,586</b>	<b>\$58,307</b>	<b>\$58,214</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>\$56,106</b>	<b>\$54,565</b>	<b>\$57,094</b>	<b>\$56,212</b>
<b>Rank (Out of 15)</b>		<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>

Note: Sorted in descending order by 180-Minute Drive Median Household Income.  
Source: Esri.

To further support the relationship between median household income and spending on entertainment/recreation, the average amount spent annually on various goods/services by households in each of these markets spend was analyzed. As shown, average annual spending on entertainment/recreation in households within the 120- and 180-minute drive time markets associated with the proposed multi-field outdoor complex ranked first among the profiled comparable facility markets.

Comparable Outdoor Facilities - Average Household Spending on Entertainment/Recreation - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
<b>Proposed Multi-Field Outdoor Complex</b>	<b>St. Mary's County, MD</b>	<b>\$4,068</b>	<b>\$4,448</b>	<b>\$4,658</b>	<b>\$4,244</b>
River City Sportsplex	Midlothian, VA	\$3,553	\$3,406	\$3,450	\$3,983
Maryland Soccerplex	Boys, MD	\$5,406	\$5,104	\$4,386	\$3,917
Scheels USA Youth Sports Complex	Appleton, WI	\$3,111	\$3,002	\$3,000	\$3,307
Round Rock Multipurpose Complex	Round Rock, TX	\$3,774	\$3,678	\$3,208	\$3,295
Princess Anne Athletic Complex	Virginia Beach, VA	\$3,275	\$3,151	\$3,053	\$3,166
Kino Sports Complex	Tucson, AZ	\$2,738	\$2,783	\$3,075	\$3,133
Rocky Mount Sports Complex	Rocky Mount, NC	\$2,347	\$2,911	\$2,977	\$3,003
Hoover Met Complex	Hoover, AL	\$3,248	\$2,933	\$2,718	\$2,979
Sports Force Park	Sandusky, OH	\$2,909	\$2,763	\$2,839	\$2,957
Family Sports Park	O'Fallon, IL	\$2,626	\$3,260	\$3,076	\$2,930
Panama City Beach Sports Complex	Panama City Beach, FL	\$2,754	\$2,868	\$2,754	\$2,638
Foley Sports Complex	Foley, AL	\$2,927	\$2,609	\$2,692	\$2,631
Foley Sports Tourism Complex	Foley, AL	\$2,844	\$2,605	\$2,696	\$2,625
Rocky Top Sports World	Gatlinburg, TN	\$2,413	\$2,431	\$2,674	\$2,605
<b>Average (excludes Proposed Outdoor Complex)</b>		<b>\$3,138</b>	<b>\$3,107</b>	<b>\$3,043</b>	<b>\$3,084</b>
<b>Median (excludes Proposed Outdoor Complex)</b>		<b>\$2,918</b>	<b>\$2,922</b>	<b>\$2,989</b>	<b>\$2,991</b>
<b>Rank (Out of 15)</b>		<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>

Note: Sorted in descending order by 180-Minute Drive average household spending on entertainment/recreation.  
Source: Esri.

## Comparable Indoor Facilities

The following table summarizes comparable indoor facilities in terms of building program elements, owner/operator structure, etc. As shown, facilities that feature courts offer an average of seven basketball courts or 12 volleyball courts. Of those that feature ice, the average number of ice sheets is two. Four of the 21 facilities offer both courts and ice. Eight of the profiled facilities offer indoor turf fields/areas. Most of the profiled facilities do not offer a track. On average, the profiled facilities feature approximately 124,100 SF. Most of the profiled facilities are owned by a governmental entity, however less than half are operated by one.

Summary of Comparable Indoor Sports Facilities										
Facility	Location	Year Opened	Owner	Operator	Total SF	Number of Sheets of Ice	Number of Basketball Courts	Number of Volleyball Courts	Indoor Turf Areas	Track
LakePoint Champions Center	Emerson, GA	2016	Private	Private	170,000		12	24	No	No
The Finley Center	Hoover, AL	2017	City	Private	155,000		11	17	No	Yes
Sports Pavilion Lawrence	Lawrence, KS	2014	City	City	181,000		8	16	Yes	Yes
Adventist HealthCare Fieldhouse	Boyd's, MD	2000	Bi-County Agency	Non-Profit	66,000		8	8	Yes	No
Myrtle Beach Sports Center	Myrtle Beach, SC	2015	City	Private	100,000		8	16	No	No
Community First Champion Center	Appleton, WI	2019	Grand Chute Development Authority	Private	160,000	2	8	16	No	No
Summit Sports & Ice Complex	Dimondale, MI	n/s	Private	Private	176,000	2	8	8	Yes	No
Boo Williams Sportsplex	Hampton, VA	2008	City	Private	135,000		8	12	No	Yes
Foley Event Center	Foley, AL	2017	City	City	90,000		6	12	No	No
Rocky Top Sports World	Gatlinburg, TN	2014	County	Private	86,000		6	12	No	No
Round Rock Sports Center	Round Rock, TX	2014	City	City	82,800		6	12	No	No
Cape Girardeau SportsPlex	Cape Girardeau, MO	2017	City	City	121,000		6	12	Yes	No
Salina Fieldhouse	Salina, KS	2017	City	City	68,500		6	8	Yes	No
Jacksonville Ice & Sportsplex	Jacksonville, FL	1993	Private	Private	N/A	1	6	6	Yes	No
Virginia Beach Field House	Virginia Beach, VA	2010	Private	Private	175,000		4	8	Yes	No
Brownstown Sports Center	Brownstown Township, MI	2015	Private	Private	110,000	2	4	6	No	No
Scheels Iceplex	Sioux Falls, SD	2014	Non-Profit	Non-Profit	N/A	3			No	No
Larson Ice Center	Brookings, SD	2002	City	City	N/A	2			No	No
Ice World	Abingdon, MD	1996	Private	Private	N/A	2			No	No
Bloomington Ice Garden	Bloomington, MN	1970	City	City	125,000	3			No	No
Seven Bridges Ice Arena	Woodridge, IL	1994	Private	Private	108,000	2			Yes	No
<b>Average</b>		<b>2008</b>			<b>124,100</b>	<b>2</b>	<b>7</b>	<b>12</b>		

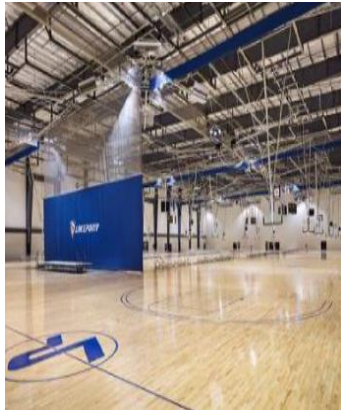
Notes: Number of courts at Summit Sports & Ice Complex is inclusive of Aim High Sports which was recently acquired by facility management.  
Sorted in descending order by number of basketball courts.

Sources: Individual facility websites; Secondary research.

Secondary sources report annual tournament activity hosted at the profiled facilities generates significant economic impact to the surrounding areas. Profiled facilities that offer court space generally host between 25 to 50 indoor sports tournaments annually, which is supplemented by camps, clinics, leagues and other sports activity. Ice rinks/arenas are typically heavily utilized during the week by residents, camps, local clubs and other private rentals. These facilities typically host a couple tournaments a month, which are primarily booked on weekend dates. Many of the profiled facilities operate at a deficit. As previously mentioned, facilities with ice typically experience relatively high operating cost, which negatively impacts the bottom line.

The following pages provide individual profiled comparable facility case studies and is followed by comparison of their respective markets.





### LakePoint Champions Center (Emerson, GA)

LakePoint Champions Center opened in 2016. The 170,000 SF facility offers 12 hardwood basketball courts or 24 volleyball courts as well as meeting space, locker rooms and a food court. The facility is part of the broader 1,300-acre LakePoint Sports Complex, which also includes a 10-court beach volleyball pavilion; eight major league-sized baseball fields; three multi-use fields for soccer, lacrosse, rugby and football; and a wakeboarding facility. The LakePoint Champions Center is located proximate to LakePoint Station which includes restaurants, a rock-climbing wall, a laser maze, an arcade and a miniature golf course.

Source: Facility website.

There are currently plans for a 200-room hotel to be built adjacent to the LakePoint Champions Center. It is anticipated that the hotel will open in 2021. Other developments such as additional hotels, restaurants and entertainment are also being considered. The campus as a whole host approximately 32 different sports and attracts 1.1 million visitors annually.

It should be noted that ownership filed for Chapter 11 bankruptcy in 2018 in order to restructure and create opportunity for future growth. The filing included most of the complex but did not include the indoor LakePoint Champions Center.

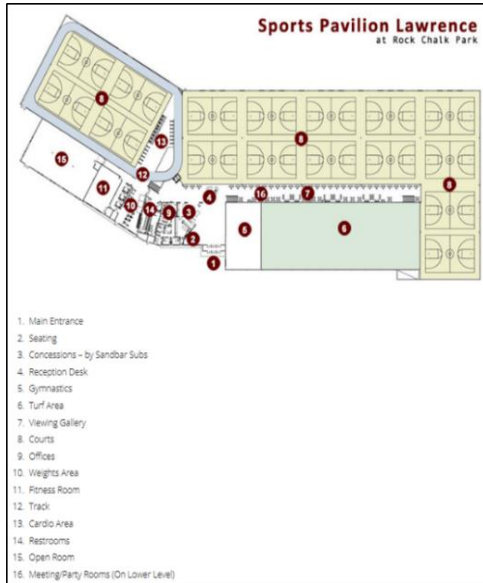


### The Finley Center (Hoover, AL)

As previously mentioned, the Hoover Met Complex opened in 2017 and is home to outdoor sports fields as well as the Finley Center. The Finley Center is a 155,000 SF sports and event venue. The Center features 83,000 SF of continuous space and hosts a variety of event activity including sports tournaments, banquets, tradeshow, recreation programs and community meetings. The Center features capacity for 11 basketball courts or 17 volleyball courts and seats up to 1,800 spectators. In addition, the facility offers three meetings rooms available for coaches, trainers and athletes during tournament play. The Center has hosted tournament activity related to Blue Chips Basketball, Worldwide Spirit Association Cheer, Amateur Athletic Union (AAU) and Future 150 Basketball.

Source: Facility website.

In 2019, the Finley Center hosted 158 events, which included sports, tradeshow, meetings and other social gatherings. The Finley Center drew more than 106,200 people in 2019, with approximately 23,260 for basketball tournaments, 11,960 for volleyball tournaments, 7,680 for mat sports and 1,740 for other indoor sports. Attendance also came from tradeshow and the SEC Fan Fest. According to facility management, 60% of the activities at the Finley Center was for local groups and did not generate revenue. As previously mentioned, the Hoover Met Complex incurred an operating deficit of \$114,000 in FY 2019.



### Sports Pavilion Lawrence (Lawrence, KS)

Opened in October 2014, Sports Pavilion Lawrence is a 181,000 SF indoor sports venue. The facility is owned and operated by the City of Lawrence. The facility was constructed within Rock Chalk Park, which consists of approximately 89 acres and is adjacent to 46 acres of City-owned land. The City purchased 26 acres for the construction of Sports Pavilion Lawrence.

The facility features eight full-size basketball courts or 16 full-size volleyball courts as well as indoor turf areas; rooms for gymnastics and aerobics/fitness; and cardio and weights areas. In addition, there is a 1/8-mile indoor walking/jogging track, meeting rooms, offices and event support areas.

Source: Facility website.

The facility averages 35 to 40 weekend events annually. The City's 2019 budget estimated revenues of \$585,000 and expenses totaling \$968,000. In 2018, approximately 600,000 people visited the facility. Admission to the facility is free for Douglas County residents. The daily fee for a non-resident is \$5.00. The facility has eight full-time positions and 30 part-time positions.



### Adventist HealthCare Fieldhouse (Boys, MD)

As previously mentioned, the Adventist HealthCare Fieldhouse is part of a larger complex that includes Maryland SoccerPlex and is owned by the Maryland-National Capital Park and Planning Commission (M-NCPPC), a bi-county agency. The facility offers eight basketball/volleyball courts from March to November. In November, two synthetic turf fields are rolled over the courts for indoor soccer, lacrosse, field hockey, baseball and rugby. The indoor facility also offers office space, restrooms, concessions and meeting rooms.

Source: Facility website.

Adventist HealthCare Fieldhouse hosts approximately 25 to 30 basketball/volleyball tournaments annually. The indoor venue does not offer spectator seating which, according to management, has hindered its ability to host many tournaments.

As noted previously, the development of both the indoor and outdoor facilities was driven by growing residential demand for youth and amateur sports venues. In FY 2018, the MSF reported total revenues of \$5.4 million and expenses of \$4.9 million, which included depreciation of approximately \$976,000. The MSF's revenue streams include, but are not limited to, outdoor field rentals, rentals of the indoor venue, hotel rebates and a portion of concessions from the contracted vendor. The complex is operated by 11 full-time staff and up to 120 seasonal, part-time staff.



### Myrtle Beach Sports Center (Myrtle Beach, SC)

The Myrtle Beach Sports Center (Sports Center) is located adjacent to the Myrtle Beach Convention Center. Opened in March 2015, the 100,000 SF indoor sports facility includes eight basketball courts and 16 volleyball courts spread over 72,000 SF of column-free hardwood space. The venue was designed to host court sports, wrestling, gymnastics, table tennis, pickleball and other sporting events as well as trade shows.

Source: Facility website.

To service the event space, there are multiple team rooms, telescopic bleachers, a private mezzanine for elevated viewing and a café with indoor/outdoor seating. The Sports Center was publicly funded by the City of Myrtle of Beach who also owns the facility. The City contracts with a third party to manage the venue.

The Sports Center was designed to attract sports competitions that draw out-of-town visitors and therefore does not regularly host local league play. The venue is operated as part of the City's broader sports tourism division. In FY 2018, expenses related to the marketing, management and operations of the Sports Center totaled \$567,000. Community organizations market the many tourist amenities Myrtle Beach has to offer for sporting event participants and their friends/family including its beaches, golf and other family-friendly attractions.

The Sports Center hosts approximately 30 to 35 events annually. The City estimates that the Sports Center generated \$23.9 million in economic impact to Myrtle Beach and the Grand Strand Area in 2019.



### Community First Champion Center (Appleton, WI)

Community First Champion Center opened in 2019. The facility is owned by the Grand Chute Development Authority and privately operated.

Source: Facility website.

The facility offers a total of eight basketball or 16 volleyball courts as well as a year-round ice rink. Four of the basketball courts are offered year-round. A seasonal arena can fit another four basketball courts or an additional ice rink. In addition, the facility features meeting space, seating areas and on-site concessions. The mission of the complex is to focus on attracting sports teams from outside the local area to increase tourism. Local groups also have access to the facility. The facility has yet to complete a full year of operations. A study commissioned by the Fox Cities Convention and Visitors Bureau reported that the facility was estimated to generate economic impact of approximately \$8.9 million in its first year of operations.



### Summit Sports & Ice Complex (Dimondale, MI)

Summit Sports & Ice Complex is a 176,000 SF state-of-the-art complex for multi-sports, education, entertainment and business activities.

Source: Facility website.

Summit Sports & Ice Complex features both an Olympic and NHL regulation-sized ice rink, a 54,300 SF field house, sports performance center, locker rooms, referee rooms and arena management space. The facility is also home to Aim High Sports, which has three sport court basketball courts. Sports activity at the complex includes soccer, basketball, flag football, dodge ball, lacrosse, ice hockey and other sports. The facility is home to the Mid-Michigan Youth Hockey Association, the Lansing Wolves hockey team and Twistars USA Gymnastics Club. In addition to sports, the complex hosts several tradeshow annually. Ice-related programs offered at the facility include youth and adult hockey leagues; hockey tournaments; Learn-to-Skate; Learn-to-Play Hockey; public skating; Stick-N-Puck; and private rentals.



### Boo Williams Sportsplex (Hampton, VA)

Boo Williams Sportsplex (BWSP) is a full-service 135,000 SF, multi-sport indoor facility that was developed by Boo Williams, a prominent local athlete, coach and youth sports advocate, in partnership with a group of private investors and in conjunction with the City of Hampton. The BWSP sits on approximately 10 acres of land owned by the City of Hampton under a long-term (100 year) Ground Lease Agreement. The Boo Williams Sportsplex officially opened in March 2008 with program elements including eight basketball courts or 12 volleyball courts, a regulation size indoor track and field setup, seating for 4,000 spectators, a concession area, meeting/banquet space, training rooms, a merchandise area and 15,000 SF of rental space. Wi-Fi is available throughout the complex.

Source: Facility website.

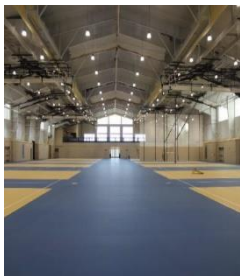
Originally privately owned, the City purchased the facility in 2017. The facility is privately operated. Historically, the venue has hosted approximately 30 basketball tournaments annually with paid admissions averaging approximately 45,000 people per year. The facility hosts an average of 1,840 basketball teams annually, of which approximately 65% are from out-of-state. The BWSP also hosts a number of track meets as well as competitions involving other indoor sports such as volleyball, martial arts, cheerleading, gymnastics, etc.

The success of the BWSP business model is based on management's ability to attract events and host them in a first-class manner that generates both repeat and new business annually. The primary revenue streams are ticket sales for admission, court and space rental fees, concession sales, merchandise sales, sponsorships and commissions on sales. The primary activities are youth sports. The peak season typically occurs between December and July, which encompasses both indoor track & field and the AAU basketball season.



The BWSP management team has a strong working relationship with the Hampton Convention and Visitors Bureau (Hampton CVB) which includes a Sports Commission under its umbrella organization. Representatives from both the venue and the Hampton CVB meet bi-weekly to review their upcoming events; potential bid opportunities; and how they can best position the BWSP and Hampton for potential economic-generating events. The venue considers their relationship with the Hampton CVB a critical success factor in terms of long-term planning, marketing for events and promoting Hampton’s visitor amenities to BWSP attendees. The Hampton CVB helps with the preparation of RFP responses and supplemental funding for event-related costs such as rent on a case-by-case basis. There is no formal agreement between the two organizations regarding event subsidies, but consideration is typically given for events that generate economic impact for the City and have not previously been held there.

According to BWSP representatives, having a management team with connections in the sports industry as well as a marketing partner such as a destination marketing organization or sports commission are best practices. Other lessons learned include choosing events wisely because some are not profitable due to limited attendance or limited potential overnight stays. Having a leadership team well-versed in the industry can help to avoid costly mistakes in the initial operation of a new venue.



#### Foley Event Center (Foley, AL)

As mentioned previously, the Foley Event Center is part of the Foley Sports Tourism Complex. The Foley Event Center opened in 2017. The 90,000 SF facility offers six basketball courts or 12 volleyball courts. The facility also offers five meetings rooms, three concession/vending areas and two mezzanines overlooking the main floor.

Source: Facility website.

According to facility management, the Foley Event Center hosts between 40 and 60 indoor sporting events annually. Sporting events hosted at the facility include volleyball, basketball, archery, gymnastics, cheerleading and more. The facility also hosts non-sporting events such as meetings, graduations and exhibits. In FY 2019, the Foley Event Center reported an operating deficit of approximately \$325,000.

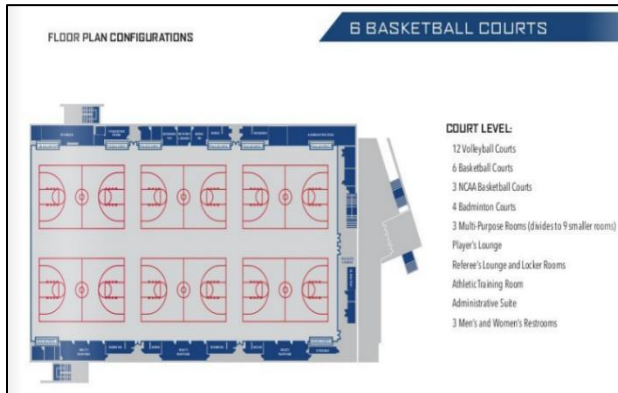


#### Rocky Top Sports World (Gatlinburg, TN)

As previously mentioned, Rocky Top Sports World includes six turf outdoor fields and a natural grass championship stadium as well as an indoor court complex referred to as “The Rock”. The Rock has 53,000 SF of hardwood court space in an 86,000 SF facility.

Source: Facility website.

The configuration allows for six basketball courts or 12 volleyball courts in addition to team rooms, referee locker rooms, a full-service indoor/outdoor café, office space for coaches and a balcony viewing area. There is a separate facility in an adjacent location that can accommodate four additional basketball courts and five additional volleyball courts.



## Round Rock Sports Center (Round Rock, TX)

The City of Round Rock owns and operates the Round Rock Sports Center (Center) which opened in January 2014. The Center is an indoor sports facility with six basketball courts or 12 volleyball courts and a seating capacity of 1,300 spectators. The facility sits on 24 acres and offers total court space of approximately 47,800 SF and a gross building area of 82,800 SF.

Source: Facility website.

The primary purpose of the Center is to draw tournaments and events as part of the City's sports tourism program. The Center is not a walk-in facility but services the community by hosting club sports team practices during the week and tournaments on the weekends.

The Center is designed with the courts on a lower level and all seating is on the mezzanine level. All courts have LED scoreboards. There is a concession stand, operated by the City, on the mezzanine level. Originally, seating was designed on the court level, however, if the seating is in place, it does not allow enough space around the courts for an adequate competition surface for volleyball. The court level spectator bleachers that can accommodate up to 500 spectators are brought in for wrestling, which requires a smaller competition area. The facility hosts college showcase tournaments and the layout can accommodate NCAA rules governing college coaches' access.

There are locker rooms to support club programs during the week, however, these are not utilized during weekend tournaments. There is a referee's lounge, referee's locker rooms, a training room and three multi-purpose rooms. There are approximately 500 paved parking spots. After initial construction, the facility added a climate-controlled 4,600 SF outdoor storage space to accommodate their floor coverings and concession supplies.

Peak usage occurs January through July. Representatives indicated that the facility is typically booked at 95% usage rate during peak weekday periods between 5:00 pm and 10:00 pm and all day on the weekends. The facility offers "peak hour" as well as "off-peak hour" rental rates.

The facility hosted 34 multi-day tournaments and nine single-day tournaments with 6,780 total court bookings in 2018. This activity was generated approximately \$2.6 million in total revenues which includes \$1.3 million generated from hotel occupancy tax. Total expenses were \$2.3 million which includes \$366,000 in debt service. The City recently completed a feasibility study for the potential development of a second sports center.



### Cape Girardeau SportsPlex (Cape Girardeau, MO)

The Cape Girardeau SportsPlex is a 121,000 SF indoor sports facility that offers six hardwood courts which convert to 12 volleyball courts, as well as two regulation indoor turf fields.

Source: Facility website

The facility also has full-service concessions and a multi-use space for team meetings, coach's clinics, team parties and more. The facility is open to the public for court, turf and batting cage use or can be rented for tournaments. According to facility management, the facility draws tournament business from a five-state region including Missouri, Arkansas, Illinois, Kentucky and Tennessee.

The flexibility of the facility allows management to book diverse sports activity. The facility opened in 2017 and is owned and operated by the City. In FY 2019, the facility generated revenues of \$595,000 and expenses of \$701,000 excluding approximately \$325,000 in depreciation. Revenue sources include concessions, usage fees and other miscellaneous sources. Expenditures include those related to contractual services, general operating expenses, materials and supplies, personnel services and other expenses. Approximately 13 full-time equivalents are dedicated to the facilities operations.



### Salina Fieldhouse (Salina, KS)

The 68,500 SF Salina Fieldhouse opened in 2017 and offers six basketball courts. Three of the basketball courts are hardwood and three are synthetic. The courts are cross-lined to include eight volleyball courts and six futsal courts. In addition, the facility offers a regulation-sized indoor soccer field which is divisible into three smaller fields as well as batting cages, pitching tunnels, team gathering areas and concessions.

Source: Facility website.

The facility hosts a variety of athletic events including league play, tournaments, team practices, camps and clinics in multiple sports. In 2019, the facility hosted 20 tournaments that over 400 teams participated in. This activity attracted total attendance of approximately 19,500. The facility has annual revenues of approximately \$124,000 which includes revenues related to tournaments, facility rental, league use, food and beverage and sponsorships. The facility has annual expenses of approximately \$215,000 which includes those related to personnel, utilities, benefits, supplies and contractual services.





Source: Jacksonville Ultimate.

### Jacksonville Ice & Sportsplex (Jacksonville, FL)

The Jacksonville Ice & Sportsplex features six basketball/volleyball courts, 9,000 SF of turf space and an NHL regulation-sized hockey rink. According to facility management, the facility is used seven days a week and hosts multiple sports including basketball, volleyball, ice hockey, curling, broomball and soccer. In addition, the facility is open for parties and corporate events.

Tournament rentals at the facility must be reserved a minimum of four weeks in advance of the date. The indoor turf area is leased out to a private soccer organization that controls programming for the space.



Source: Facility website.

### Virginia Beach Field House (Virginia Beach, VA)

The Virginia Beach Field House is a 175,000 SF indoor sports facility. The area surrounding the facility features beaches, hotels, restaurants, local shops and other entertainment/attractions. The facility offers four large turf fields, two small carpet turf fields, four basketball courts, eight volleyball courts and eight outdoor sand volleyball courts.

In 2019, the facility hosted various event activity including leagues, camps, clinics and tournaments in soccer, flag football, basketball, volleyball, indoor baseball/softball, field hockey, lacrosse and dodgeball. The venue also includes multiple party rooms, an arcade and an indoor fun zone to accommodate team building events and parties. The facility is privately owned and operated by Eastern Sports Management.



Source: Facility website.

### Brownstown Sports Center (Brownstown Township, MI)

The Brownstown Sports Center is a 110,000 SF ice skating, volleyball, basketball, futsal, wrestling and floorball facility. The facility offers two full sheets of ice, four basketball courts, six volleyball courts and four futsal courts. In addition, the facility offers a hockey shooting room, a fitness room and meeting space.

Programming at the facility includes free style skating, skill academies, league play, elite/travel team play, private lessons and tournaments. In 2019, the facility primarily hosted basketball and ice hockey tournaments. In addition to sports, the facility annually hosts multiple tradeshows/expos.



Source: Facility website.

### Scheels Iceplex (Sioux Falls, SD)

Scheels Iceplex features three indoor sheets of ice and is home to Legend Hockey, Tier 1 AAA Jr. Stampede Hockey Program, Sioux Falls Youth Hockey Association, Sioux Falls Figure Skating Club and Sioux Falls Stampede practices.

The facility opened in 2014 and is owned and operated by Ice Sports Association, a non-profit organization founded to promote the benefits of all ice-users in the region.

The development of Scheels Iceplex was in large part a result of unified efforts from ice user groups, private donors, Sanford Health, Scheels, the City of Sioux Falls and the local business community. Utilization at Scheels Iceplex primarily involves public skating, Stick-N-Puck, league practices/games, trainings and tournaments. The facility generally hosts one to two tournaments/competitions a month, primarily on weekend dates. The facility generates approximately \$1.0 million in operating revenues and \$944,000 in operating expenses annually.

The facility is located adjacent to the Sanford Sports Complex, which includes Sanford Fieldhouse, Sanford Pentagon, Sanford Health Clinic, South Dakota Junior Football Park, a gymnastics facility and multiple other facilities. Sanford Fieldhouse offers 62,000 SF which includes indoor turf, locker rooms and training facilities. The Sanford Pentagon is a 160,000 SF multi-purpose facility that houses up to 11 basketball/volleyball courts. It is home of the Heritage Court Arena, which has a seating capacity of 3,250 fans. The Sanford Pentagon can host basketball, volleyball, wrestling, cheer, dance, badminton, gymnastics, concerts, graduations and multiple other events.



Source: Facility website.

### Larson Ice Center (Brookings, SD)

Larson Ice Center is an indoor ice arena that offers two ice sheets with bleacher seating, 10 locker/team rooms, restrooms and a concession area. One of the ice rinks has a seating capacity of 1,350 people while the other has a capacity of 450 people. The facility hosts a wide range of ice-related activity including, but not limited to, public skating, league/club play and tournaments.

The facility is also home to the Brookings Ranger and SDSU Jackrabbit hockey teams as well as the Brookings Ice Skating Association. The facility is owned and operated by the City of Brookings and is subsidized by the City, but is budgeted for within the Parks, Recreation and Forestry Department. In 2018, the facility generated total revenues of \$144,500 and expenses of \$583,500. Two full-time employees are dedicated to operations of the facility.



### Ice World (Abingdon, MD)

Ice World is a year-round ice facility that offers two NHL-regulation rinks, eight team locker rooms, seating for up to 300 people, a full-service snack bar and a Pro Shop. Ice World offers a variety of skating programs, private skating lessons, and camps, as well as recreational and travel team play.

Source: Facility website.

The facility is home to the North Stars Hockey Club, Chesapeake Figure Skating Club, Chesapeake Synchronized Skating and multiple youth and adult hockey clubs. While the facility can accommodate tournaments, much of the activity hosted is centered around local residential and club use. The facility is privately owned and operated.



### Bloomington Ice Garden (Bloomington, MN)

The Bloomington Ice Garden is a 125,000 SF facility that offers three sheets of ice. One of the sheets is Olympic-sized and features a seating capacity of 2,500 people.

Source: Facility website.

The facility is home to several hockey and figure skating groups including Bloomington High School's hockey teams, the Twin Cities Northern Lights Junior hockey team, the Bloomington Amateur Hockey Association and the Bloomington Figure Skating Club. In addition, facility offers ice time for private rentals, lessons, public skating, practices and multiple youth hockey tournaments. According to facility management, the facility attracts more than 800,000 visitors annually and is a key gathering place for the local community. In 2018, the facility generated total revenues of \$1.4 million and total expenses of \$1.6 million. There are four full-time staff members at the facility.



### Seven Bridges Ice Arena (Woodridge, IL)

Seven Bridges Ice Arena is a 108,000 SF facility that offers an Olympic-sized ice rink, an NHL-size ice rink and a 13,760 SF indoor turf space. In addition, the facility features eight locker rooms and a full-service restaurant and bar.

Source: Facility website.

The facility is home to several programs including Team Illinois, Benet Academy Hockey Club, Bridgedale Academy Hockey, Naperville North Hockey, Huskies Hockey Club, VMSA Soccer and Windy City Curling Club. Additional programming at the facility includes lessons, Stick-N-Puck sessions, freestyle sessions, public skating and tournaments. According to secondary sources, the facility generates 1.1 million visitors annually. The facility is privately owned and operated.

## Comparable Indoor Facilities - Market Attributes

This section compares market attributes associated with the previously profiled comparable/competitive indoor facilities to those for the proposed indoor fieldhouse in St. Mary's County. Reviewing target markets for comparable facilities can offer insight into the markets from which the proposed indoor fieldhouse in St. Mary's County could draw a portion of participants/attendees. As such, the pages that follow analyze several market characteristics including population, age, households, income and spending.

### Population

The following table compares populations of target markets for each of the previously profiled comparable facilities with those for the proposed new indoor fieldhouse. As shown, the 30- and 60-minute drive time populations associated with the proposed indoor fieldhouse are lower than the average and median for the profiled comparable facilities. By contrast, the 120- and 180-minute drive time populations are higher than the average and median for the profiled comparable facilities.

Comparable Indoor Facilities - Population - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Ice World	Abingdon, MD	740,011	3,494,771	17,069,412	28,241,518
Adventist HealthCare Fieldhouse	Boyd's, MD	635,183	4,762,696	10,776,517	19,412,545
Round Rock Sports Center	Round Rock, TX	1,323,061	2,635,272	5,919,538	18,040,503
Seven Bridges Ice Arena	Woodridge, IL	2,210,227	8,499,624	12,612,604	17,900,011
Brownstown Sports Center	Brownstown Township, MI	1,420,264	4,749,696	7,926,437	15,976,324
LakePoint Champions Center	Emerson, GA	770,381	3,548,331	8,369,134	13,993,319
Summit Sports & Ice Complex	Dimondale, MI	475,762	1,715,549	10,111,961	13,288,820
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>125,112</b>	<b>416,071</b>	<b>7,007,585</b>	<b>12,995,210</b>
Finley Center	Birmingham, AL	629,742	1,322,686	3,442,877	10,919,010
Jacksonville Ice & Sportsplex	Jacksonville, FL	1,137,847	1,728,813	3,700,683	8,989,020
Boo Williams Sportsplex	Hampton, VA	679,983	1,763,919	3,531,309	7,446,767
Community First Champion Center	Appleton, WI	451,354	971,165	3,748,059	7,007,559
Cape Girardeau SportsPlex	Cape Girardeau, MO	101,232	284,289	2,877,306	6,864,036
Bloomington Ice Garden	Bloomington, MN	2,075,038	3,587,226	5,024,974	6,365,719
Rocky Top Sports World	Gatlinburg, TN	27,622	183,302	2,098,950	5,664,809
Sports Pavilion Lawrence	Lawrence, KS	264,861	1,943,238	3,175,940	5,310,739
Myrtle Beach Sports Center	Myrtle Beach, SC	285,312	481,809	1,709,603	5,023,418
Virginia Beach Field House	Virginia Beach, VA	913,299	1,591,777	2,689,087	4,987,759
Salina Fieldhouse	Salina, KS	74,090	240,816	1,446,497	4,378,171
Foley Event Center	Foley, AL	130,735	693,595	1,807,111	3,495,664
Scheels Iceplex	Sioux Falls, SD	259,594	416,782	979,974	2,649,506
Larson Ice Center	Brookings, SD	47,200	366,289	799,988	1,883,376
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>697,752</b>	<b>2,141,983</b>	<b>5,229,427</b>	<b>9,897,076</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>629,742</b>	<b>1,715,549</b>	<b>3,531,309</b>	<b>7,007,559</b>
<b>Rank (Out of 22)</b>		<b>18</b>	<b>18</b>	<b>7</b>	<b>8</b>

Note: Sorted in descending order by 180-Minute Drive Population.

Source: Esri.

### Projected Population Growth (2019 – 2024)

The following table provides the projected 2019 to 2024 annual growth rate of each of the target markets associated with the profiled comparable facilities as well as the proposed new indoor fieldhouse. The growth rate within the 30-minute drive time associated with the proposed indoor fieldhouse is consistent with that of the average for the profiled comparable facilities but higher than the median. The 60-, 120- and 180-minute drive time markets are expected to grow at a higher rate than the average and median of comparable facility target markets.



Comparable Indoor Facilities - Projected Annual Growth Rate (2019 to 2024)					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	2.58%	2.43%	1.89%	1.77%
Jacksonville Ice & Sportsplex	Jacksonville, FL	1.57%	1.59%	1.30%	1.45%
Myrtle Beach Sports Center	Myrtle Beach, SC	2.45%	2.14%	1.27%	1.14%
LakePoint Champions Center	Emerson, GA	1.60%	1.35%	1.25%	1.05%
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>0.91%</b>	<b>1.04%</b>	<b>0.86%</b>	<b>0.90%</b>
Finley Center	Birmingham, AL	0.57%	0.53%	0.39%	0.81%
Foley Event Center	Foley, AL	1.90%	1.04%	0.90%	0.76%
Boo Williams Sportsplex	Hampton, VA	0.27%	0.56%	0.68%	0.76%
Bloomington Ice Garden	Minneapolis, MN	0.95%	0.99%	0.89%	0.76%
Larson Ice Center	Brookings, SD	0.93%	1.46%	0.82%	0.74%
Adventist HealthCare Fieldhouse	Boyds, MD	0.95%	1.01%	0.87%	0.73%
Rocky Top Sports World	Gatlinburg, TN	0.78%	0.61%	0.73%	0.72%
Scheels Iceplex	Sioux Falls, SD	1.90%	1.43%	0.72%	0.68%
Virginia Beach Field House	Virginia Beach, VA	0.53%	0.49%	0.54%	0.67%
Ice World	Abingdon, MD	0.27%	0.48%	0.64%	0.62%
Salina Fieldhouse	Salina, KS	-0.42%	-0.25%	0.15%	0.53%
Sports Pavilion Lawrence	Lawrence, KS	0.54%	0.81%	0.61%	0.51%
Community First Champion Center	Appleton, WI	0.65%	0.52%	0.42%	0.29%
Brownstown Sports Center	Trenton, MI	-0.09%	0.19%	0.17%	0.27%
Summit Sports & Ice Complex	Dimondale, MI	0.51%	0.42%	0.29%	0.24%
Cape Girardeau SportsPlex	Cape Girardeau, MS	0.38%	0.00%	0.01%	0.23%
Seven Bridges Ice Arena	Woodridge, IL	0.18%	0.08%	0.08%	0.16%
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>0.90%</b>	<b>0.85%</b>	<b>0.70%</b>	<b>0.71%</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>0.65%</b>	<b>0.61%</b>	<b>0.68%</b>	<b>0.72%</b>
<b>Rank (Out of 22)</b>		<b>10</b>	<b>7</b>	<b>8</b>	<b>5</b>

Note: Sorted in descending order by 180-Minute Drive Projected Annual Growth Rate.  
Source: Esri.

### Total Number of Households

As with population, the number of households within the 30- and 60-minute drive time associated with the proposed indoor fieldhouse is lower than the average and the median for profiled comparable facilities. However, the number of households in the 120- and 180-minute drive time is higher than the average and median for profiled comparable facilities.

Comparable Indoor Facilities - Number of Households - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Ice World	Abingdon, MD	283,930	1,325,699	6,450,971	10,585,106
Adventist HealthCare Fieldhouse	Boyds, MD	228,758	1,797,542	4,045,422	7,351,532
Seven Bridges Ice Arena	Woodridge, IL	784,709	3,143,233	4,736,227	6,838,271
Round Rock Sports Center	Round Rock, TX	506,272	985,804	2,181,540	6,468,319
Brownstown Sports Center	Trenton, MI	560,849	1,898,284	3,140,483	6,326,707
LakePoint Champions Center	Emerson, GA	279,712	1,356,175	3,102,016	5,320,331
Summit Sports & Ice Complex	Dimondale, MI	189,819	666,213	3,960,180	5,198,667
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>44,384</b>	<b>145,984</b>	<b>2,644,227</b>	<b>4,874,386</b>
Finley Center	Birmingham, AL	252,887	518,047	1,347,266	4,208,647
Jacksonville Ice & Sportsplex	Jacksonville, FL	443,470	662,305	1,443,962	3,474,623
Boo Williams Sportsplex	Hampton, VA	255,451	661,072	1,343,464	2,821,982
Community First Champion Center	Appleton, WI	181,062	389,866	1,520,586	2,766,254
Cape Girardeau SportsPlex	Cape Girardeau, MS	39,862	112,097	1,167,463	2,705,399
Bloomington Ice Garden	Minneapolis, MN	832,490	1,386,372	1,950,316	2,497,435
Rocky Top Sports World	Gatlinburg, TN	11,121	72,607	860,736	2,277,370
Sports Pavilion Lawrence	Lawrence, KS	106,185	774,595	1,245,166	2,078,596
Myrtle Beach Sports Center	Myrtle Beach, SC	120,780	200,313	682,767	1,942,716
Virginia Beach Field House	Virginia Beach, VA	343,995	593,219	1,025,137	1,901,367
Salina Fieldhouse	Salina, KS	30,008	94,026	569,852	1,722,098
Foley Event Center	Foley, AL	53,037	274,269	696,611	1,357,699
Scheels Iceplex	Sioux Falls, SD	101,118	162,057	386,715	1,045,861
Larson Ice Center	Brookings, SD	18,324	144,610	315,568	755,777
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>267,802</b>	<b>819,924</b>	<b>2,008,212</b>	<b>3,792,607</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>228,758</b>	<b>661,072</b>	<b>1,347,266</b>	<b>2,766,254</b>
<b>Rank (Out of 22)</b>		<b>18</b>	<b>18</b>	<b>7</b>	<b>8</b>

Note: Sorted in descending order by 180-Minute Drive number of households.  
Source: Esri.

### Median Age

The median age within the 30- and 120-minute drive time associated with the proposed indoor fieldhouse is younger than the average for the profiled comparable facilities. The median age within the 60- and 180-minute drive time is relatively consistent with that of the average for comparable facilities.

Comparable Indoor Facilities - Median Age - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	34.1	34.0	34.8	34.9
Salina Fieldhouse	Salina, KS	39.7	37.0	37.2	37.4
Sports Pavilion Lawrence	Lawrence, KS	34.3	37.3	37.5	37.7
Finley Center	Birmingham, AL	38.4	38.2	39.2	37.9
LakePoint Champions Center	Emerson, GA	36.9	36.2	37.2	38.0
Seven Bridges Ice Arena	Woodridge, IL	38.3	37.2	37.7	38.0
Myrtle Beach Sports Center	Myrtle Beach, SC	44.1	45.0	41.5	38.1
Scheels Iceplex	Sioux Falls, SD	36.0	36.1	38.5	38.2
Boo Williams Sportsplex	Hampton, VA	35.4	37.1	38.5	38.3
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>36.9</b>	<b>38.9</b>	<b>37.9</b>	<b>38.5</b>
Larson Ice Center	Brookings, SD	31.7	36.2	38.1	38.6
Bloomington Ice Garden	Minneapolis, MN	37.1	37.5	37.9	38.7
Virginia Beach Field House	Virginia Beach, VA	36.5	36.3	38.0	38.7
Adventist HealthCare Fieldhouse	Boyd's, MD	39.7	37.9	38.5	38.9
Cape Girardeau SportsPlex	Cape Girardeau, MS	38.6	40.2	40.3	39.1
Foley Event Center	Foley, AL	43.1	39.7	39.3	39.3
Ice World	Abingdon, MD	39.3	38.9	38.8	39.3
Summit Sports & Ice Complex	Dimondale, MI	36.4	39.3	39.6	39.8
Community First Champion Center	Appleton, WI	38.7	40.0	39.5	40.0
Jacksonville Ice & Sportsplex	Jacksonville, FL	37.8	39.0	40.3	40.0
Brownstown Sports Center	Trenton, MI	38.4	40.0	40.2	40.0
Rocky Top Sports World	Gatlinburg, TN	44.8	44.2	43.0	42.5
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>38.1</b>	<b>38.4</b>	<b>38.8</b>	<b>38.7</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>38.3</b>	<b>37.9</b>	<b>38.5</b>	<b>38.7</b>
<b>Rank (Out of 22)</b>		<b>8</b>	<b>13</b>	<b>6</b>	<b>10</b>

Note: Sorted in ascending order by 180-Minute Drive Median Age.  
 Source: Esri.

### Youth (Under the Age of 18)

The following table compares the population under the age of 18 within each target market for the proposed indoor fieldhouse to that for the profiled comparable facilities as this age demographic is a popular target market for participants in sports tournaments/competitions. As shown, population under the age of 18 within the proposed indoor fieldhouse's 30- and 60-minute target market areas ranks low relative to that for the profiled comparable facilities while the youth population within the 120- and 180-minute drive time ranks in the top half.

Comparable Indoor Facilities - Population Under the Age of 18 - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Ice World	Abingdon, MD	156,143	747,881	3,686,993	6,071,926
Round Rock Sports Center	Round Rock, TX	320,181	650,912	1,414,769	4,474,045
Adventist HealthCare Fieldhouse	Boyd's, MD	146,728	1,028,743	2,360,058	4,173,697
Seven Bridges Ice Arena	Woodridge, IL	526,034	1,946,414	2,863,061	4,009,602
Brownstown Sports Center	Brownstown Township, MI	320,980	1,011,685	1,680,405	3,434,910
LakePoint Champions Center	Emerson, GA	184,122	830,309	1,941,639	3,148,497
Summit Sports & Ice Complex	Dimondale, MI	93,725	361,981	2,184,184	2,870,385
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>30,527</b>	<b>96,112</b>	<b>1,513,638</b>	<b>2,832,956</b>
Finley Center	Birmingham, AL	139,173	287,023	743,662	2,445,858
Jacksonville Ice & Sportsplex	Jacksonville, FL	253,739	375,153	751,239	1,815,782
Boo Williams Sportsplex	Hampton, VA	145,517	377,478	748,638	1,593,609
Community First Champion Center	Appleton, WI	97,944	208,800	802,085	1,534,656
Cape Girardeau SportsPlex	Cape Girardeau, MO	21,157	57,995	598,480	1,503,224
Bloomington Ice Garden	Bloomington, MN	460,659	828,650	1,140,669	1,419,555
Sports Pavilion Lawrence	Lawrence, KS	55,091	452,775	730,466	1,221,470
Rocky Top Sports World	Gatlinburg, TN	5,110	35,744	407,196	1,138,627
Myrtle Beach Sports Center	Myrtle Beach, SC	50,786	88,171	350,469	1,105,152
Virginia Beach Field House	Virginia Beach, VA	202,753	347,007	564,708	1,052,417
Salina Fieldhouse	Salina, KS	17,115	57,074	338,480	1,020,114
Foley Event Center	Foley, AL	27,062	147,042	392,143	762,055
Scheels Iceplex	Sioux Falls, SD	66,455	100,861	230,294	619,985
Larson Ice Center	Brookings, SD	9,157	88,275	189,597	423,760
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>157,125</b>	<b>477,618</b>	<b>1,148,535</b>	<b>2,182,825</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>139,173</b>	<b>361,981</b>	<b>748,638</b>	<b>1,534,656</b>
<b>Rank (Out of 22)</b>		<b>17</b>	<b>17</b>	<b>7</b>	<b>8</b>

Note: Sorted in descending order by 180-Minute Drive Population  
 Source: Esri.



## Household Income/Spending

As shown in the table below, all the drive time markets for the proposed indoor fieldhouse have a relatively high median household income compared to the profiled comparable facilities. The median household income in the 30- and 60- minute drive time markets for the proposed indoor fieldhouse ranks second among all profiled comparable facilities and first in the 120- and 180-minute drive time markets.

Comparable Indoor Facilities - Median Household Income - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>\$84,768</b>	<b>\$97,813</b>	<b>\$93,386</b>	<b>\$83,641</b>
Ice World	Abingdon, MD	\$67,187	\$75,619	\$78,344	\$77,347
Adventist HealthCare Fieldhouse	Boyd's, MD	\$108,691	\$103,490	\$86,995	\$76,032
Boo Williams Sportsplex	Hampton, VA	\$59,916	\$65,868	\$64,695	\$72,251
Bloomington Ice Garden	Minneapolis, MN	\$76,330	\$78,924	\$73,765	\$68,223
Seven Bridges Ice Arena	Woodridge, IL	\$82,418	\$70,531	\$65,499	\$63,221
Community First Champion Center	Appleton, WI	\$62,752	\$60,851	\$59,042	\$63,066
Round Rock Sports Center	Round Rock, TX	\$77,702	\$71,467	\$60,876	\$61,914
Virginia Beach Field House	Virginia Beach, VA	\$66,908	\$64,705	\$60,564	\$61,023
Scheels Iceplex	Sioux Falls, SD	\$64,147	\$59,839	\$56,989	\$58,927
Larson Ice Center	Brookings, SD	\$56,584	\$60,795	\$56,663	\$57,718
Salina Fieldhouse	Salina, KS	\$51,581	\$51,669	\$53,119	\$57,509
Brownstown Sports Center	Trenton, MI	\$45,582	\$57,669	\$56,522	\$56,374
Sports Pavilion Lawrence	Lawrence, KS	\$53,846	\$61,536	\$59,463	\$56,370
LakePoint Champions Center	Emerson, GA	\$74,617	\$66,140	\$60,370	\$56,244
Summit Sports & Ice Complex	Dimondale, MI	\$57,492	\$58,245	\$56,677	\$55,634
Finley Center	Birmingham, AL	\$57,433	\$54,371	\$50,391	\$54,359
Cape Girardeau SportsPlex	Cape Girardeau, MS	\$50,861	\$44,829	\$52,622	\$52,863
Jacksonville Ice & Sportsplex	Jacksonville, FL	\$57,216	\$58,249	\$52,426	\$52,284
Myrtle Beach Sports Center	Myrtle Beach, SC	\$46,807	\$46,414	\$47,155	\$50,347
Foley Event Center	Foley, AL	\$54,868	\$49,676	\$52,054	\$49,232
Rocky Top Sports World	Gatlinburg, TN	\$45,774	\$47,614	\$49,089	\$47,019
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>\$62,796</b>	<b>\$62,310</b>	<b>\$59,682</b>	<b>\$59,427</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>\$57,492</b>	<b>\$60,795</b>	<b>\$56,989</b>	<b>\$57,509</b>
<b>Rank (Out of 22)</b>		<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>

Note: Sorted in descending order by 180-Minute Drive Median Household Income.  
Source: Esri.

Consistent with median household income, the average annual spending on entertainment/recreation in households within the 30- and 60-minute drive times ranks second while annual spending ranks first within the 120- and 180-minute drive time markets.

Comparable Indoor Facilities - Average Household Spending on Entertainment/Recreation - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
<b>Proposed Indoor Fieldhouse</b>	<b>St. Mary's County, MD</b>	<b>\$4,068</b>	<b>\$4,448</b>	<b>\$4,658</b>	<b>\$4,244</b>
Ice World	Abingdon, MD	\$3,309	\$3,755	\$4,022	\$4,006
Adventist HealthCare Fieldhouse	Boyd's, MD	\$5,406	\$5,104	\$4,386	\$3,917
Boo Williams Sportsplex	Hampton, VA	\$2,923	\$3,224	\$3,266	\$3,720
Bloomington Ice Garden	Minneapolis, MN	\$3,877	\$3,878	\$3,656	\$3,506
Round Rock Sports Center	Round Rock, TX	\$3,877	\$3,630	\$3,212	\$3,319
Community First Champion Center	Appleton, WI	\$3,074	\$3,006	\$3,010	\$3,319
Seven Bridges Ice Arena	Woodridge, IL	\$3,997	\$3,641	\$3,419	\$3,303
Virginia Beach Field House	Virginia Beach, VA	\$3,272	\$3,151	\$3,051	\$3,168
Scheels Iceplex	Sioux Falls, SD	\$3,085	\$3,027	\$3,009	\$3,085
LakePoint Champions Center	Emerson, GA	\$3,568	\$3,590	\$3,251	\$3,051
Larson Ice Center	Brookings, SD	\$2,954	\$3,058	\$2,990	\$3,035
Salina Fieldhouse	Salina, KS	\$2,615	\$2,632	\$2,705	\$3,006
Finley Center	Birmingham, AL	\$3,248	\$2,933	\$2,718	\$2,979
Brownstown Sports Center	Trenton, MI	\$2,400	\$3,129	\$3,019	\$2,972
Sports Pavilion Lawrence	Lawrence, KS	\$2,677	\$3,204	\$3,092	\$2,943
Summit Sports & Ice Complex	Dimondale, MI	\$2,897	\$3,014	\$3,007	\$2,929
Cape Girardeau SportsPlex	Cape Girardeau, MS	\$2,442	\$2,367	\$2,891	\$2,821
Jacksonville Ice & Sportsplex	Jacksonville, FL	\$2,973	\$2,992	\$2,774	\$2,775
Myrtle Beach Sports Center	Myrtle Beach, SC	\$2,537	\$2,525	\$2,688	\$2,681
Foley Event Center	Foley, AL	\$2,844	\$2,605	\$2,696	\$2,625
Rocky Top Sports World	Gatlinburg, TN	\$2,413	\$2,431	\$2,674	\$2,605
<b>Average (excludes Proposed Indoor Fieldhouse)</b>		<b>\$3,161</b>	<b>\$3,186</b>	<b>\$3,121</b>	<b>\$3,132</b>
<b>Median (excludes Proposed Indoor Fieldhouse)</b>		<b>\$2,973</b>	<b>\$3,058</b>	<b>\$3,010</b>	<b>\$3,035</b>
<b>Rank (Out of 22)</b>		<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>

Note: Sorted in descending order by 180-Minute Drive average household spending on entertainment/recreation.  
Source: Esri.

## 5. SPORTS PARTICIPATION TRENDS & POTENTIAL DEMAND GENERATORS

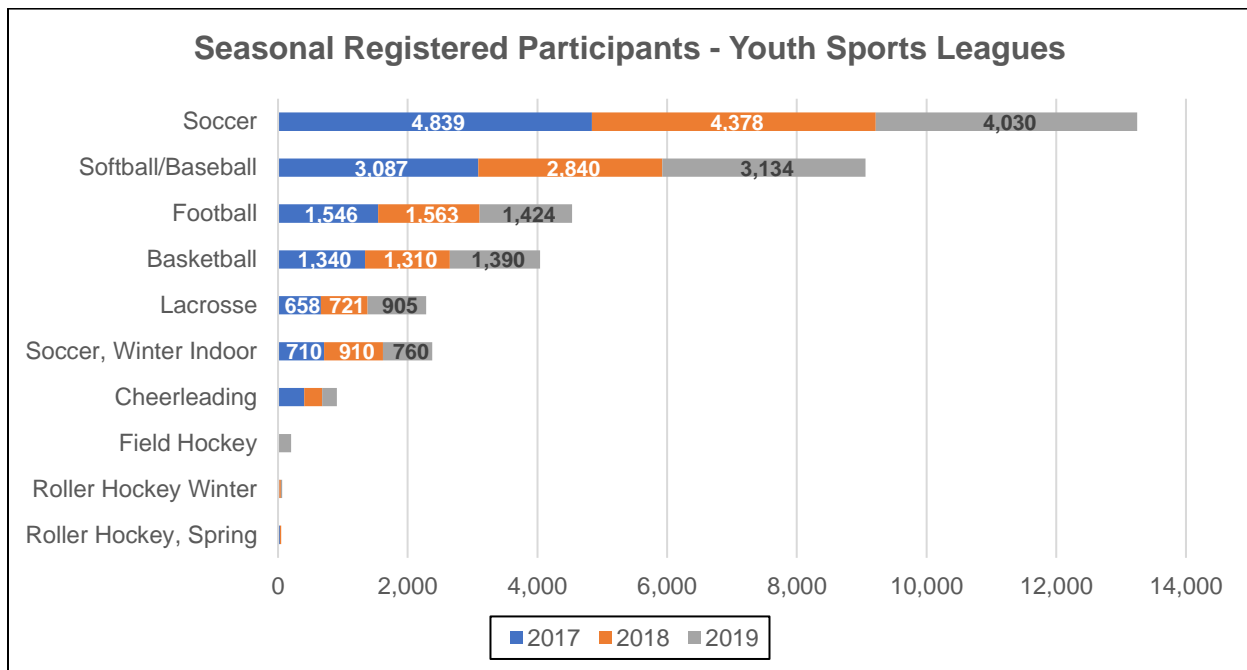


## OVERVIEW

Potential demand associated with any sports facility is somewhat dependent on the attributes of the industry as well as specific target market segments. This section outlines local and national sports participation trends as well as input from potential demand generators at the proposed new sports complex in St. Mary's County.

## LOCAL SPORTS PARTICIPATION TRENDS

Based on information provided by the St. Mary's County Department of Recreation & Parks, the following chart summarizes seasonal registered participants for youth sports leagues held in the County for the last three years. This data includes statistics from both Recreation & Parks sponsored and volunteer youth sports leagues.



Source: St. Mary's County Department of Recreation & Parks Youth Participation and Facility Use Report.

In 2019, there were approximately 12,000 total youth participants including recreational and independent travel teams. Soccer had the highest number of participants during the profiled three-year period, followed by softball/baseball, football and basketball. Participation in lacrosse has been trending upward and field hockey began play in 2019.

There were also more than 400 registered participants at summer youth sports camps. In 2019, the County also provided indoor and outdoor facilities for more than 4,000 adult participants in over 270 teams.

There is an agreement between volunteer youth sports leagues and St. Mary's County Department of Recreation & Parks which is administered by volunteer boards. The leagues are responsible for all financial operations and administer their funds through league bank accounts. Funding is provided through registration fees, fundraisers and sponsorships. The St. Mary's County Department of Recreation & Parks assists the leagues by providing safe playing fields/courts, game and practice scheduling and coaches training and certification.

Consistent with broader industry trends, there has been an increase in the number of travel teams in multiple sports in the County where participants have a higher skill set and require a higher level of playing surface. Most of the sports leagues no longer have defined seasons and utilize fields space throughout the year for their activities including practices. In terms of outdoor sports, County representatives indicated that this increased playing time is resulting in field shortages as well as wear and tear on the fields.

Youth programs primarily use a combination of County-owned parks/recreation centers, elementary, middle and high schools and private fields. Some teams have also used facilities at the College of St. Mary's Leonardtown Campus as well as facilities outside the County. Several sports utilize both indoor and outdoor facilities throughout the year.

As it relates to the proposed new sports complex, local usage (i.e. camps, clinics, leagues, etc.) is critical in maximizing utilization as well as revenue generation. Many tournaments are hosted on weekend dates, while local sports activity can be a strong source of programming during weekdays. Based on historical data, combined with existing field availability and conditions, it appears that there is an active local base of participants for the proposed new sports complex (both outdoor and indoor sports) to have programming beyond tournament activity. Further, existing travel teams in the County provide a base of local participants for tournament activity at the proposed new sports complex.

## **NATIONAL SPORTS PARTICIPATION TRENDS**

The competitive youth and adult amateur sports industry continues to be a significant market opportunity with multiple sports, age groups and demand segments. Demand for sports tourism events is typically less impacted by economic fluctuations as participants and family/friends are willing to travel significant distances for their preferred sport. In recent years, more communities are developing stand-alone sports tourism-focused facilities to accommodate multiple games/competitions due to their value as a tourism generator. Research indicates that it is important for successful destinations to have a strong volunteer base and elite level leagues to support and promote tournament activity that generates overnight stays.

Generally, sports participation rates are an indicator of demand for sports facilities. Typically, as participation increases, so does the demand for sports facilities. As such, the following pages profile trends in the annual number of participants in various outdoor sports and the frequency of participation. It also includes data for individual sports or activities by geographic region and market size, as well as distribution by age and household income.

Data used in this analysis was obtained from Sports Business Research Network (SBRnet), a leading provider of sports marketing research in the United States. SBRnet offers an all-encompassing perspective on 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. The source of the data is the recent Sports Participation in the United States study which is an online survey conducted by the National Sporting Goods Association (NSGA). The study results are based on approximately 34,000 individuals who are ages 7 and older. To ensure responses were representative of the U.S., the data was weighted to represent the demographic composition of the U.S. based on the following characteristics: state of residence, household income, population density and presence of children in the household.

As it relates to the sports included in this analysis, a participant is defined as an individual seven years of age or older who participates in a sport/activity more than once per year. The definition of “frequent” participants varies for each sport and is noted by sport in the following tables.

## Participation Trends in Outdoor Sports

For purposes of this analysis, the following focuses on statistics related to sports that are potential users of the proposed multi-field outdoor sports complex including sports such as soccer; baseball; softball; touch, tackle and flag football; and lacrosse. Similar data on other sports such as rugby was not available.

### Total and Frequent Participation Rates

Soccer, baseball and softball, respectively, had the highest total participation in 2018. Tackle football had the highest frequent participation rate in 2018, followed by soccer, baseball, softball, lacrosse, flag football and touch football, respectively. Overall, total and frequent participation within the profiled sports remained relatively consistent during the profiled period.

Summary of Total and Frequent Participation - Outdoor Sports and Recreation (000s)					
Sport	2014	2015	2016	2017	2018
Soccer - Total	13,444	14,112	14,053	14,320	13,801
Soccer - Frequent	4,106	3,571	3,429	3,833	3,912
% Frequent (40+ days/year)	31%	25%	24%	27%	28%
Baseball - Total	11,335	11,786	12,179	12,100	12,138
Baseball - Frequent	2,951	2,079	2,232	2,559	2,334
% Frequent (50+ days/year)	26%	18%	18%	21%	19%
Softball - Total	9,501	9,751	9,634	9,783	9,708
Softball - Frequent	2,204	1,375	1,472	1,586	1,570
% Frequent (40+ days/year)	23%	14%	15%	16%	16%
Football (Touch) - Total	8,866	9,164	9,219	9,500	9,237
Football (Touch) - Frequent	676	589	655	551	495
% Frequent (50+ days/year)	8%	6%	7%	6%	5%
Football (Tackle) - Total	7,530	7,830	7,899	7,500	7,412
Football (Tackle) - Frequent	2,702	2,126	1,942	2,062	2,221
% Frequent (50+ days/year)	36%	27%	25%	27%	30%
Football (Flag) - Total	6,304	6,601	6,624	6,464	6,319
Football (Flag) - Frequent	476	656	645	328	469
% Frequent (50+ days/year)	8%	10%	10%	5%	7%
Lacrosse - Total	2,791	2,940	2,947	2,900	2,758
Lacrosse - Frequent	480	522	323	372	311
% Frequent (60+ days/year)	17%	18%	11%	13%	11%
<b>Total</b>	<b>59,771</b>	<b>62,184</b>	<b>62,555</b>	<b>62,567</b>	<b>61,373</b>
<b>Frequent</b>	<b>13,595</b>	<b>10,918</b>	<b>10,698</b>	<b>11,291</b>	<b>11,312</b>
<b>% Frequent</b>	<b>23%</b>	<b>18%</b>	<b>17%</b>	<b>18%</b>	<b>18%</b>

Note: Sorted in descending order by 2018 total participation.

Source: Sports Business Research Network.



## Participation by Geographic Region

The table below provides an overview of the percentage of total sports participants in each of the geographic regions within the U.S. in 2018. Sports Business Research Network classifies Maryland within the South Atlantic region, which had the highest number of soccer, softball, touch football, tackle football, flag football and lacrosse participants compared to other regions. As such, these sports offer an opportunity for programming at the proposed multi-field outdoor complex. Within the South Atlantic region, baseball had the lowest percentage of total sports participants which suggests there may be less opportunity for programming related to this sport.

2018 Outdoor Sports Participation by Geographic Region (% of Participants)							
Geographic Region	Soccer	Baseball	Softball	Football-Touch	Football-Tackle	Football-Flag	Lacrosse
New England	4.9%	5.7%	7.9%	5.4%	4.5%	4.5%	2.7%
Middle Atlantic	8.5%	15.8%	11.5%	10.7%	10.5%	11.7%	7.5%
East North Central	13.2%	16.1%	15.8%	20.6%	16.9%	7.8%	16.6%
West North Central	7.1%	5.1%	6.3%	6.2%	9.0%	5.9%	13.7%
<b>South Atlantic</b>	<b>23.0%</b>	<b>15.1%</b>	<b>19.1%</b>	<b>24.5%</b>	<b>24.9%</b>	<b>22.6%</b>	<b>27.1%</b>
East South Central	4.1%	5.8%	4.8%	4.7%	3.5%	4.7%	2.4%
West South Central	11.8%	9.7%	9.7%	6.6%	13.0%	11.9%	9.7%
Mountain	7.0%	7.6%	7.0%	7.5%	7.2%	10.5%	7.1%
Pacific	20.4%	19.1%	17.9%	13.7%	10.5%	20.3%	13.1%

Note: Sports Business Research Network classifies Maryland into the South Atlantic Region.

Source: Sports Business Research Network.

## Participation by Market Size

Relative to the profiled outdoor sports, markets similar in size to the California-Lexington Park MSA had the highest portion of their population participating in tackle football in 2018.

2018 Outdoor Sport Participation by Market Size (% of Participants)							
Market Size	Soccer	Baseball	Softball	Football (Touch)	Football (Tackle)	Football (Flag)	Lacrosse
Non-MSA & MSA < 100,000	10.9%	13.2%	11.9%	13.0%	15.2%	10.6%	8.8%
<b>100,000 - 499,999</b>	<b>11.9%</b>	<b>13.0%</b>	<b>15.2%</b>	<b>15.8%</b>	<b>20.1%</b>	<b>17.4%</b>	<b>16.0%</b>
500,000 - 1,999,999	18.6%	17.0%	19.2%	23.4%	16.3%	24.2%	16.6%
2,000,000 +	58.6%	56.8%	53.7%	47.8%	48.4%	47.8%	58.7%

Note: Shading represents the market size of the California-Lexington Park MSA.

Source: Sports Business Research Network.

## Participation by Age

For the profiled outdoor sports, tackle football had the greatest percentage of players under the age of 18 (56.4%) in 2018, followed by lacrosse (53.7%).

2018 Outdoor Sport Participation by Age Group (% of Participants)							
Age Group	Soccer	Baseball	Softball	Football (Touch)	Football (Tackle)	Football (Flag)	Lacrosse
7-11	28.5%	23.0%	16.8%	19.3%	15.8%	27.4%	17.6%
12-17	23.2%	23.8%	23.0%	23.6%	40.6%	23.2%	36.1%
18-24	13.9%	10.2%	9.1%	12.8%	17.4%	13.0%	14.8%
25-34	17.9%	17.5%	16.7%	21.1%	14.1%	19.8%	15.8%
35-44	11.4%	13.7%	12.1%	11.3%	9.8%	9.9%	7.3%
45-54	3.5%	6.8%	11.6%	7.5%	1.7%	6.0%	6.8%
55-64	1.4%	3.7%	7.2%	3.6%	0.6%	0.7%	1.6%
65-74	0.3%	1.3%	3.4%	0.8%	0.0%	0.0%	0.0%
75+	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>Total Under 18 Years Old</b>	<b>51.7%</b>	<b>46.8%</b>	<b>39.8%</b>	<b>42.9%</b>	<b>56.4%</b>	<b>50.6%</b>	<b>53.7%</b>

Source: Sports Business Research Network.



## Participation by Household Income

For informational purposes, the following table provides an overview of indoor participation by household income in 2018.

2018 Outdoor Sports Participation by Household Income (% of Participants)							
Household Income	Soccer	Baseball	Softball	Football-Touch	Football-Tackle	Football-Flag	Lacrosse
Under \$15,000	4.0%	4.5%	3.6%	7.5%	7.4%	2.8%	2.5%
\$15,000 - \$24,999	4.7%	3.9%	4.8%	4.9%	5.9%	6.5%	0.8%
\$25,000 - \$34,999	5.5%	7.5%	4.5%	10.2%	14.5%	12.4%	5.9%
\$35,000 - \$49,999	7.9%	9.8%	9.6%	6.7%	8.5%	10.4%	4.6%
\$50,000 - \$74,999	18.5%	15.5%	14.9%	24.0%	23.9%	18.0%	20.2%
\$75,000 +	59.4%	58.7%	62.7%	46.7%	39.8%	49.9%	65.9%

Source: Sports Business Research Network.

## Potential Sports Participants

One measure to estimate potential demand for the proposed multi-field outdoor complex is to extrapolate the national frequent sports participation rates to the previously presented population statistics for the potential target market areas. As previously mentioned, industry research indicates that many sports participants are willing to drive three or more hours to compete in regional and national tournaments.

The following table illustrates the estimated outdoor sports participants by age group using the previously described methodology.

Potential Outdoor Sports Participants - Frequent												
Sport	Ages 7-17				Age 18+				All Ages			
	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Soccer	776	2,581	43,477	80,621	725	2,411	40,618	75,319	1,501	4,992	84,095	155,940
Baseball	409	1,363	22,958	42,572	466	1,549	26,098	48,393	875	2,912	49,056	90,965
Softball	249	827	13,946	25,860	376	1,252	21,094	39,115	625	2,079	35,040	64,975
Football (Touch)	54	178	3,007	5,575	71	238	4,002	7,420	125	416	7,009	12,995
Football (Tackle)	493	1,642	27,668	51,304	382	1,270	21,388	39,661	875	2,912	49,056	90,965
Football-Flag	63	211	3,546	6,576	62	206	3,462	6,420	125	417	7,008	12,996
Lacrosse	67	223	3,763	6,978	58	193	3,245	6,017	125	416	7,008	12,995
<b>Total</b>	<b>2,111</b>	<b>7,025</b>	<b>118,365</b>	<b>219,486</b>	<b>2,140</b>	<b>7,119</b>	<b>119,907</b>	<b>222,345</b>	<b>4,251</b>	<b>14,144</b>	<b>238,272</b>	<b>441,831</b>

Source: Sports Business Research Network.

When considering potential sports participants of all ages, it is estimated that there are 441,831 frequent participants within a 180-minute drive time. Soccer has the highest number of potential sports participants within each of the target markets.

## Participation Trends in Indoor Sports

For purposes of this analysis, the following focuses on statistics related to sports that are likely users of the proposed indoor fieldhouse including basketball, volleyball, cheerleading, gymnastics, martial arts, table tennis, ice hockey, archery and wrestling. Similar data on various other sports was not available.

## Total and Frequent Participation

Basketball had the highest total participation in 2018, followed by table tennis then volleyball. In 2018, volleyball had the highest frequent participation rate, followed by gymnastics then ice hockey. Overall, total participation within the profiled sports has remained relatively consistent over the last five years. Frequent participation experienced a 14% decline from 2014 to 2015 and then remained relatively consistent.

Summary of Total and Frequent Participation - Indoor Sports and Recreation (000s)					
Sport	2014	2015	2016	2017	2018
Basketball - Total	23,709	24,812	24,762	24,600	24,864
Basketball - Frequent	5,289	4,918	4,682	4,724	5,102
% Frequent (50+ days/year)	22%	20%	19%	19%	21%
Table Tennis - Total	9,901	10,498	10,242	10,200	10,290
Table Tennis - Frequent	2,194	2,002	1,750	1,737	1,832
% Frequent (20+ days/year)	22%	19%	17%	17%	18%
Volleyball - Total	10,171	10,699	10,697	10,500	10,083
Volleyball - Frequent	3,897	3,270	3,131	3,427	3,438
% Frequent (20+ days/year)	38%	31%	29%	33%	34%
Archery - Total	8,306	8,353	8,311	7,989	7,740
Archery - Frequent	1,714	1,073	1,399	1,054	900
% Frequent(30+ days/year)	21%	13%	17%	13%	12%
Gymnastics - Total	5,448	5,769	6,115	6,020	6,028
Gymnastics - Frequent	1,900	1,691	1,699	1,700	1,627
% Frequent (40+ days/year)	35%	29%	28%	28%	27%
Martial Arts - Total	6,268	6,584	6,235	6,000	5,996
Martial Arts - Frequent	2,267	1,513	1,403	1,435	1,440
% Frequent (80+ days/year)	36%	23%	23%	24%	24%
Cheerleading - Total	3,647	3,739	3,709	3,500	3,584
Cheerleading - Frequent	710	824	727	726	741
% Frequent (70+ days/year)	19%	22%	20%	21%	21%
Ice Hockey - Total	3,359	3,336	3,366	3,278	3,320
Ice Hockey - Frequent	943	978	870	795	857
% Frequent (30+ days/year)	28%	29%	26%	24%	26%
Wrestling - Total	2,864	3,045	2,984	3,200	3,236
Wrestling - Frequent	605	546	416	445	467
% Frequent (50+ days/year)	21%	18%	14%	14%	14%
<b>Total</b>	<b>73,673</b>	<b>76,835</b>	<b>76,421</b>	<b>75,287</b>	<b>75,141</b>
<b>Frequent</b>	<b>19,519</b>	<b>16,815</b>	<b>16,077</b>	<b>16,043</b>	<b>16,404</b>
<b>% Frequent</b>	<b>26%</b>	<b>22%</b>	<b>21%</b>	<b>21%</b>	<b>22%</b>

Notes: Martial Arts includes MMA and Tae Kw on Do.

Sorted in descending order by 2018 total participation.

Source: Sports Business Research Network.

## Participation by Geographic Region

The following table provides an overview of the percentage of total sports participants in each of the geographic regions within the U.S. in 2018.

The South Atlantic region (which includes Maryland) had the highest percentage of basketball, cheerleading, martial arts, wrestling, table tennis and archery participants compared to other regions. The South Atlantic region had the second highest percentage of gymnastics and ice hockey participants and third highest percentage of volleyball participants. Given that the profiled sports have a strong base of participants within the South Atlantic region, these sports represent programming opportunities for the proposed indoor fieldhouse.

2018 Indoor Sports Participation by Geographic Region (% of Participants)									
Geographic Region	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling	Table Tennis	Archery	Ice Hockey
New England	4.0%	4.8%	6.7%	6.6%	3.7%	2.1%	4.8%	4.8%	6.9%
Middle Atlantic	12.4%	12.4%	17.2%	12.3%	10.4%	17.9%	12.0%	12.6%	16.5%
East North Central	15.7%	16.5%	14.1%	12.0%	17.7%	14.0%	13.1%	16.2%	9.0%
West North Central	6.2%	9.5%	5.3%	5.3%	8.0%	10.8%	4.9%	10.8%	16.1%
<b>South Atlantic</b>	<b>20.2%</b>	<b>24.6%</b>	<b>16.9%</b>	<b>19.7%</b>	<b>16.3%</b>	<b>20.5%</b>	<b>19.0%</b>	<b>17.6%</b>	<b>16.1%</b>
East South Central	5.4%	5.6%	7.3%	4.6%	4.7%	2.5%	5.6%	6.4%	0.0%
West South Central	10.9%	8.6%	15.0%	15.8%	14.3%	6.3%	14.9%	9.7%	12.2%
Mountain	9.0%	9.5%	7.0%	9.6%	6.5%	6.8%	8.4%	9.8%	7.5%
Pacific	16.2%	8.4%	10.4%	14.2%	18.4%	19.0%	17.3%	12.2%	15.7%

Note: Sports Business Research Network classifies Maryland into the South Atlantic Region.

Source: Sports Business Research Network.

### Participation by Market Size

Relative to the profiled indoor sports, markets similar in size to the California-Lexington Park MSA had the highest portion of their population participating in cheerleading followed by wrestling and archery; table tennis; gymnastics; volleyball; martial arts; basketball and ice hockey, respectively, in 2018.

2018 Indoor Sport Participation by Market Size (% of Participants)									
Market Size	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling	Table Tennis	Archery	Ice Hockey
Non-MSA & MSA < 100,000	12.2%	12.6%	11.0%	10.5%	16.1%	12.2%	11.5%	17.6%	6.7%
<b>100,000 - 499,999</b>	<b>13.1%</b>	<b>20.3%</b>	<b>15.3%</b>	<b>14.1%</b>	<b>14.3%</b>	<b>17.1%</b>	<b>16.9%</b>	<b>17.1%</b>	<b>8.5%</b>
500,000 - 1,999,999	22.3%	18.4%	19.2%	17.9%	17.3%	11.4%	22.3%	21.5%	18.6%
2,000,000 +	52.3%	48.7%	54.5%	57.5%	52.3%	59.3%	49.3%	43.8%	66.2%

Note: Shading represents the market size of the California-Lexington Park MSA.

Source: Sports Business Research Network.

### Participation by Age

For the profiled indoor sports, cheerleading had the greatest percentage of players under the age of 18 (70.6%) followed by gymnastics (59.5%) in 2018.

2018 Indoor Sport Participation by Total Age Group (% of Participants)									
Age Group	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling	Table Tennis	Archery	Ice Hockey
7-11	14.4%	34.5%	38.6%	18.9%	14.7%	18.6%	7.3%	15.5%	16.8%
12-17	21.1%	36.1%	20.9%	13.8%	26.3%	29.7%	12.9%	19.9%	19.3%
18-24	17.1%	11.7%	10.6%	15.3%	15.3%	16.1%	17.2%	13.8%	15.9%
25-34	18.6%	10.3%	13.3%	19.0%	18.8%	20.4%	18.2%	16.9%	23.3%
35-44	16.1%	4.7%	5.1%	14.8%	12.2%	8.5%	14.9%	12.2%	13.4%
45-54	6.9%	2.5%	4.2%	9.3%	7.9%	5.7%	10.8%	10.8%	6.5%
55-64	4.1%	0.0%	3.9%	5.8%	3.4%	1.0%	10.8%	7.1%	4.8%
65-74	1.7%	0.0%	2.9%	3.2%	1.4%	0.0%	6.5%	3.6%	0.0%
75+	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%	1.4%	0.3%	0.0%
<b>Total Under 18 Years Old</b>	<b>35.5%</b>	<b>70.6%</b>	<b>59.5%</b>	<b>32.7%</b>	<b>41.0%</b>	<b>48.3%</b>	<b>20.2%</b>	<b>35.4%</b>	<b>36.1%</b>

Source: Sports Business Research Network.

### Participation by Household Income

As a point of reference, the following table provides an overview of indoor sports participation by household income in 2018.

2018 Indoor Sports Participation by Household Income (% of Participants)									
Household Income	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling	Table Tennis	Archery	Ice Hockey
Under \$15,000	8.2%	9.8%	7.8%	7.2%	4.1%	8.8%	6.0%	5.8%	1.4%
\$15,000 - \$24,999	6.1%	7.6%	6.5%	8.4%	8.2%	4.4%	6.2%	8.6%	3.0%
\$25,000 - \$34,999	8.5%	6.0%	6.1%	5.6%	7.6%	6.4%	6.3%	5.2%	3.2%
\$35,000 - \$49,999	12.2%	4.6%	7.5%	10.6%	10.0%	12.7%	10.9%	13.4%	1.5%
\$50,000 - \$74,999	18.3%	16.1%	16.6%	19.6%	18.3%	23.9%	17.5%	21.1%	18.1%
\$75,000 +	46.6%	55.8%	55.5%	48.5%	51.8%	43.8%	53.1%	46.0%	72.9%

Source: Sports Business Research Network.

## Potential Sports Participants

As with the proposed multi-field outdoor complex, one measure to estimate potential demand for the proposed indoor fieldhouse is to extrapolate the national frequent sports participation rates to the previously presented population statistics for the potential target market areas. The following table illustrates the estimated sports participants by age group for indoor sports using the above methodology.

Potential Indoor Sports Participants - Frequent													
Sport	Ages 7 - 17				Age 18 +				All Ages				
	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	
Basketball	666	2,216	37,317	69,198	1,209	4,025	67,802	125,727	1,875	6,241	105,119	194,925	
Cheerleading	176	587	9,896	18,349	74	245	4,121	7,641	250	832	14,017	25,990	
Gymnastics	372	1,238	20,848	38,660	253	842	14,191	26,315	625	2,080	35,039	64,975	
Martial Arts	164	544	9,166	16,997	337	1,120	18,866	34,983	501	1,664	28,032	51,980	
Volleyball	513	1,706	28,733	53,280	738	2,454	41,347	76,671	1,251	4,160	70,080	129,951	
Wrestling	60	201	3,384	6,277	65	215	3,623	6,718	125	416	7,007	12,995	
Table Tennis	152	504	8,494	15,750	599	1,992	33,554	62,220	751	2,496	42,048	77,970	
Archery	133	441	7,443	13,801	242	806	13,582	25,184	375	1,247	21,025	38,985	
Ice Hockey	135	451	7,590	14,073	240	797	13,434	24,911	375	1,248	21,024	38,984	
<b>Total</b>	<b>2,371</b>	<b>7,888</b>	<b>132,871</b>	<b>246,385</b>	<b>3,757</b>	<b>12,496</b>	<b>210,520</b>	<b>390,370</b>	<b>6,128</b>	<b>20,384</b>	<b>343,391</b>	<b>636,755</b>	

Source: Sports Business Research Network.

It is estimated that there are an estimated 636,755 frequent participants with the 180-minute drive time market. Basketball has the highest number of potential sports participants in each of the target markets, followed by volleyball.

## INPUT FROM POTENTIAL DEMAND GENERATORS

As previously mentioned, on-site interviews were conducted with multiple local sports groups as well as other key stakeholders and sports community leaders. In addition, a web-based, online survey was sent to approximately 200 individuals who organize local, regional, national and international sporting events. A total of 60 surveys were completed by individuals representing a variety of sports including, but not limited to, basketball, volleyball, wrestling, boxing, fencing, cheerleading/dance, gymnastics, baseball, softball, rugby, soccer, futsal, lacrosse, field hockey, track and field, ice hockey, special skating, curling, archery, table tennis and ultimate. Several respondents represent multiple sports and events that could potentially be hosted at the proposed new sports complex in St. Mary's County. As such, several respondents completed multiple surveys.

The goal of this outreach was to better understand the sports facility needs of the local user base as well as identify potential new market opportunities for the proposed new sports complex that may increase sports-related tourism to the County. The input obtained is not intended to be statistically valid but rather reflective of a representative sample of potential user groups.

The pages that follow summarize our outreach with potential user groups of the proposed new sports complex in St. Mary's County.

## **On-Site Input**

Input obtained during on-site meetings/interviews with various stakeholders and potential local user groups suggested strong demand for additional sports facilities in St. Mary's County. Stakeholders met with included, but not limited to, Visit St. Mary's, St. Mary's County Department of Economic Development, St. Mary's College of Maryland, St. Mary's Public Schools, College of Southern Maryland, St. Mary's Department of Recreation & Parks, and St. Mary's Recreation & Parks Advisory Board. Local user groups included community sports leaders representing a diverse set of leagues and sports including, but not limited to, softball, baseball, T-ball, ice hockey, lacrosse, field hockey, soccer, football, rugby and basketball. As previously mentioned, we also met with representatives of tennis organizations including St. Mary's County Tennis Association. However, assessing potential market demand for development of a new tennis facility was outside the purview of this study effort.

In general, local user groups stated that the existing supply of indoor and outdoor facilities does not meet demand and usage of existing outdoor facilities is maximized by current local play. Programs are limited by the supply and availability of fields/courts which negatively impacts the ability to accommodate new sports teams/events. Multiple stakeholders indicated that new facilities would enhance local activity and create the opportunity to attract tournaments/competitions and other activities that cannot currently be accommodated due to the condition of existing assets as well as space and/or date availability. The following provides more detailed input which is categorized by sport.

### Softball

Softball representatives indicated that they need more fields, specifically for adult league play and tournament use. Users indicated that most of the existing fields are privately owned and lack lights. According to multiple users, the development of four to seven additional fields with lights would help attract teams to the area and host larger tournaments as well as accommodate existing league play.

### Baseball/T-Ball

Baseball representatives suggested that there are only six "true" baseball fields in the County as most lack quality playing surfaces. One user identified the need for eight to nine new fields. The lack of fields in the southern region of the County results in participants and spectators driving approximately one hour for practices/games. Local users also indicated that there are challenges related to obtaining practice space in the County. Further, parking was identified as an issue at certain existing fields.

### Ice Hockey

Representatives of local ice hockey groups stated that hundreds of families from the County are driving 30 to 50 miles to the Capital Clubhouse three to five times a week in order to skate and play hockey. Users indicated that ice time is at a premium and young kids are having to practice early in the morning and late at night. Teams are currently sharing ice and organizations are facing challenges attracting and developing players. As a result of the lack of ice availability and long drive times, participants are leaving for other clubs or quitting the sport. Approximately 250-300 kids play hockey in Southern Maryland and users estimate additional ice would attract multi-age tournaments that would bring in 500 to 1,000 people during September through March.

Further, clubs are limited by existing facilities and would be able to expand their participation with an additional ice facility. Local users indicated the need for two sheets of ice. Sports organizers also commented that one year-round sheet and one seasonal sheet that could also serve as a court/turf area would be sufficient.

### Lacrosse

Lacrosse organizers noted that they face challenges obtaining practice space. The busy season for lacrosse is March through June. The supply of fields in the County is used by other sports, forcing users to use private field space. It was stated that the development of five additional fields with a combination of natural grass and turf would enhance local play as well as tournament play.

### Field Hockey

Field hockey organizers also expressed the need for both additional outdoor fields and indoor space. According to these users, the supply of facilities in the County is not suitable for tournament play due to size and/or condition. Local participants are currently leaving the County to play in tournaments on the weekends. These groups indicated a need for three fields (preferably turf) and two to four courts.

### Soccer

Local soccer groups indicated that they are limited in terms of practice and quality game space and that Chancellor's Run Park is the only tournament-ready facility in the County. According to sports organizers, a significant supply of additional fields with mostly turf, or an equal split of turf and natural grass, in one location is highly desired. Additional fields would create the opportunity to host tournament activity that cannot currently be hosted due to availability and quality of fields.

### Football

Although several users mentioned there is limited date availability to host tournaments at existing fields, most local football organizers did not express the need for new outdoor fields. Most users indicated the need for upgrades at existing outdoor facilities including restrooms, lighting, turf surfaces and parking. Representatives of flag football leagues expressed desire for indoor turf fields to increase participation year-round.

### Rugby

Local rugby clubs currently utilize existing County-owned facilities. Concerns were expressed related to travel distances between fields, field conditions and balancing field availability with various other sports groups in the County.

### Basketball

Local basketball groups are primarily utilizing local schools for practices and games. Local users expressed distance to indoor facilities and the size of available courts as challenges. Participants and families are driving outside of the County to participate in tournaments which is resulting in high expenses related to meals, hotels, etc. The summer adult league in the County utilizes outdoor facilities which results in cancellations due to weather. The winter league plays indoors and turns away spectators due to limited capacity. Users indicate that there is a strong opportunity to expand local league play and host tournaments in a centralized indoor facility with a minimum of six courts.



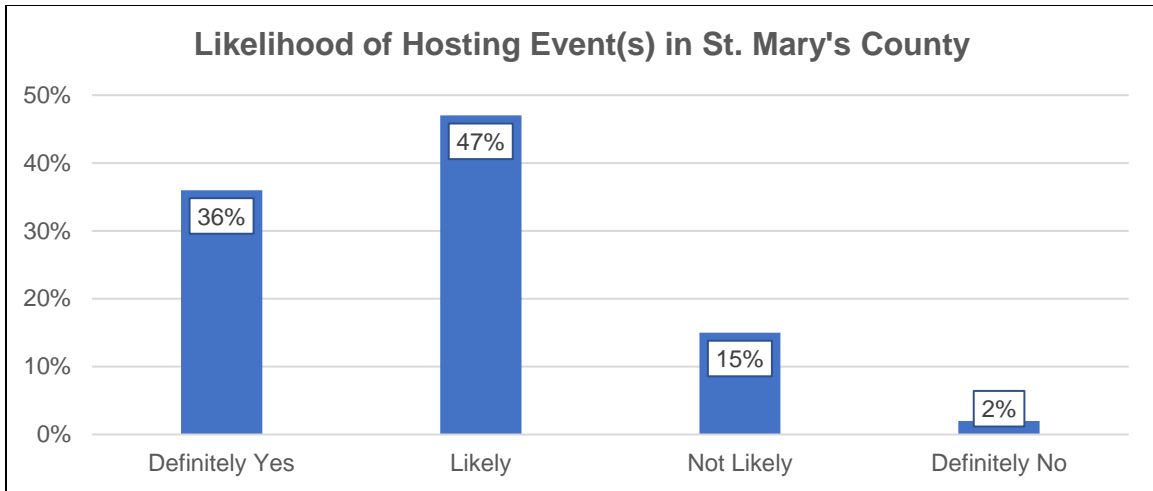
## Survey Responses

The following provides a representative list of organizations that provided input via online survey. It should be noted that several local organizations that provided input on-site also completed a survey. Additional off-site input was also obtained from organizations such as Maryland Sports.

301 Panthers Track and Field	Southern Maryland Rush
Capital Athletic Conference	Southern Maryland Sabres
Capital Rugby Union	Southern Maryland Senators
Charles County Elite Track & Field Club	Southern Maryland Youth Organization
Chesapeake Region Volleyball Association	Spirit Brands
Christian Basketball Association	Sport-11
Comets	St. Mary's County T-Ball Youth Organization
Cougars Elite Cheerleading	St. Mary's County Women's Softball League
DMVelite	St. Mary's Wrestling Club
Elite Tournaments	St. Mary's Youth Lacrosse Club
HoganLax	The American Legion
Interscholastic Athletic Associating of Maryland	Top of the Bay Lacrosse
Maryland Interscholastic Athletic Association	US Club Soccer
Maryland NASP Foundation	US Speedskating
Maryland Public Secondary School Athletic Association	US Sumo Federation
Maryland State Youth Soccer Association	USA Archery
Maryland Student Hockey League	USA Boxing
National Collegiate Table Tennis Association	USA Curling
National Travel Basketball Association	USA Fencing
National Wheelchair Basketball Association	USA Gymnastics
Nicolet Basketball Association	USA Gymnastics--Maryland/Women
Pax River Silver Stars	USA Hockey
Potomac Curling Club	USA Netball Association
Potomac Valley Amateur Hockey Association	USA Rugby
Premier 1 Events	USA Softball of Maryland DC Delaware
Southern Maryland Eliminators	USA Ultimate
Southern Maryland FastPitch Organization	USSSA East, Inc.

The following summarizes input from those organizations that completed a web-based survey. More than two-thirds (68%) of survey respondents have not held events in St. Mary's County. Several survey respondents who currently host recreational and elite/travel team league activity at area venues commented that their ability to host competitive sports tournaments and/or larger level competitions in St. Mary's County is limited due to the existing supply and quality of facilities and/or date availability.

When asked the likelihood of hosting their event(s) at the proposed new sports complex in St. Mary's County if it met their facility/program needs, 83% of survey respondents answered either "Definitely Yes" or "Likely".

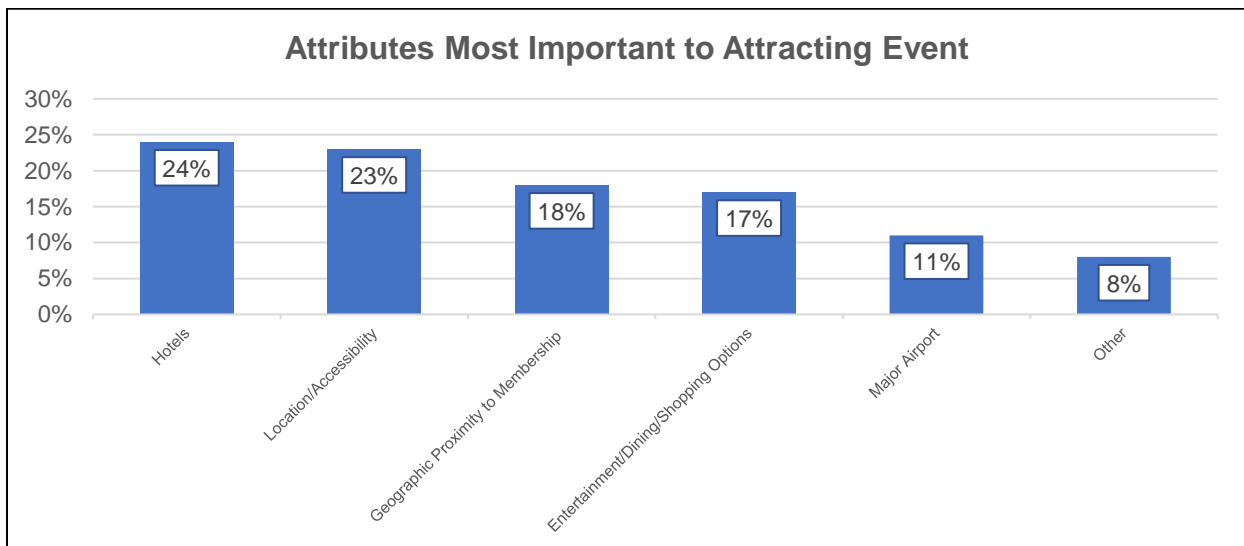


Survey respondents responding either “Not Likely” or “Definitely No” cited factors such as lack of centralized location within the State, inconvenient transportation access to the market area and distance to their membership base as challenges to hosting their event at a new sports facility in St. Mary’s County.

Survey respondents expressing an interest (defined as having answered “Definitely Yes” or “Likely”) in hosting their event(s) in St. Mary’s County were asked to provide further detail regarding their facility requirements and event attributes which is summarized on the pages that follow. Survey responses related to events local in scope were excluded as feedback from these organizations is included in the on-site input section.

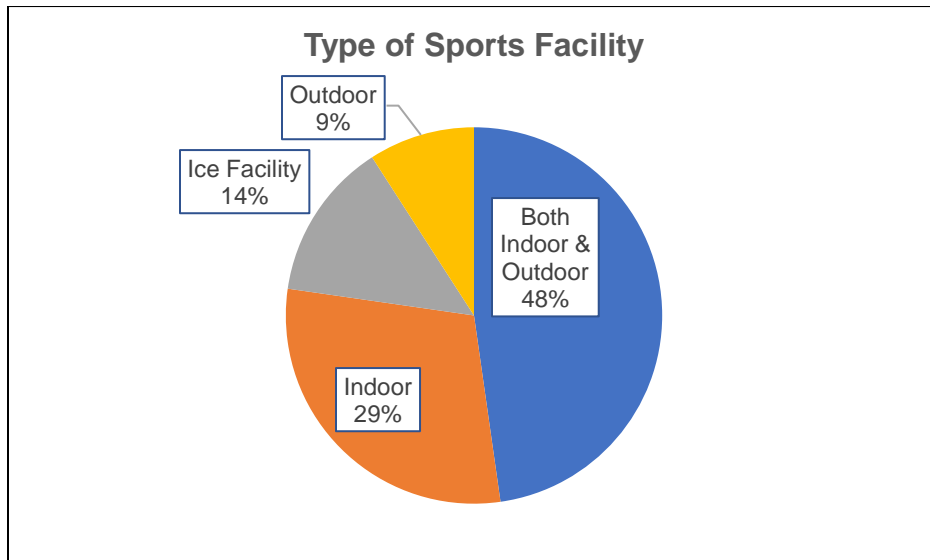
**Market Attributes**

Survey respondents ranked hotels and location/accessibility as most important attributes in attracting their event. Several sports organizers also noted that quality of facilities and affordability are important factors in their decision-making of where to host their event.



### Type of Facility

The following pie chart summarizes the type of sports facility where survey respondents host their event(s). Several respondents representing multiple sports and events indicated an interest in using more than one facility type depending on the event. Nearly half (48%) of survey respondents indicated that they host events such as archery, soccer, lacrosse, field hockey, rugby, netball, softball, baseball and ultimate at both indoor and outdoor sports facilities.



Most events (47%) that utilize both indoor and outdoor facilities are tournaments and 53% are regional (multi-state) in scope. Based on available information, survey responses that selected “both” were included in indoor and outdoor to better understand the facility requirements and event attributes associated with the event(s) that they would consider holding at a new sports complex in St. Mary’s County.

### Facility Requirements and Event Attributes

#### *Indoor Sporting Events*

On average, sports organizers representing indoor sports indicated that their events require a minimum of eight (8) regulation sized courts or approximately 50,000 square feet for competition areas depending on the event type. Although approximately 73% of total respondents indicated a willingness to use either a hardwood or sport court surface, several respondents representing regional and national/international basketball events require hardwood courts. Most (78%) respondents require spectator seating at their event which ranged from 175 to 2,000. Several event organizers indicated that bleacher seating would accommodate their event.

Respondents mentioned concessions (including healthy food options), restrooms, Wi-Fi access, breakout rooms, changing areas and adequate on-site parking as important program elements in attracting their event.

Less than half (44%) of indoor sports survey respondents indicated they are willing to use multiple facilities within close proximity. Of those willing to use multiple locations, the maximum distance between competition sites averaged 10 miles.

Most (71%) of survey respondents indicated that they would be interested in hosting tournaments at a potential new sports complex in St. Mary's County followed by elite/travel team leagues (19%). In terms of scope, most events (56%) are regional (multi-state) and 28% are national/international. The average event length is 2.5 days. On average, indoor sports events draw 500 participants and 700 spectators of which 57% are estimated to originate outside the State.

### *Outdoor Sporting Events*

On average, survey respondents representing outdoor sports indicated that their events require a minimum of eight rectangular fields of differing dimensions depending on the sport or seven to nine diamonds in one location to host their tournaments. There appeared to be more demand for softball diamonds compared to baseball diamonds. Rugby organizers indicated that they needed two to three fields to host their events.

Half (50%) of the respondents indicated that they require a combination of artificial turf and natural grass and 28% responded they require artificial turf. Most respondents (61%) indicated they are willing to use multiple facilities within close proximity to host their event.

Half (50%) of the respondents require spectator seating at their event which ranged from 250 to 7,500. Several events require a relatively moderate amount of seating per field which can be accommodated with bleachers.

Respondents cited concessions (including healthy food options), lighted fields, on-site parking, Wi-Fi access, restrooms and scoreboards as important program elements in attracting their event.

Approximately 57% of survey respondents indicated that they would be interested in hosting tournaments followed by elite/travel team leagues (18%) and camps/clinics (14%). More than half (56%) of the events are regional in scope and the remainder are evenly split between national/international and state. The average event length is 2.3 days. On average, outdoor sports events draw 1,400 participants and 1,300 spectators of which 60% are estimated to originate within Maryland.

### *Ice Events*

Sports organizers representing ice hockey require two sheets of ice to host their event with either NHL or Olympic dimensions. Curling and speedskating events required one sheet of ice, ideally Olympic-sized. Most (83%) respondents require spectator seating at their event which ranged from 500 to 1,200. In addition, most (67%) organizers of ice sporting events indicated a willingness to use multiple facilities.

Survey respondents indicated that a concessions/snack bar and locker rooms are important program elements in attracting their event.

Almost half (45%) of survey respondents indicated that they would be interested in hosting tournaments at a potential new sports complex in St. Mary's County followed by elite/travel team leagues (27%). In terms of scope, approximately one-third of events are national/international, regional and state. The average event length is 2.0 days. On average, the estimated number of participants ranged from 72 to 600 and the number of spectators ranged from 100 to 3,500. Approximately two-thirds (66%) of participants/spectators are estimated to originate from within Maryland.

### *Track and Field Events*

Several sports organizers indicated an interest in hosting their track and field events at a new sports complex in St. Mary's County. All respondents indicate that they have utilized the Prince George's Sports & Learning Complex. Facility needs ranged from one eight-lane track to two tracks that can accommodate field events. One survey respondent noted they require Mondotrack which is a synthetic track surface. The capacity required for events requiring spectator seating ranged from 1,500 to 6,000. Survey respondents indicated an interest in hosting regional and state events at a potential new sports complex in St. Mary's County with an average event length of 1.5 days. On average, the estimated number of participants ranged from 250 to 500 and spectators ranged from 1,000 to 3,000. Most (90%) participants/spectators are estimated to originate from within Maryland.

## 6. MARKET ASSESSMENT





## MARKET ASSESSMENT

This section provides an overview of key success factors related to the operations of the proposed new sports complex; identifies relative market strengths, weaknesses, opportunities and threats (SWOT) based on the research conducted as part of this study effort; and includes building program recommendations.

### **Key Success Factors**

As sports tourism continues to grow, there is increasing competition for tourism dollars as evidenced by the industry data and by the number of communities with sports tourism-focused organizations. The spending generated by athletes, coaches, family and friends can augment other visitor streams such as business, convention/meeting and leisure travelers. Research indicates that competitive sporting events are less impacted by economic downturns as families are committed to their children's athletic activity. Sports-related tourism can be developed based on a community's strengths, the presence of elite level athletes, leagues, and/or collegiate teams in particular sports. Further, a strategic plan for sports tourism can serve to expand visitor seasons beyond a community's typical peak. The following outlines the critical success factors common in sports tourism destinations based on conversations with destination marketing organizations (DMOs) and sports commissions across the U.S., as well as our work with other communities.

#### Stakeholder Political Support

Successful destinations have political support from a variety of public and private stakeholders that prioritize sports tourism as an economic generator. These include local and State governments, local leagues, collegiate athletic departments, DMOs, economic development agencies, hospitality industry professionals, facility management and event organizers. Input from other communities reiterated the necessity to have the support of local stakeholders. Without the understanding from each of these organizations regarding the value of competitive sporting events, it can be an uphill battle to effectively attract and service them. Typically, one organization spearheads the effort to educate local stakeholders on the value such as a DMO or sports commission. In addition to marketing and branding, this organization serves as a liaison within the community between sports organizations, facilities, visitor amenities and funding partners. Developing regular communication to these groups outlining the economic value of sporting events within the local area serves to elevate this visitor segment and helps to harness their on-going support.

#### Marketing and Branding

As more communities realize the value of sports tourism and invest in quality facilities, there is greater competition for these events. Destinations that create a sports marketing brand are more recognizable by the event organizers as well as the participants and spectators and, as a result, can serve to draw a greater number of visitors. A brand should include differentiating factors such as a beach, historical attractions or unique outdoor activities, which is consistent with offerings in St. Mary's County. Establishing a brand and reputation for well-executed events includes providing appropriate facilities as well as visitor amenities and event services such as a reliable, knowledgeable volunteer base. This can mean providing appropriate security and traffic control, as well as coordinating with event organizers to showcase area attractions, restaurants or shopping.

### Quality Facilities

Given the variety of sports and respective facility requirements, it is difficult for a single destination to be successful at attracting all sports. Rather, destinations that offer high-quality facilities in a select number of sports can better serve these target market segments. However, a physical asset alone does not ensure success in sports tourism. Management at other facilities stressed the importance of establishing a facility's mission at the outset. The goal of primarily serving as an economic generator rather than meeting local sports and recreational needs requires different marketing, booking, staffing, and maintenance procedures. If a facility is primarily focused on generating economic impact, it may choose to limit local play and reserve fields/courts for high-end tournaments that draw out-of-town participants and spectators. Increasingly, local parks and recreation departments accommodate league play while special purpose facilities are reserved for league games (not practices) and tournament/showcase events to limit wear and tear and establish the venue as an attraction. Some tournament-quality facilities choose to limit league play to weekdays, reserving weekends for competitions that draw out-of-town visitors.

Balancing the booking of a facility between tournament play and local league use is a critical factor in its marketability. Local leagues can be a significant revenue generator as well as important partners in attracting regional/national tournaments and staffing these events with a volunteer pool. As such, continuing cooperative relationships with local leagues is imperative to a venue's ability to serve as a sports tourism generator. However, management at comparable facilities indicated that allowing too much league play can increase maintenance expense and potentially hinder marketability and availability for tournaments drawing out-of-town attendees.

### Destination Attributes

As previously mentioned, successful destinations require supporting infrastructure elements such as hotels, restaurants, retail and entertainment/recreation establishments. Unlike convention/meeting attendees, competitive sporting event organizers are accustomed to driving up to 20 to 30 minutes to these amenities from the host facility(s). These elements are important and can impact the overall marketability, resulting financial success and the economic impact of sports facilities. Hotel supply is generally an important factor in drawing tournaments/competitions that draw out-of-town attendees. Providing convenient access to shopping, dining and entertainment can create a vibrancy that differentiates one destination from the others.

### Relationships with Event Organizers

Successful sports tourism destinations have sports marketing agencies and facilities managed by staff with a network of contacts in relevant sports industries. These include local, state, regional and national sports organizations that compete in or hold tournaments/competitions. Fostering these relationships by attending industry conferences, attending major tournaments in other cities and hosting familiarization tours to showcase a destination's facilities and visitor amenities is important to set a destination apart. Communities with strong relationships are often able to secure multi-year contracts for significant annual events or an agreement to host numerous competitions sponsored by one organization. Utilizing local stakeholder connections with state/regional/national event organizers can broaden these relationships. For instance, a local elite league that participates in a national annual tournament or a college athletic department may have connections to a NCAA showcase or tournament.

### Event Incentives

Attracting events that generate sports tourism spending has traditionally been done by paying bid fees to target events. As more communities have realized the value of this visitor niche and invested in facilities to accommodate them, bid fees have increased. In response, sports marketing organizations are more commonly creating their own events and/or offsetting event costs rather than paying bid fees directly to event organizers.

The benefits of creating tournaments include harnessing local elite level teams and their regional/national connections to promote participation; controlling the event date during a community's shoulder visitation season; and lack of competition from other host cities through strategic scheduling. The trade-off to creating tournaments is the need to provide all event services and staff, which requires a strong organizing committee with an active volunteer base and good working relationships with sports venue management teams, hoteliers, local police for traffic/security, etc. According to sports marketing representatives, this works best for sports in which the community has a strong niche and quality venues.

Sports marketing organizations also work to offset specific costs associated with hosting an event in their community, such as sponsoring a catered function, utilities associated with lighted fields, facility rental, event security, parking staff, etc. In doing so, the organization helps to ensure that their investment is retained within the local community.

Sports commissions and associations indicate that the methodology for tracking the success of sports tourism efforts should be agreed upon by all agencies involved. Organizations can be evaluated by hotel room generation specific to sporting events and/or based on an agreed upon economic impact model of events. These models help guide decisions regarding whether bid fees and/or event incentives are financially reasonable for that event.

## Key Market Findings

Based on the market research and analysis conducted for the proposed new sports complex in St. Mary’s County, the following summarizes key market findings including building program recommendations.

### SWOT Analysis

The table below provides an overview of relative market-related strengths/opportunities and weaknesses/threats associated with the proposed new sports complex.

Strengths/Opportunities	Weaknesses/Threats
<ul style="list-style-type: none"> <li>• Large population base and relatively high discretionary income levels within a two to three-hour drive</li> <li>• Overall affordability of the area</li> <li>• Hotel availability, specifically on weekends</li> <li>• Existing outdoor activities and historical attractions</li> <li>• Active base of local participants in recreational/ elite level leagues in multiple sports</li> <li>• Growing demand from local base of sports organizations with potential to expand their events and/or create new tournaments</li> <li>• Demand from potential non-local users representing diverse outdoor and indoor sports</li> <li>• Youth sports have historically fared well during economic downturns</li> <li>• Sports participation levels in the region</li> <li>• Ability to attract new sports tournaments that increase tourism and better accommodate growing community recreational needs</li> <li>• Potential to retain more of the community’s discretionary spending in the County and State</li> <li>• County’s strategic plan to grow tourism</li> <li>• Support from local and State entities with experience attracting and/or creating tournaments</li> <li>• General support expressed by citizens for improving existing recreational facilities</li> </ul>	<ul style="list-style-type: none"> <li>• Non-central location on a peninsula and general transportation accessibility</li> <li>• Existing hotel supply in the County</li> <li>• Perception that the County lacks facilities/ attractions necessary to draw visitors</li> <li>• General lack of date availability at existing facilities</li> <li>• Limited supply of tournament-quality facilities in the County</li> <li>• Increasing supply of regional and national competitive sports facilities may result in potential oversaturation</li> <li>• Balancing local and sports tourism-focused usage and economics</li> <li>• Certain sports organizations do not have a strong participant base in the area</li> <li>• Many comparable indoor and outdoor sports facilities realize operating deficits</li> <li>• Relatively high expenditures related to development/operations of ice facilities</li> <li>• Potential funding</li> <li>• Potential changes in general macro-economic conditions</li> <li>• Unknown impact of COVID-19 pandemic</li> </ul>

### Market Attributes

Market strengths include a young, growing affluent population base; densely populated markets within a two to three hour drive; sports participation rates in the local and regional area; weekend hotel availability; various outdoor activities and historical attractions for visitors; and the County's strategic plan to grow tourism. The primary market challenge of the proposed new sports complex is general transportation access to the County (both by air and vehicle).

### Supply

The supply of outdoor sports facilities in the County lacks date availability, quality and quantity of fields and/or amenities required to optimally host both local and sports tourism-focused events. The supply of indoor sports facilities in the County is limited and there are no indoor facilities capable of hosting tournament activity. As a result, there is minimal opportunity to attract tournaments/competitions as well as enhance/grow local sports programs.

While there are relatively limited sports facilities in the County, there are existing facilities in the State and the broader region that would compete with the proposed new sports complex (both indoor and outdoor facilities). For instance, there are multiple established track and field facilities, several of which are in major markets. Within the region, there is a relatively large supply of ice facilities with multiple sheets of ice which suggests that any new ice facility in the County would require a minimum of two sheets of ice to successfully compete for tournaments/competitions.

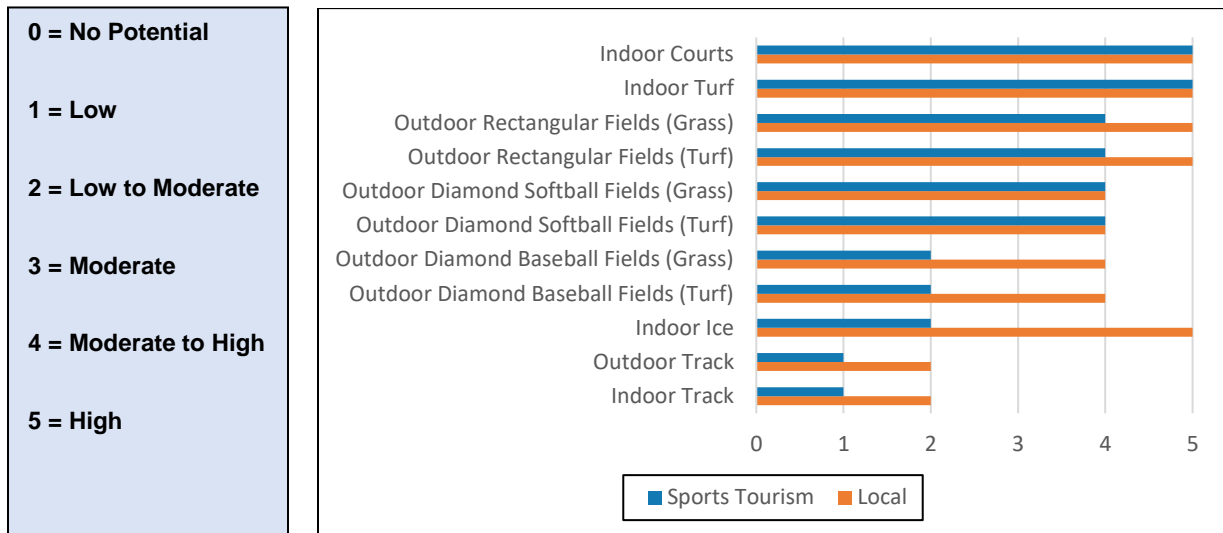
From a strictly supply perspective, there appears to be a gap in the market for outdoor turf fields, which are generally more conducive to year-round play than natural grass. In addition, a new indoor court/turf facility in the County would be better situated than most competitive indoor court/turf facilities in terms of capitalizing on the densely populated areas of Baltimore, Washington, D.C. and parts of Virginia.

### Demand

Market research, including input obtained during on-site meetings and participation statistics, indicates that local demand has outgrown the existing inventory of sports facilities in the County. Local users indicated that the development of both outdoor and indoor sports facilities would allow them to expand their programs in terms of participants and seasonality as well as create/host tournaments.

From a sports tourism perspective, input from sports organizers indicate that there is demand for the proposed new sports complex in St. Mary's County, in terms of outdoor and indoor facilities. Input suggests that the proposed new sports complex could host a diverse set of sports including basketball, wrestling, archery, softball, lacrosse, soccer, baseball, rugby, netball, field hockey, curling, ice hockey, track and field, etc. With that said, market research indicates that the strongest opportunity stems from sports utilizing indoor courts/turf; outdoor rectangular fields; and diamond fields (specifically softball diamonds).

The following summarizes the relative level of market demand for various outdoor and indoor programmatic elements to better meet local demand as well as to enhance sports tourism.



As shown above, indoor courts and turf; outdoor rectangular fields (both turf and grass); and outdoor diamond softball fields (both turf and grass) all have relatively high potential to meet local demand as well as to increase sports tourism. An indoor ice facility has high potential to meet local demand but low to moderate potential to enhance sports tourism. As previously mentioned, any new ice facility would need a minimum of two sheets of ice to compete for tournament activity. Based on the competitive landscape, there are relatively limited market opportunities for an ice facility from a sports tourism perspective. In addition, ice facilities can have high capital and on-going operating financial requirements which should be considered in the County’s overall decision-making process.

**Building Program Recommendations**

With consideration to the objectives of the proposed new sports complex, the following outlines program elements, patron amenities and other related supporting infrastructure that the County should consider based on the market research conducted as part of this study effort.

- An outdoor facility with eight (8) to 10 tournament-quality, rectangular multi-purpose fields
  - Majority should feature turf playing surfaces
  - A minimum of four fields should be configurable to offer two softball/baseball diamonds per field
  - Lighted fields are preferred to extend usage time
  - Bleacher seating



- An indoor facility with a critical mass of competitive floor space that offers a minimum of eight (8) hardwood basketball courts which in turn would yield 16 volleyball courts
  - Court layout should be designed to allow for turf to be overlaid onto the courts to create indoor fields that maximize usage opportunities
  - Flexible and divisible design that can accommodate simultaneous events
  - Lobby
  - Locker/changing rooms
  - Bleacher seating that can be positioned between courts
  - Scoreboards and timing systems on each court
  - Backboards, net systems, support equipment, etc.
  
- Other Amenities for the Proposed New Sports Complex
  - Concessions/snack bar
  - Restrooms
  - Wi-Fi access throughout the complex that can support streaming
  - Space for team gathering and warm-up areas for players
  - Support space including administrative office space for staff and tournament organizers, registration area, maintenance facility and on-site storage
  - Sufficient and convenient on-site parking
  - Supporting infrastructure including electrical connectivity at each field/court and in the sponsor activation area, etc.

Although there was local demand expressed for both ice and track and field facilities, development of these two facility types is not considered a high priority from a sports tourism perspective at this juncture. As such, no building recommendations are provided for these facility types.

Based on industry experience as well as building programs at comparable facilities, the following provides an estimate of gross space required to develop the recommended building program outlined above. It should be noted that these estimates are preliminary and actual space requirements will depend on the facility concept developed and the amount of nearby parking that may be available. Further, many similar facilities are developed on a parcel of land that is capable of accommodating future expansion.

- *Indoor Facility:* 100,000 – 135,000 gross SF or a minimum site size of seven to eight acres including an allocation for parking
  
- *Outdoor Facility:* minimum site size of 36 acres including an allocation for support space and parking

Although this study is non-site specific, any new facility that is geared towards sports tourism should be located proximate to a critical mass of amenities including hotels, entertainment and dining options. Further, the above building program recommendations will need take into consideration any appropriate long-term design implications that result from the COVID-19 pandemic.

## 7. ECONOMIC ANALYSIS



## OVERVIEW

One of the primary reasons that some communities develop these types of facilities is the economic activity that they can generate in terms of spending, employment and earnings, as well as tax revenues to local and state governments. These facilities typically attract events that draw patrons from outside of the immediate market area who spend money on hotels, restaurants, retail, transportation and other related services. Consequently, when evaluating the merits of these types of projects, all aspects of the costs and benefits including operating requirements, debt service and economic and fiscal benefits should be considered.

Crossroads Consulting assisted St. Mary’s County in developing a hypothetical, order-of-magnitude estimate of operating revenues and operating expenses before a capital reserve fund, depreciation and debt service for a proposed new sports complex for a stabilized year of operations. This analysis is based on certain hypothetical assumptions pertaining to the building program, ownership/operating structure, usage levels and other related operating strategies. The accompanying analysis was prepared for internal use by St. Mary’s County for its consideration of plans for a proposed new sports complex and should not be used or relied upon for any other purpose including financing of the project. An estimate of the potential economic and fiscal benefits associated with on-going operations of the proposed new sports complex is also provided in this section of this report. It is important to note that estimates shown in this section do not reflect short- or long-term implications in the sports industry because of the COVID – 19 pandemic.

## FINANCIAL PRO FORMA

As shown in the table below, it is estimated that the proposed new sports complex will operate slightly above break-even before a capital reserve fund, debt service and depreciation in a stabilized year.

<b>Proposed New Sports Complex in St. Mary's County Estimate of Annual Financial Operations (Stabilized Year)</b>	
Net Operating Revenues	\$1,674,000
Net Operating Expenses	1,617,000
Operating Profit Before Capital Reserve, Debt Service and Depreciation	\$57,000
Expense Coverage Ratio	104%

Note: Expense coverage ratio equals operating revenues divided by operating expenses.

This estimate is based on information from sources including, but not limited to, general market data; existing and planned facilities in the area; historical event activity; input from area stakeholders and potential users; industry trends; the building program described in the previous section; information on competitive/comparable facilities; as well as other research. This analysis represents a net revenue and expense assessment and is subject to change depending on the actual building program, site location, contractual agreements with service providers, and further refinements regarding operating strategies for the proposed new sports complex. For instance, should only one of the proposed projects be developed, estimated net operating revenues and net operating expenses would be reduced.

## General Assumptions

Based on input from County representatives, several assumptions were used to develop estimates of event activity, financial operations and economic and fiscal impacts for the proposed new sports complex. It should be noted that these assumptions are preliminary and will continue to be refined as decisions related to the building program, site location and other operating characteristics evolve.

- The proposed new multi-field outdoor complex and indoor fieldhouse are co-located and the recommended building program previously outlined is constructed in St. Mary's County.
- The selected site is adequate in terms of visibility, ingress, egress, parking, safety and other similar issues.
- Sufficient supporting infrastructure is located nearby (i.e. hotel rooms, restaurants, retail, entertainment, etc.)
- The proposed new sports complex is designed and constructed to be a high-quality facility that is focused on hosting events that generate economic impact to the County and State (primary) as well as those that serve the needs of the community (secondary).
- The proposed new sports complex will be owned and operated by St. Mary's County and staffed with a core group of personnel that specializes in marketing/management of sporting events and has established contacts and strong relationships with regional/national sporting event promoters and producers.
- Given the assumed ownership, the complex will be exempt from property taxes.
- The complex's core staff will be supplemented by existing Department of Recreation and Parks employees.
- Cooperative coordination will occur amongst facility management and tourism/hospitality stakeholders at the local and State levels.
- The complex will be aggressively marketed by established tourism agencies at the local and State levels.
- Hotels will actively support sports tourism initiatives and potentially modify some existing policies as appropriate.
- A high-level of customer service is provided.
- With exception to facilities that have advanced beyond the initial stages of the development process, no other similar competitive facilities are built/expanded in the region. Development of new competitive sports facilities in the region, such as those being considered in the Town of Ocean City, may adversely impact estimates.
- No major economic fluctuations, acts of nature, or cataclysmic events such as an epidemic occur that could adversely impact the dynamics of the project.
- Estimates do not reflect short- or long-term implications in the sports industry because of the COVID – 19 pandemic.
- This analysis does not include an estimate for a capital reserve fund, debt service or depreciation.
- Amounts are presented in 2020 dollars and reflect a stabilized year of operations.

## Usage Assumptions

Event activity at new facilities typically experiences a “ramp up” period to a stabilized level of activity which occurs for several reasons. For instance, some groups that book their event years in advance may not want to risk that a facility’s construction is delayed and not completed in time for their event. In addition, some groups may choose to let management “fine tune” its operations before hosting an event at the proposed new sports complex. The length of time for new venues to reach stabilized operations varies but typically occurs in or around year three.

Overall utilization at any facility is typically dependent on a number of factors (e.g. market size; accessibility; nearby amenities; size, configuration and quality of the facilities offered; effectiveness of the management team in booking the facility; date availability; cost, etc.) and is rarely consistent. For instance, one year the proposed new sports complex may attract a greater number of basketball tournaments whereas another year it may attract more volleyball tournaments.

The following table summarizes the estimated usage for the proposed new sports complex in a stabilized year.

Proposed New Sports Complex in St. Mary's County			
Estimate of Annual Usage (Stabilized Year)			
Category	Multi-Field Outdoor Complex	Indoor Fieldhouse	Total
<b>Tournament Activity</b>			
Total Events	29	27	56
Total Event Days	67	68	135
Total Number of Participants	40,600	24,800	65,400
Total Number of Spectators	60,900	37,200	98,100
Average Length of Stay (Days)	2.3	2.5	
Tournament Attendee Days	233,450	155,000	388,450
<b>Leagues &amp; Camps/Clinics</b>			
Total Participant Days	70,000	74,000	144,000
<b>Total Attendee Days</b>	<b>303,450</b>	<b>229,000</b>	<b>532,450</b>
<b>Total Hotel Room Nights</b>	<b>47,400</b>	<b>28,900</b>	<b>76,300</b>

As shown, the proposed new sports complex is estimated to host 56 tournaments annually, of which 29 are estimated to occur at the proposed multi-field outdoor complex and 27 at the indoor fieldhouse. This tournament activity is estimated to generate 388,450 attendee days from multiple sports such as soccer, softball, baseball, lacrosse, field hockey, basketball, archery, pickleball, gymnastics, etc. For tournament activity, an attendee day is defined as total attendance multiplied by the event length. For example, a three-day tournament with 200 attendees equates to 600 attendee days which reflects that the same attendees return to the event each of the three days.

Based on market research, it is estimated that 95% of tournament activity would be new to the County while 75% of indoor activity and 55% of outdoor activity would be new to the State. This incremental activity reflects new events as well as increased attendance at events currently taking place in other locations throughout Maryland. The estimate of economic and fiscal impacts associated with the ongoing operations of the proposed new sports complex is based on the incremental new activity, not the total activity shown above.

In addition to tournament activity, it is anticipated that the proposed new sports complex will host league activity including elite-level participants such as youth and adult travel teams that regularly play other regional teams and are supportive of the facility’s efforts to draw regional and national tournaments. The proposed new sports complex is estimated to host approximately 144,000 participant days related to travel leagues, camps and clinics. Participant days associated with local league activity are assumed to be equal to attendance as these are primarily practices or games occurring on one day. It is estimated that approximately 50% of this activity will occur at the proposed indoor fieldhouse and 50% will occur at the outdoor multi-field complex.

Although it is likely that the complex could host additional recreational/league play, this activity is assumed to be revenue-neutral and is therefore excluded. Further, all non-tournament activity is assumed to be local and is excluded from the economic and fiscal impact analysis.

Based on market research, the average outdoor tournament length is 2.3 days while the average indoor tournament length is 2.5 days. The average length of stay for all overnight attendees is estimated to be 2.0 nights with an average of 3.0 people per hotel room. Based on these and other assumptions, the number of net new hotel room nights generated from activities at the proposed new sports complex in a stabilized year is estimated to be 72,500 in the County, of which 54,600 are estimated to be net new to the State.

### Net Operating Revenue Assumptions

The following table shows the estimated net operating revenues for the proposed new sports complex in a stabilized year.

Proposed New Sports Complex in St. Mary's County Estimate of Net Operating Revenues (Stabilized Year)			
Net Operating Revenues	Multi-Field Outdoor Complex	Indoor Fieldhouse	Total
Facility Rental	\$513,000	\$562,000	\$1,075,000
Food & Beverage	273,000	206,000	479,000
Advertising & Sponsorship	40,000	60,000	100,000
Other	10,000	10,000	20,000
<b>Total</b>	<b>\$836,000</b>	<b>\$838,000</b>	<b>\$1,674,000</b>

The following provides a description of the net operating revenue line items.

*Facility Rental* – The revenues generated from multi-sport facilities are typically derived from facility rental that can be charged per tournament, per day, per game or per hour based on the user, number of fields/courts utilized, as well as the services provided. Facility management will likely negotiate rental terms for events/tournaments based on factors such as potential economic impact and/or the ability to execute multi-year contracts. Based on comparable facility data, facility rentals typically represent a significant revenue source. Rental revenue is largely dependent on the mix of business (e.g. tournaments versus leagues), mission of the facility (local league use vs economic impact) and ownership/management operating strategy (e.g. turnkey or full-service).



*Food & Beverage* – The operation and management of food and beverage sales are generally handled by one of two methods. The first method allows an independent concessionaire exclusive rights to facility events with the facility taking either a percentage of gross sales or a flat fee per month. The second method allows for the facility owner to own and operate the food and beverage service. Under this method, the facility owner captures all food and beverage sales but also incurs expense items related to purchase and maintenance of equipment, labor costs and costs of goods sold. It has not yet been decided whether the proposed new sports complex will contract with a third party for concession operations or perform this function in-house. As such, an estimated net per capita amount is used in this analysis.

*Advertising & Sponsorship* – Advertising and sponsorship opportunities are diverse and can range from temporary signage at a single event; permanent signage on scoreboards or billboards located throughout the complex; advertising in a program; or sponsoring an entire event/tournament. Events sponsored by outside organizations do not typically share revenues with the facility owner/operator. However, advertising and sponsorship revenue generated from events that are organized/sponsored by the facility operator is usually retained by the facility and is a function of the number and type of events held, total attendees and the aggressiveness of the approach taken by management in terms of the amount and type of advertising and sponsorships sold.

*Other Revenue* – Given the recommended program elements of the proposed new sports complex and the assumption that it is utilized by elite-level leagues, some revenue is assumed for private lessons and/or other training outside of league-related practices and games. These activities typically occur earlier in the morning such as before school and can be marketable to high level athletes.

*Other Potential Revenues* - As the project development plan continues to evolve, other potential revenue sources to consider include, but are not limited to, the following:

- *Parking* – Some comparable facilities charge a parking fee for large spectator events/tournaments and/or special events; however, market research indicates relatively few events are accustomed to paying for parking.
- *Naming rights* – Through a combination of naming rights, preferential advertising treatment and event sponsorship inducements, one or more private parties may be solicited for up-front or recurring annual commitments. However, as with advertising and sponsorship, the revenue generated from naming rights is generally based on several factors, including but not limited to, the amount and type of event activity (e.g. regional/national/international tournaments), the local corporate base, and management’s philosophy on the amount and type of naming rights sold (e.g. selling the facility as a whole, selling individual courts/fields, etc.). Naming rights deals are not as common among multi-sport facilities and, as such, financial information is difficult to obtain. Given these and other factors, naming rights revenue is excluded from this financial estimate. However, as the development planning process for the facility continues, program elements are finalized and a specific site is chosen, this is a potential revenue opportunity that could be considered. Conducting focus groups is one method to assess the potential revenue that could be generated from naming rights.
- *Retail space* – Some comparable facilities lease of a portion of the building for a compatible use.

## Net Operating Expense Assumptions

The following table shows the estimated net operating expenses for the proposed new sports complex in a stabilized year. Because certain line items such as personnel costs and general, administrative and other are difficult to allocate to one facility or the other due to the shared nature of these expenses, they are allocated to the entire complex. If only one component of the proposed new sports complex is developed, these costs would be reduced.

Proposed New Sports Complex in St. Mary's County Estimate of Net Operating Expenses (Stabilized Year)			
Net Operating Expenses	Multi-Field Outdoor Complex	Indoor Fieldhouse	Total
Personnel Costs*			\$767,000
Utilities	100,000	240,000	340,000
Repairs & Maintenance	135,000	125,000	260,000
General, Administrative & Other*			250,000
<b>Total</b>			<b>\$1,617,000</b>

Note: \* denotes operating expenses indistinctly shared by both facilities that are allocated to the entire complex.

The following provides a description of the net operating expense line items.

*Personnel Costs* – Staffing requirements and subsequent personnel costs can represent a significant expense and permanent full-time staffing plans can vary. This variance in staffing levels is generally attributed to multiple factors. One factor relates to the management philosophy of maintaining event-related personnel as full-time or part-time staff. Another factor relates to the management and physical relationship the facility might have to other facilities. Ownership/management structure also plays a role in the staffing plan where a facility operated by the local parks and recreation department can often share administrative and maintenance costs within the broader department. The number and type of courts/fields, the overall mission of the facility, the level of competition and primary uses can also impact staffing levels. In addition, the extent that contracted services and/or organized labor are used also impacts staffing. For purposes of this analysis, it is assumed that the proposed new sports complex is staffed with 12 full-time equivalents, which excludes existing Department of Recreation and Parks staff.

It is important to employ personnel that specializes in marketing/management of sporting events and has established contacts and strong relationships with regional/national sporting event promoters and producers. While this analysis assumes staffing levels independent of that of existing County positions, it is likely that the Recreation and Parks Department can provide supplemental labor and share administrative and maintenance costs with the broader department. Further, this analysis assumes sufficient staffing for the entire complex; should only one facility be developed then personnel costs could be reduced.

*Utilities* – This line item, which includes water, sewer and electric, generally represents one of the highest expense items for these types of facilities and can vary depending upon the level of utilization, the type of facilities, number of lighted fields, the climate and decisions concerning energy systems and management. Multi-purpose field complexes with the ability to meter individual fields are better able to track associated utilities costs and incorporate that into their rental rate structure.

*Repairs & Maintenance* - This line item includes labor, equipment and materials associated with maintaining the proposed new sports complex and the general grounds. Appropriate funding for this line item is critical to maintain quality courts and fields and be marketable for regional/national tournament level play.

*General Administrative & Other* – This line item includes various general expenses used in the day-to-day management of the proposed new sports complex that may include office supplies, travel, communications, technology, postage, membership dues, etc. This line item also includes sales/marketing/promotion expenses. Providing a new facility(s) alone will not bring events. An aggressive sales/marketing strategy will need to be undertaken to allow the complex to attract event activity. While other marketing agencies at the local and State level are assumed to assist in sales/marketing/promotion efforts, the proposed new sports complex should have its own dedicated resources. This analysis assumes that property, casualty and liability insurance needs associated with the proposed new sports complex will be covered under the County’s umbrella insurance policy, so no dollar amount is estimated.

*Capital Reserve* – Although no dollar amount is included in this analysis, it is recommended that the County plan for an annual payment specifically designated as a reserve for replacement fund to safeguard this investment. This fund is intended to cover any extraordinary annual/future capital repairs or improvements to the proposed new sports complex. The County should continue its proactive approach to capital planning and, at a minimum, seek to replace fields/courts and other amenities at the end of their useful life.

## ECONOMIC AND FISCAL IMPACT ANALYSIS

One of the primary objectives of this study is to estimate the economic and fiscal benefits associated with the proposed new sports complex. If built, the local and State economies could benefit from ongoing operations of the proposed new sports complex in several ways, including the following tangible and intangible benefits.

- Increasing the overall quality of life and livability of the area
- Drawing a critical mass of visitors annually to help support area businesses
- Fostering the development of sports participants in the area
- Offering an attractive venue to residents and visitors that hosts diverse event activity
- Enhancing the area's image as a destination by offering additional amenities
- Capitalizing on existing tourism efforts
- Broadening market reach to new visitors
- Receiving increased media exposure through hosting regional and national event activity
- Acting as a catalyst for future economic development in the area
- Broadening the area's economic base
- Increasing economic and fiscal impacts
- Generating private sector development and/or funding

Each of these benefits is important in assessing the impacts that the proposed new sports complex may have on the area. While the value of many of these benefits is difficult to measure, the economic activity generated can be quantified. This analysis estimates the direct, indirect and induced benefits associated with the ongoing operations of the proposed new sports complex, including the associated tax revenues.

This economic and fiscal impact analysis reflects the competitive universe as it is known today. In addition, while this analysis is non-site specific, it is assumed that the proposed new sports complex will be located proximate to amenities such as hotels, restaurants, entertainment, etc. and, therefore, it should be noted that a site location differing from this assumption would likely adversely impact the estimates of economic and fiscal impacts outlined in this report.

### **General Methodology**

This analysis estimates the new economic and fiscal impacts that could potentially be generated from the proposed new sports complex in St. Mary's County. 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.

Annual impacts start with the initial direct spending on facility operations as well as spending by attendees outside of the sports facilities on items such as lodging, restaurants, retail, entertainment and transportation. For instance, an out-of-town attendee spends money staying at a local hotel and eating at a local restaurant.

Once the amount for direct spending is quantified, a calculated multiplier is applied 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 earnings. This analysis also estimates the tax revenues generated from ongoing operations of the proposed new sports complex.

The amount and type of activity, origin of attendees, facility financial operations, industry trends, economic conditions, spending estimates, distribution of spending, multipliers and specific taxes quantified are variables that influence the economic and fiscal impact estimates.

Although not quantified in this analysis, construction costs associated with development of a new sports complex would provide additional economic and fiscal impacts to the local area and 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.

### 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 ongoing operations of the proposed new sports complex. Direct spending occurs from facility operations as well as from attendee spending before and after events. Based on the estimated mix of event activity, attendees were categorized as either day trippers who travel to and from the County for the event on the same day or overnight attendees who generate room nights. Each group was assigned different per capita spending amounts based on data provided by the County, the Maryland Office of Tourism Development and other secondary industry research. In order to estimate the net new economic impact to the area, adjustments were made to gross direct spending to account for displacement (i.e. spending that would likely have occurred elsewhere in the economy without the presence of the proposed new sports complex) and leakage (i.e. spending that occurs outside of the area). The economic impacts shown in this section reflect the estimated net new impacts associated with the proposed new sports complex.

### Multiplier Effect

Additional economic impacts are produced through the re-spending of net new 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 Minnesota IMPLAN Group, Inc. 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. Its proprietary methodology includes a matrix of production and distribution data among all counties in the U.S. 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 spending, 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 new spending attracted to or retained in the area resulting from ongoing operations of the proposed new sports complex in St. Mary's County. The total output multiplier is used to estimate the aggregate total spending that occurs beginning with direct spending and continuing through successive rounds of re-spending which are generally referred to as indirect and induced effects on the area economy.

#### Indirect and Induced Impacts

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 expenditures at a restaurant require 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 waitress 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 community 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.

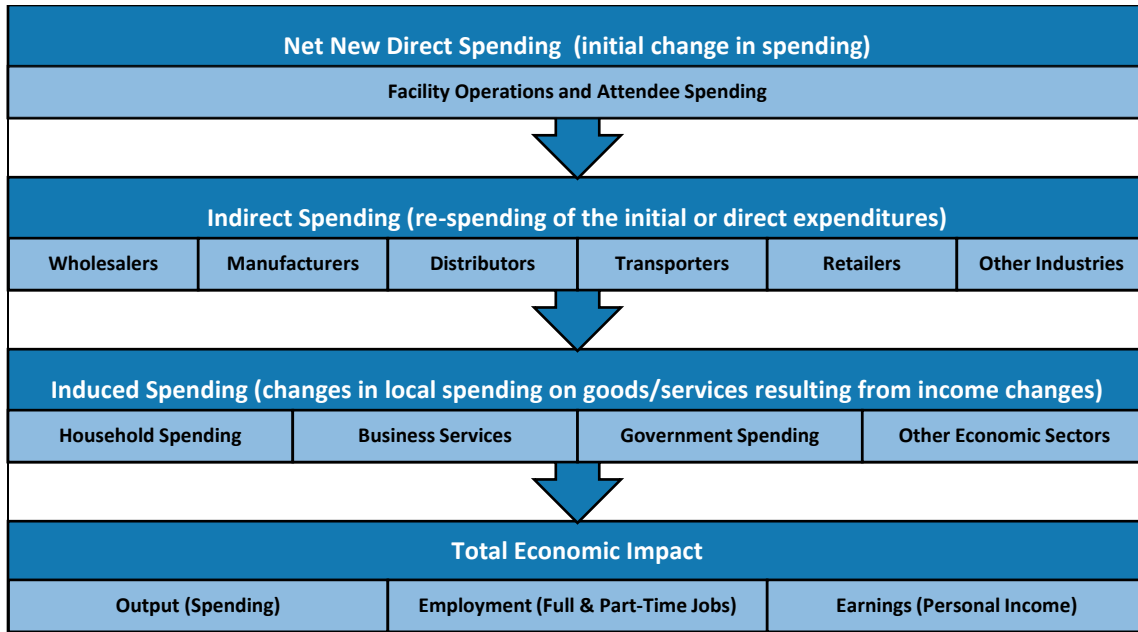
#### Total Economic Impact

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

- *Total Output* represents the sum of direct, indirect and induced spending effects generated from operations of the proposed new sports complex. This calculation measures the total dollar change in 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 supported by operations of the proposed new sports complex. 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.
- *Earnings (Personal Income)* represent the wages and salaries earned by employees of businesses associated with or impacted by operations of the proposed new sports complex. In other words, the multiplier measures the total dollar change in earnings 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.





Tax Revenues

The estimated spending generated from ongoing operations of the proposed new sports complex also creates tax revenues for the local and State economies. Experience in other markets suggests that while a significant portion of the direct spending likely occurs near the facility, additional spending occurs in other surrounding economies. Major tax sources impacted by the proposed facility were identified and taxable amounts were estimated to apply to each respective tax rate. This analysis estimates the revenues generated from hotel/motel tax; admissions and amusement tax; and personal income tax at the local level as well as sales and use tax; personal income tax; corporate income tax; and motor vehicle rental tax at the State level. While other taxes may be positively impacted by operations of the proposed new sports complex, they are not quantified in this analysis.

The following provides a description of the taxes estimated in this analysis.

Local Taxes

*Hotel/Motel Tax* – St. Mary’s County imposes a tax on accommodations at a rate of 5.0% which was applied to the estimated direct hotel spending at the local level.

*Admissions and Amusement Tax* – The admissions and amusement tax is a local tax collected by the Comptroller's Office for Maryland's counties and Baltimore City, incorporated cities and towns and the MSA. The tax is imposed on the gross receipts from admissions, the use or rental of recreational or sports equipment and the sale of merchandise, refreshments or services at a nightclub or similar place where entertainment is provided. The admissions and amusement tax rate varies by locality and by activity. Currently, the admissions and amusement tax rate is 2.0% in St. Mary’s County, and 10% in Leonardtown except for movies which are subject to a 1% tax rate. For purposes of this analysis, the County tax rate of 2% was applied to the estimated direct spending on entertainment as well as estimated field/facility rental revenue which represents a conservative approach.

*Local Personal Income Tax* – St. Mary’s County imposes a personal income tax of 3.17% which is calculated as a percentage of taxable income. For purposes of this analysis and based on information provided by the Comptroller of Maryland, an effective tax rate was calculated. Local income tax is based on where a person lives, not where they work, only a portion of personal income taxes generated from the operations of the proposed new sports complex occurs in the County.

### State of Maryland Taxes

In general terms, all State tax proceeds are collected in the State’s General Fund and then allocated to a variety of program areas, such as education, transportation and public safety, among others. As such, individual revenue sources such as the sales and use tax, are not designated to fund specific programs. As a result of this process, municipalities and counties may benefit from a variety of State and locally administered programs. For purposes of this analysis, only collections have been quantified, without regard as to how these funds are ultimately spent through the individual State departments/funds. The following describes the State-level taxes quantified in this analysis.

*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 beverage. For purposes of this analysis, the 6% tax rate is applied to estimated taxable spending at the State level generated from the proposed new sports complex operations, which represents a conservative estimate relative to the sale of alcoholic beverages.

*Personal Income Tax* – The State of Maryland imposes a personal income tax assessed against personal income earned in the State. The State income tax is a graduated rate ranging from 2.0% to 5.75% of taxable income. Effective January 1, 2020, non-residents are subject to a special tax rate of 2.25% in addition to the State income tax rate. For purposes of this analysis and based on public information provided by the Comptroller of Maryland, an effective tax rate was calculated and applied to State-level earnings estimated to be generated by the proposed new sports complex operations.

*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 public information provided by the Comptroller of Maryland, an effective tax rate was calculated and applied to State-level output estimated to be generated by the proposed new sports complex operations.

*Motor Vehicle Rental Tax* – The State imposes an 11.5% tax on short-term passenger car and recreational vehicle rentals. This tax rate was applied to a portion of direct transportation spending at the State level.

## Economic and Fiscal Impacts

Based on the previously outlined general methodology and key assumptions, the following provides estimated economic and fiscal impacts from ongoing operations of the proposed new sports complex.

### Estimated Annual New Economic Impacts

The following table summarizes the estimated annual new economic impacts generated from ongoing operations of the proposed new sports complex in a stabilized year in terms of output (i.e. direct, indirect and induced spending), total jobs and total earnings.

Proposed New Sports Complex in St. Mary's County		
Estimate of Annual New Economic Impacts From Ongoing Operations (Stabilized Year)		
Category	St. Mary's County	State of Maryland
<b>Output</b>		
Direct Spending	\$35,900,000	\$27,500,000
Indirect & Induced Spending	\$15,800,000	\$21,700,000
Total Output	\$51,700,000	\$49,200,000
<b>Total Jobs (Full-Time &amp; Part-Time)</b>	630	440
<b>Total Earnings</b>	\$18,700,000	\$19,400,000

Notes: Local and State amounts are not additive.

Total jobs represent full and part-time positions sustained on an annual basis.

As shown in the table above, net new direct spending associated with ongoing operations of the proposed new sports complex is estimated to be \$35.9 million annually in St. Mary's County and \$27.5 million in the State. Total output (i.e. direct, indirect and induced spending) is estimated to be \$51.7 million annually in St. Mary's County and \$49.2 million in the State.

Outputs from the IMPLAN model indicate that this new spending is estimated to support a total of 630 full- and part-time jobs and \$18.7 million in earnings annually in St. Mary's County and 440 full and part-time jobs and \$19.4 million in earnings annually in the State. It should be noted that a person can hold more than one job, so total jobs is not necessarily the same as the count of employed persons.

This analysis takes into account that some of the events programmed at the proposed new sports complex are currently occurring elsewhere in the State. As such, these events have a greater economic impact to the County than the State.

In addition, according to IMPLAN, employment data of a specific region directly impacts the economic multiplier. In this instance, reported employment data indicates that the County averages a higher number of part-time and/or lower compensated jobs within industries impacted by the operation of the proposed new sports complex in comparison to the State, which results in a higher estimate of total jobs supported but lower total earnings.

The proposed multi-field outdoor complex is estimated to account for approximately 60% of all estimated economic impacts at the local level and 53% at the State level. The proposed indoor fieldhouse is estimated to account for approximately 40% of estimated economic impacts at the local level and 47% at the State level.

### Estimated Annual New Tax Revenues

As shown in the table below, annual new tax revenues generated from ongoing operations of the proposed new sports complex are estimated to be \$600,000 at the local level and \$2.8 million at the State level in a stabilized year.

Proposed New Sports Complex in St. Mary's County	
Estimate of Annual New Tax Revenues From Ongoing Operations (Stabilized Year)	
Entity	Amount
St. Mary's County	\$600,000
State of Maryland	\$2,800,000
<b>Grand Total</b>	<b>\$3,400,000</b>

The proposed multi-field outdoor complex is estimated to account for approximately 60% of estimated tax revenues at the local level and 53% at the State level. The proposed indoor fieldhouse is estimated to account for approximately 40% of estimated tax revenues at the local level and 47% at the State level.

### POTENTIAL NEXT STEPS

The COVID-19 pandemic has had, and continues to have, a significant impact on the youth sports industry as well as the global economy. Any decisions related to the development of the proposed new sports complex should take into consideration potential short- and long-term impacts related to the pandemic.

If St. Mary's County chooses to move forward with development of the proposed new sports complex or either the multi-field outdoor complex or the indoor fieldhouse, potential next steps in the planning process include:

- Selecting and developing a site that can accommodate the potential new facility(s)
- Preparing a detailed building program, development costs, and development schedule as well as conceptual floor and site plans based on the selected site
- Finalizing and conveying the operating strategy including a well-defined mission statement, booking policy and rate structure
- Developing a sustainable financial plan that incorporates ongoing operational needs as well as a capital reserve fund to protect the investment
- Creating a funding plan that covers development cost which may include both public and private sector partners.

In addition, if the selected site location differs from the previously outlined assumptions in terms of accessibility and proximity to hotels, entertainment, restaurants, etc., estimated economic and fiscal impacts should be updated.

## 7. LIMITING CONDITIONS AND ASSUMPTIONS



## LIMITING CONDITIONS AND ASSUMPTIONS

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

- This analysis has been prepared for the Maryland Stadium Authority (Client) on behalf of St. Mary's County for its internal decision-making purposes associated with a proposed new sports complex 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 sports complex 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 at a new sports complex has 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 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 sports complex. 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](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](mailto: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):	_____	%
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**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 Architectural/Engineering Services - St. Mary's County Sports Complex- Preliminary Design Services , 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 10 percent and no subgoals.

- \_\_\_\_\_ percent for African American-owned MBE firms
- \_\_\_\_\_ percent for Hispanic American-owned MBE firms
- \_\_\_\_\_ percent for Asian American-owned MBE firms
- \_\_\_\_\_ 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 - St. Mary's County Sports Complex- Preliminary Design Services	

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</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>Percentage of total Contract Value to be performed with own forces and counted towards the MBE <b>overall participation goal</b> (up to 50% of the overall goal): _____% <b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the <b>subgoal</b>, 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%)</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><b>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.</b></p> <p><b>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) ___%</b></p> <p><b>B. Percentage amount for items of work where the MBE Prime firm is being used as supplier, wholesaler, and/or regular dealer (60% Rule).</b> Total percentage of Supplies/Products ___% x 60% = ___%</p> <p><b>C. Percentage amount of fee where the MBE Prime firm is being used as broker (count reasonable fee/commission only) ___%</b></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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services</b> (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___ %</p> <p><b>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).</b> Total percentage of Supplies/Products ___% X 60% = ___ %</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker</b> (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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services</b> (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___ %</p> <p><b>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).</b> Total percentage of Supplies/Products ___% X 60% = ___ %</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker</b> (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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services</b> (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p><b>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).</b> Total percentage of Supplies/Products ___% X 60% = ___%</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker</b> (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><b>Please refer to Item #8 in Part 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</b></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><b>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.</b></p> <p><b>A. Percentage of total contract amount where the MBE firm is being used for manufacturer, furnish and install, and/or services</b> (excluding products/services from suppliers, wholesalers, regular dealers and brokers) ___%</p> <p><b>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).</b> Total percentage of Supplies/Products ___% X 60% = ___%</p> <p><b>C. Percentage amount of fee where the MBE firm is being used as broker</b> ___%</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 \_\_

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

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 \_\_

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

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.

<b>Identified Items of Work</b>	<b>Was this work listed in the procurement?</b>	<b>Does Offeror normally self-perform this work?</b>	<b>Was this work made available to MBE Firms? If no, explain why not.</b>
	<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 \_\_

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

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.

<b>Name of Identified MBE Firm &amp; MBE Classification</b>	<b>Describe Item of Work Solicited</b>	<b>Initial Solicitation Date &amp; Method</b>	<b>Follow-up Solicitation Date &amp; Method</b>	<b>Details for Follow-up Calls</b>	<b>Quote Rec'd</b>	<b>Quote Used</b>	<b>Reason Quote Rejected</b>
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: <hr/> <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: <hr/> <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 \_\_

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

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.

<b>Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from Proposal)</b>	<b>Self-performing or Using Non-MBE (Provide name)</b>	<b>Amount of Non-MBE Quote</b>	<b>Name of Other Firms who Provided Quotes &amp; Whether MBE or Non-MBE</b>	<b>Amount Quoted</b>	<b>Indicate Reason Why MBE Quote Rejected &amp; Briefly Explain</b>
	<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:

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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:

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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):

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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:
<b>Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	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:			
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<b>Invoice #</b>	<b>Amount</b>	
	<b>Invoice #</b>	<b>Amount</b>	
1.			1.
2.			2.
3.			3.
4.			4.
<b>Total Dollars Paid: \$</b>		<b>Total Dollars Unpaid: \$</b>	

- 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:
<b>MBE Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	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:
<b>Report is due by the 10th of the month following the month the services were performed.</b>	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:	
<b>Subcontractor Services Provided:</b>					
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>		
	<b>Invoice Amount</b>	<b>Date</b>		<b>Invoice Amount</b>	<b>Date</b>
1.			1.		
2.			2.		
3.			3.		
4.			4.		
<b>Total Dollars Paid: \$</b>			<b>Total Dollars Unpaid: \$</b>		
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

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## 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.

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List of Disciplines (*Function Codes*)

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
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 &amp; 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 &amp; 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)**

<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
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 &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
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.)*

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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	<b>20. EXAMPLE PROJECT KEY NUMBER</b>
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<b>21. TITLE AND LOCATION (City and State)</b>	<b>22. YEAR COMPLETED</b>	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

<b>a. PROJECT OWNER</b>	<b>b. POINT OF CONTACT NAME</b>	<b>c. POINT OF CONTACT TELEPHONE NUMBER</b>
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

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

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

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 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

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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

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**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.



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**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 Electrical 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

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## 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.

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List of Disciplines (*Function Codes*)

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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 &amp; 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 &amp; 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		

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List of Experience Categories (*Profile Codes continued*)

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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		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
		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
		R09	Resources Recovery; Recycling
M01	Mapping Location/Addressing Systems	R10	Risk Analysis
M02	Materials Handling Systems; Conveyors; Sorters	R11	Rivers; Canals; Waterways; Flood Control
M03	Metallurgy	R12	Roofing
M04	Microclimatology; Tropical Engineering		
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
		S05	Soils & Geologic Studies; Foundations
		S06	Solar Energy Utilization
N01	Naval Architecture; Off-Shore Platforms	S07	Solid Wastes; Incineration; Landfill
N02	Navigation Structures; Locks	S08	Special Environments; Clean Rooms, Etc.
N03	Nuclear Facilities; Nuclear Shielding	S09	Structural Design; Special Structures
O01	Office Buildings; Industrial Parks	S10	Surveying; Platting; Mapping; Flood Plain Studies
O02	Oceanographic Engineering	S11	Sustainable Design
O03	Ordnance; Munitions; Special Weapons	S12	Swimming Pools
		S13	Storm Water Handling & Facilities
P01	Petroleum Exploration; Refining		
P02	Petroleum and Fuel (Storage and Distribution)	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P03	Photogrammetry	T02	Testing & Inspection Services
P04	Pipelines (Cross-Country - Liquid & Gas)	T03	Traffic & Transportation Engineering
P05	Planning (Community, Regional, Areawide and State)	T04	Topographic Surveying and Mapping
P06	Planning (Site, Installation, and Project)	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
P07	Plumbing & Piping Design	T06	Tunnels & Subways
P08	Prisons & Correctional Facilities		

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List of Experience Categories *(Profile Codes continued)*

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<b>Code</b>	<b>Description</b>
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**

<b>a.</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		
<b>b.</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		
<b>c.</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		
<b>d.</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		
<b>e.</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		

**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 *(City and State)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)*

**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

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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

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**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.



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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

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## 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.

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**List of Disciplines (Function Codes)**

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<b>Code</b>	<b>Description</b>	<b>Code</b>	<b>Description</b>
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 &amp; 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 &amp; 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 &amp; Guyed Systems</i> )
		T06	Tunnels & Subways

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List of Experience Categories (*Profile Codes continued*)

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<b>Code</b>	<b>Description</b>
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
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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

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

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 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

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1		6	
2		7	
3		8	
4		9	
5		10	

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**H. ADDITIONAL INFORMATION**

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

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**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

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31. SIGNATURE

32. DATE

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33. NAME AND TITLE



**ATTACHMENT F**

**STAFFING PLAN**



**Request for Proposals (RFP) - A/E Preliminary Design Services - St. Mary's County Sports Complex**

**Staffing Plan**

\* List name, position and number of hours, as indicated. Add rows as needed.

			Preconstruction Phase (Hours)								Construction / Post Construction (Percentage of Time)			
Name	Position	Firm	Meetings (Design, Owner, etc.)	Scheduling	Estimating	Constructability Review	Value Engineering	Bidding / GMP Preparation	Other (Describe)	Subtotal Hours	Construction Phase	Post Construction Phase	Other (Describe)	Percentage of Time Spent
													0.00	
										0.00				0%
										0.00				0%
										0.00				0%
										0.00				0%
										0.00				0%
										0.00				0%
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										0.00				0%
										0.00				0%
										0.00				0%
										0.00				0%
										0.00				0%
<b>TOTAL HOURS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>

**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, 20<sup>th</sup> 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**

**ATTACHMENT H - PRICING FORM  
ARCHITECTURAL ENGINEERING SERVICES  
ST. MARY'S COUNTY SPORTS COMPLEX**

Offeror Name: \_\_\_\_\_

<b>Description of Service/Deliverable</b>	<b>Number of Meetings Assumed</b>	<b>Fee</b>
Preliminary Design	_____	_____
Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)	_____	_____
Archaeological Impact Analysis	_____	_____
Environmental Impact Analysis	_____	_____
Site Development/Planning	_____	_____
Infrastructure Analysis	_____	_____
Geotechnical Analysis/Engineering	_____	_____
Value Engineering/Quality Assurance	_____	_____
Others (Describe Below):		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal for Services		\$ -
 Printing/Travel/Reimbursibles (Describe Below)		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Subtotal for Printing/Travel/Reimbursibles		\$ -
 Owner's Allowance		\$ 10,000.00
 <b><u>TOTAL FEE</u></b>		<b>\$ 10,000.00</b>

**ATTACHMENT H - PRICING FORM**  
**ARCHITECTURAL ENGINEERING SERVICES**  
**ST. MARY'S COUNTY SPORTS COMPLEX**

Offeror Name: \_\_\_\_\_

<b>NAME</b>	<b>POSITION</b>	<b>FIRM</b>	<b>HOURLY RATE *</b>
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
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			\$ -

*\*All rates shall be fully loaded to include all costs associated with the individual's assignment to the Project. This includes, but is not limited to, payroll burden expenses, vehicle costs, including lease, insurance, maintenance, repair and fuel, out-of-town travel expenses (including per diem and overnight stay expenses).*

**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.

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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.

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Provide a brief narrative clarifying the firm's capacity to perform services as outlined in the RFP.

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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: \_\_\_\_\_

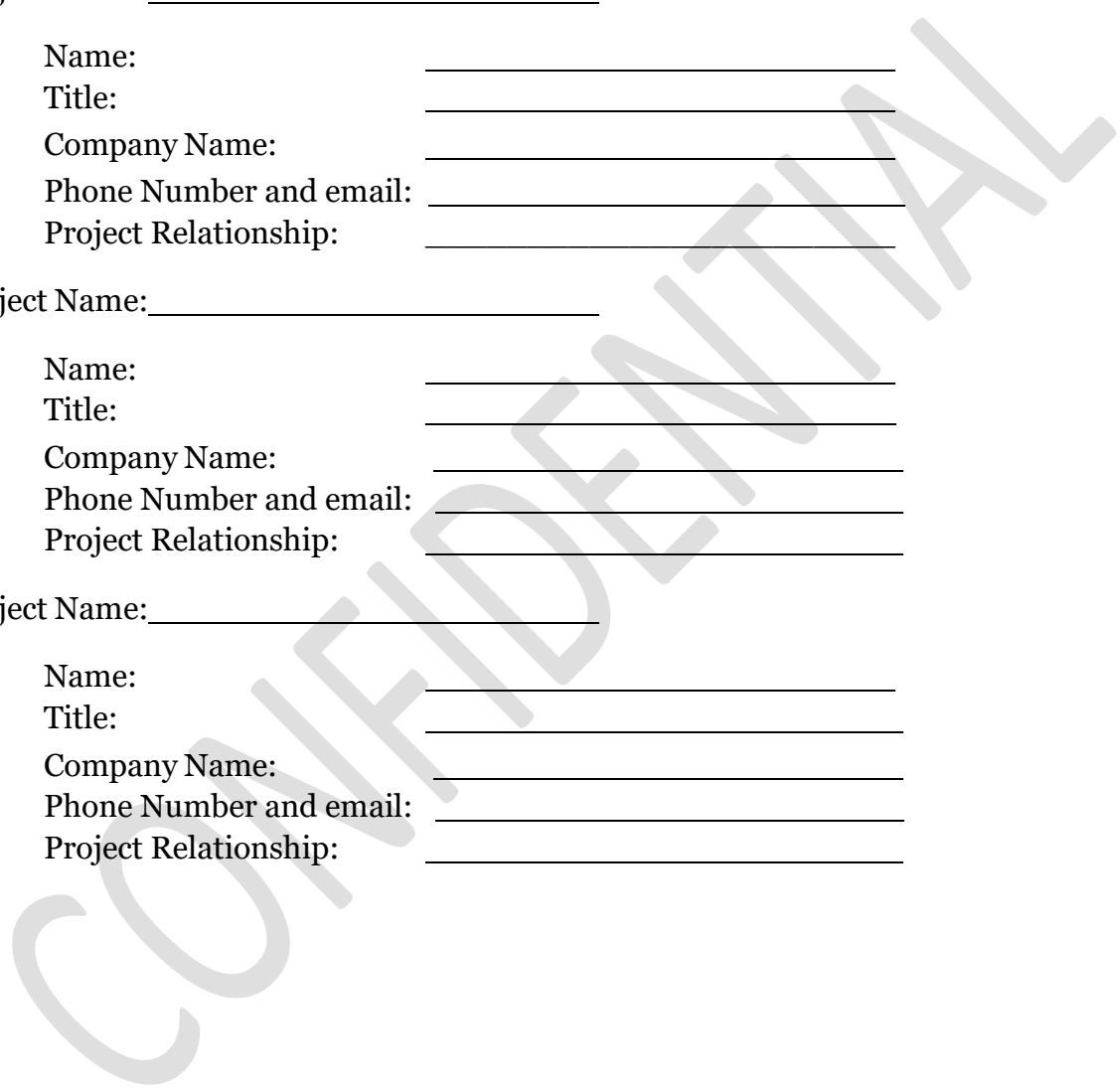
Name: \_\_\_\_\_

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.

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**Failure to Complete**

In the last five (5) years, disclose any projects that your firm was involved with that were not completed.

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**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.

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**Prepared By:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CONFIDENTIAL

**ATTACHMENT K**  
**CAPACITY SUMMARY SHEET**





**ATTACHMENT L**

**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:)

		<i>"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."</i>									
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 <i>(The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)</i>									
	B.	MBE/VSBE/SBR - State of Maryland Certification # or NA <i>(If the Subcontractor is a MBE, VSBE, or SBR list their Maryland certification number found on their eMMA profile or MDOT MBE</i>									
	C.	Brief Description of Work to be Performed <i>(For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) *</i>									
	D.	Individual MBE/VSBE % Goal or NA <i>(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</i>									
	E.	Total \$\$ Paid to Subcontractor <i>(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) **</i>									
<b>** 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.</b>											
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.										







**ATTACHMENT M**  
**MBE RESEARCH FACTORS**

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## EXHIBIT 1: MBE, VSBE, and (if applicable) SBR Research Factors

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**Solicitation Title: Architectural/Engineering Services - St. Mary's County Sports Complex- Preliminary Design Services**

**eMMA Solicitation No. BPM043286**

*This exhibit serves as a summary of the factors the State used, in conjunction with guidance from the Governor's Office of Small, Minority, and Women's Business Affairs, to determine:*

- 1. The expected degree of Minority Business Enterprise (MBE) participation for the procurement contract, including subcontracting opportunities identified for the project, any applicable North American Industry Classification System (NAICS) codes linked to the subcontracting opportunities, and the number of certified MBEs in those industries;*
- 2. The expected degree of Veteran-owned Small Business Enterprise (VSBE) participation for the procurement contract, including subcontracting opportunities identified for the project, any applicable United Nations Standard Products and Services Codes (UNSPSC) [identified in eMaryland Marketplace Advantage (eMMA) as Categories] linked to the subcontracting opportunities, and the number of certified VSBEs in those industries; and*
- 3. If this procurement is for a Statewide Master Contract where secondary competition may occur, the expected degree of Small Business Reserve (SBR) participation for the secondary competition agreement (such as a task order agreement or purchase order agreement) to be designated as an SBR, including opportunities identified for the secondary competition agreement, any applicable UNSPSCs linked to the subcontracting opportunities, and the number of certified SBRs in those industries.*

**Disclaimer:** *This summary's research results are not all inclusive and do not exclude any other subcontracting opportunities that the Bidder/Offeror may identify in preparing a Bid/Proposal to submit in response to the solicitation.*



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**EXHIBIT 1: MBE, VSBE, and (if applicable) SBR Research Factors**

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<b>MBE Research by NAICS Code</b>		
<b>NAICS Codes</b>	<b>Description</b>	<b># MBEs in MDOT Directory</b>
541310	Architectural Design	165
241330, 238220	Mechanical, HVAC, Plumbing Engineering	749
541330, 238210	Electrical Engineering	548
241330, 237990	Structural Engineering	71
541330	Civil Engineering	268
541330, 541380	Geotechnical Engineering	37
541320, 561730	Landscape Engineering	373
<b>MBE Research by Keywords</b>		
<b>Keywords</b>		<b># MBEs in MDOT Directory</b>