



MARYLAND STADIUM AUTHORITY

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. 17-047

Issue Date: June 27, 2017

Financial Advisor Services

NOTICE TO OFFERORS

A Prospective Offeror that has received this document from the Maryland Stadium Authority's website, <https://emaryland.buyspeed.com/bsa/>, or a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**MARYLAND STADIUM AUTHORITY
NOTICE TO VENDORS**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**MARYLAND STADIUM AUTHORITY
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: FINANCIAL ADVISOR SERVICES

Solicitation Number: MSA 17-047

RFP Issue Date: June 27, 2017

RFP Issuing Office: MARYLAND STADIUM AUTHORITY

Procurement Officer: Sandra Fox, Procurement Office
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
Phone: (410) 333-1560
Fax: (410) 333-1888
e-mail: sfox@mdstad.com

Contract Monitor: David Raith, Chief Financial Officer
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
Phone: 410-230-8068
e-mail: dar@mdstad.com

Proposals are to be sent to: MARYLAND STADIUM AUTHORITY
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
Attention: Sandra Fox, Procurement Officer

Pre-Proposal Conference: There will not be a Pre-Proposal Conference

Proposal Due (Closing) Date and Time: July 27, 2017 by 2:00 p.m., Local Time

Contract Type: Competitive Sealed Proposal.

Contract Duration: Three (3) years with two (2) one year renewal options

SBR Designation: No

Technical Interviews: TBA

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SECTION 1 – FINANCIAL ADVISOR SERVICES: MINIMUM QUALIFICATIONS**1.1 Offeror Minimum Qualifications**

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 1.1.1 Each Offeror must have acted as Financial Advisor or co-Financial Advisor in the issuance of at least four (4) issues of tax exempt revenue bonds within the past three (3) years, including two (2) public issues of tax exempt revenue bonds;
- 1.1.2 Each Offeror must have acted within the past three (3) years as Financial Advisor or co- Financial Advisor for at least two (2) bond issues sold on a competitive basis. The Offeror’s proposal shall identify these bond issues and briefly describe its role in each one.
- 1.1.3 Each Offeror must demonstrate that it has the capability of performing the potential volume and type of services as required by the Issuer described in the Scope of Work below. Each Offeror must be available at all times to render services required under the Contract.
- 1.1.4 To be considered for this Contract, the Offeror’s firm must have served as senior financial advisor for at least five state or local government general obligation bond financings with a total aggregate issuance amount of over \$500 million since January 1, 2008, must be registered as a municipal advisor with the U.S. Securities and Exchange Commission and MSRB, and must include information evidencing its compliance with this requirement in its Technical Proposal as set forth in Section 5.

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

SECTION 2 – ADVISOR REQUIREMENTS: SCOPE OF WORK

2.1 Summary Statement

- 2.1.1 The Maryland Stadium Authority (“Issuer”) is issuing this Request for Proposals (“RFP”) to obtain a Consultant to provide financial advisor services (the “Services”) for the Maryland Stadium Authority (“MSA”).
- 2.1.2 The Issuer is seeking to retain the services of a Financial Advisor to advise it on its revenue bond financing related to future bond issues for existing projects or new projects. The Firm selected as Financial Advisor will work closely with the Issuer’s staff members, the Issuer’s counsel, the Issuer’s bond counsel, and other parties necessary to issue and sell the Issuer’s bonds, including rating agencies, bond insurers, trustees, and financial institutions.
- 2.1.3 The Issuer is located at 333 West Camden Street, Suite 500, Baltimore, MD 21201.
- 2.1.3 Issuer intends to make a single award as a result of this RFP.
- 2.1.4 An Offeror, either directly or through its subconsultant (s), must be able to provide all services and meet all of the requirements requested in this solicitation. The successful Offeror (the Advisor) shall remain responsible for Contract performance regardless of subconsultant s) participation in the work.
- 2.1.5 The resulting contract shall have an initial term of three (3) years, with the Issuer retaining the option to renew the contract for two (2) additional one (1) year terms.

2.2 Intentionally Omitted

2.3 Scope of Work - Requirements

- 2.3.1 Financial Advisor shall be expected to familiarize itself with the Issuer's existing bond financing without cost to the Issuer. **Only with the prior concurrence or at the request of the Issuer, the Consultant shall provide the following services to the Issuer on a continuing basis throughout the term of the Contract:**
- 2.3.1.1 Advise the Issuer in developing and structuring the procedures to enable the Issuer to issue and/or insure bonds in accordance with applicable laws.
- 2.3.1.2 Advise the Issuer in structuring its bond financing, including tax exempt and taxable bonds, including, but not limited to, number of sales, amount per sale, maturities, security, credit enhanced financing, sinking fund provisions, other forms of debt or equity financing, bond insurance, and any other creative financing.
- 2.3.1.3 Advise the Issuer on regulatory and statutory constraints imposed by the federal government as they affect the financing plan and the timing and structure of the issuance of the Issuer's bonds and notes.

- 2.3.1.4 Assist in the preparation and review of the Preliminary and Final Official Statements, bond documents and the Notice of Sale.
- 2.3.1.5 Prepare a financing schedule and a financing plan to be submitted to required public officials and legislators.
- 2.3.1.6 Advise the Issuer in structuring programs of interim financing to be used before issuing and selling bonds, which may include participating in the negotiation of lines of credit, letter of credit or similar financing with State and national financial institutions.
- 2.3.1.7 Assist the Issuer in securing a favorable credit rating including the development of a rating strategy, informational materials and a formal presentation.
- 2.3.1.8 Advise the Issuer as to the preferred method of sale (e.g., competitive bid or negotiated sale) for each issue of bonds or notes.
- 2.3.1.9 Assist the Issuer in evaluating bids.
- 2.3.1.10 Assist the Issuer in selecting an underwriter, negotiating underwriters' fees, negotiating the specific terms and conditions of the bonds and notes and negotiating bond purchase contracts.
- 2.3.1.11 Assist in the procurement of trustee and printing services related to a bond issue.
- 2.3.1.12 Provide investment service and manage any bond process in accordance with the Maryland Stadium Authority Investment Policy (see attached Exhibit I).
- 2.3.1.13 Advise the Issuer and its bond counsel on the handling of bond proceeds, including the accounting, calculation of interest rates for arbitrage considerations and the methodology for the calculation of rebates.
- 2.3.1.14 Analyze and evaluate the results of each issuance and report the findings and resulting recommendations to the Issuer.
- 2.3.1.15 Provide other advice and analyses on financing matters as requested by the Issuer.
- 2.3.1.16 The Consultant may be requested to develop a program to maximize the participation of Maryland citizens as holders of Maryland Stadium Authority bonds, notes or other instruments. This program may include the sale of a special class of obligations. The implementation of this program will be at the sole discretion of the Issuer.
- 2.3.1.17 Prepare the annual arbitrage calculation for all Maryland Stadium Authority tax-exempt bond series. The calculations will cover the period from July 1 to June 30 of each year of the contract. The calculations must be completed and submitted to the Maryland Stadium Authority no later than the 15th of September for each year of the contract.

2.3.2 **Independence.** During the term of the Contract, the selected Offeror, as well as its parent, its subsidiaries, and its affiliates (if any), may not:

- 2.3.2.1 Serve as an underwriter or member of an underwriting syndicate for the financing transactions upon which the selected Offeror has advised the Office.
- 2.3.2.2 Make political contributions or give gifts or gratuities in violation of rules promulgated or proposed by the Municipal Securities Rulemaking Board.
- 2.3.2.3 Engage in other activities (such as fee splitting or paying finders' fees) that could present a real or perceived conflict of interest with the duties of the selected Offeror under the Contract.

Any such affiliation or action made known to the Office during the term of the Contract may cause the Office to terminate the Contract. The selected Offeror shall, at the commencement of the Contract, deliver to the Office a letter containing the disclosures and undertakings required by draft Rule G-46 of the Municipal Securities Rulemaking Board (as drafted if not yet implemented, or as implemented, and in either case as such Rule may be modified and amended).

2.3.3 During the term of the Contract, the selected Offeror shall maintain all required registrations, and comply with all applicable regulatory agency rules, including but not limited to those of the Municipal Securities Rulemaking Board and the U. S. Securities and Exchange Commission. Failure to comply with such rules may result in termination of the Contract.

EXHIBIT I – MARYLAND STADIUM AUTHORITY INVESTMENT POLICY**I. Governing Authority***Legality*

The investment program shall be operated in conformance with federal, state, and other legal requirements.

II. Scope

This policy applies to the investment of all funds not held by the Comptroller's Office of the State of Maryland. Proceeds from bond issues are covered by this policy.

III. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. *Safety*

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The Maryland Stadium Authority will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities listed in Section VII of this Investment Policy
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Maryland Stadium Authority will do business in accordance with Section V
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

The Maryland Stadium Authority will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy (see section VIII).

2. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

3. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk of being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

IV. **Standards of Care**

1. *Prudence*

The standard of prudence to be used by authorized representative shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The prudent person” standard states that, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

2. *Ethics and Conflicts of Interest*

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Maryland Stadium Authority.

3. *Delegation of Authority*

Authority to manage the investment program is granted by the Maryland Stadium Authority Board. The Board may appoint an Authorized Representative or the Treasurer's Office of the State of Maryland. Responsibility for the operation of the investment program is hereby delegated to the Treasurer's Office of the State of Maryland, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

V. **Safekeeping and Custody**

1. *Delivery vs. Payment*

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

2. *Safekeeping*

Securities will be held by an independent third-party custodian selected by the entity as evidenced by safekeeping receipts in the Maryland Stadium Authority's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standards No. 70, or SAS 70).

3. *Internal Controls*

The authorized representative is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Maryland Stadium Authority are protected from loss, theft or misuse. Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgment by management.

The internal controls structure shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical and delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures or alternatively, compliance should be assured through the Maryland Stadium Authority's annual independent audit.

VI. Suitable and Authorized Investments

The Maryland Stadium Authority is restricted by the trust indenture for each bond issuance as to the type of investments that can be utilized. All transactions must be completed by the State of Maryland Treasurer's Office. The following language appears in each of the trust indentures:

"Qualified Investments" shall mean, to the extent permitted by law:

- (i) Government Obligations;
- (ii) Money market investments, bonds, and other obligations of any state of the United States of America or of any local government unit of any such state which (a) are rated in the highest rating category by Moody's Aaa and S&P AAA based on the escrow, (b) are not callable unless irrevocable instructions have been given to the trustee of such bonds to give due notice of redemption and to call such bonds for redemption on the date(s) specified in such instructions; and, (c) are secured by cash and Government Obligations;
- (iii) Bonds, indentures or other evidences of indebtedness issued or guaranteed by the Federal Financing Bank, Federal Home Loan Bank, Export Import Bank, Federal National Mortgage Association or Government National Mortgage Associations;
- (iv) Direct and general obligations of any state within the United States, to the payment of principal and of the interest on which the full faith and credit of such state is pledged, providing such obligations are rated in either of the two highest rating categories by Moody's Aaa and by S&P AAA;
- (v) Obligations of any state of the United States of America or any political subdivision thereof which shall be rated in the highest rating categories by Moody's Aaa and by S&P AAA;
- (vi) Certificates of deposits, whether negotiable or non-negotiable, and banker's acceptance of any bank in the United States whose deposits are insured by the Federal Deposit Insurance Corporation, or any savings and loan association in the United States whose deposits are insured by the Federal Savings and Loan Insurance Corporation, provided that such certificate of deposit or banker's acceptance is from a bank or from a savings and loan association having combined capital and surplus aggregating at least Fifty Million Dollars (\$50,000,000) and provided further that such certificate of deposit or banker's acceptance is secured by Government Obligation with a money market value (determined at least weekly) of not less than 103% of the principal amount thereof and the Trustee shall receive an opinion of counsel acceptable to it in a form acceptable to it, without material qualifications, stating that such Governmental Obligations are subject to a first perfection security interest in favor of the Trustee;

- (vii) Any repurchase agreement which by its term matures not later than 1 year from its date of execution with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or governmental bond dealer by the Federal Reserve Bank of New York, which agreement is secured by securities described in clauses (1) above which securities shall at all times have a market value (exclusive of accrued interest) as estimated by the Authority of not less than one hundred three percent (103%) of the full amount of the repurchase agreement, dates of maturity not in excess of 1 year and be delivered to the State Treasurer or another bank or trust company organized under the laws of any state of the United States of America or any national banking association, as custodian, and the custodian must have a first perfected-security interest on and retain possession of the collateral free and clear of all third party claims and the agreement, by its terms, requires the States Treasurer or custodian to determine the market value of the collateral at least weekly and to liquidate the collateral if not maintained at the levels contained in this paragraph.

VII. Approval of Investment Policy

The investment policy shall be formally approved and adopted by the governing body of the Maryland Stadium Authority and reviewed annually.

SECTION 3 – FINANCIAL ADVISOR REQUIREMENTS: GENERAL REQUIREMENTS**3.1 Insurance Requirements**

3.1.1 Consultant shall maintain, at its own expense, the following insurance coverage, insuring the Consultant, its employees, agents and designees and the Indemnities as required herein, which insurance shall be placed with insurance companies reasonably acceptable to Owner and shall incorporate a provision requiring the giving of written notice to Owner and the Indemnities (hereinafter defined) at least forty-five(45) days prior to the cancellation, non-renewal or material modifications of any such policies as evidenced by return receipt of United States certified mail:

- (a) Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement and the commencement of Architect's services in relation to the Project) covering personal injury, bodily injury and property damages, said coverage to be maintained for a period of three (3) years after the date of final payment hereunder.
- (b) Comprehensive General Liability Insurance in the amount of One Million Dollars (\$1,000,000) including coverage for blanket contractual liability, broad form property damage and personal injury, political risk, and products/completed functions.
- (c) Umbrella Liability Insurance in an amount of Five Million Dollars (\$5,000,000) following the underlying Comprehensive General Liability Insurance.
- (d) Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering personal injury, bodily injury and property damage.
- (e) Workmen's Compensation Insurance in the amount of the statutory maximum with an employer's liability coverage of at least Five Hundred Thousand (\$500,000).

All deductibles on any policy of insurance to be purchased by Consultant hereunder shall be borne by the Consultant.

3.1.2 **ADDITIONAL INSURED:** Consultant shall insure specifically the indemnity contained herein and shall include the indemnities as additional insured by causing amendatory riders or endorsements to be attached to the insurance policies described above. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnities. Said amendatory riders or endorsements shall indicate that, as respects the Indemnities, there shall be severability of interest under said insurance policies for all coverage provided under said insurance policies. The following language shall be specifically included as an endorsement under the Architect's general liability policy:

"The coverage afforded to the additional insured under this policy shall be primary insurance. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance. It is further agreed that the coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured."

- 3.1.3 **CERTIFICATE:** Consultant shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with original copies of the amendatory riders to any such policies to Owner for Owner's approval before Architect commences the rendition of any services hereunder.
- 3.1.4 **INDEMNIFICATION:** Consultant hereby agrees to indemnify, defend and hold the Owner, the Baltimore Orioles Limited Partnership, the Baltimore Ravens Limited Partnership, and their respective members, directors, officers, agents, employees and designees (collectively, the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees, that the Indemnities might incur by reason of injury or damage sustained to any person or property (including, but not limited to any one or more of the Indemnities) arising out of negligent acts, errors or omissions of the Consultant or occurring in connection with the performance or lack of performance by the Consultant of its duties and obligations under or pursuant to this Agreement, and whether or not any other party contributes to such performance or lack of performance by the Consultant.

3.2 Security Procedures

3.2.1 Employee Identification

- (a) Each person who is an employee or agent of the Consultant or subconsultant shall display his or her company ID badge at all times while on Issuer premises. Upon request of authorized Issuer personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Consultant's personnel shall cooperate with Issuer site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3 Invoicing

- 3.3.1 The Consultant shall submit invoices for the period of time that the Chief Financial Officer or his designee requires, for costs and expenses incurred, itemized in a manner satisfactory to the Issuer's counsel and in accordance with COMAR 21.09.01, as amended.

The invoices shall contain the complete Consultant's FEIN or social security number, MSA Contract Number, Purchase Order Number, Issuer location Name (street address), amount of work broken down into the unit cost(s) as indicated on the financial proposal form. Failure to do so may result in delay of payment.

- 3.3.2 Undisputed invoices will be paid within thirty (30) days of receipt by Issuer's Accounts Payable Office. Please keep in mind that Maryland Stadium Authority is exempt from Maryland Sales and Use Taxes, therefore taxes shall not be added to the invoices.

- 3.3.3 All Invoices must be submitted to invoices@mstad.com. All invoices shall contain the following address:
- Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201
- 3.3.4 Vendor payments can take up to 30 business days. Vendor may check the status of payment by registering on General Accounting Division of Comptrollers website at:
[http://compnet.comp.state.md.us/General Accounting Division](http://compnet.comp.state.md.us/General_Accounting_Division)
- If you do not see your payment, you may fill out the request form on MSA's website at www.mdstad.com under "Account Payable" and it will be researched.
- 3.3.5 In addition to any other available remedies, if, in the opinion of the Procurement Officer or his designee, the Consultant fails to perform in a satisfactory and timely manner, the Procurement Officer or his designee may refuse or limit approval of any invoice for payment, and may cause payments to the Consultant to be reduced or withheld until the Consultant meets performance standards established by the Procurement Officer or his designee.
- 3.3.6 An amount will not be deemed due and payable if:
- 3.3.6.1 The amount invoiced is inconsistent with the Contract.
- 3.3.6.2 The proper invoice has not been received as indicated above.
- 3.3.6.3 The invoice or performance under the Contract is in dispute, or the Consultant has failed to otherwise comply with the provisions of the Contract related to such amount.
- 3.3.6.4 The items or services invoiced have not been accepted.
- 3.3.7 Electronic funds transfer will be used by the State to pay Consultant for this Contract and any other State payments due Consultant unless the State Comptroller's Office grants Consultant an exemption.

3.4 MBE Reports

MBE monthly reports are not applicable for this procurement.

3.5 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Consultant's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not

be removed by the Consultant from working under this Contract, as described in the RFP or the Consultant's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Consultant's Technical Proposal.

Sudden – means when the Consultant has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Consultant shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Consultant shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Monitor will notify the Consultant in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Consultant shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Consultant shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Consultant shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Consultant first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Consultant shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Consultant to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Consultant shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Consultant, describing the problem and delineating the remediation requirement(s). The Consultant shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Consultant shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

SECTION 4 – PROCUREMENT INSTRUCTIONS

4.1 Pre-Proposal Conference

There will be no pre-proposal conference. Offerors who wish to examine Bond Documents relating to the issuance by the Issuer of its bonds for Oriole Park at Camden Yards, M&T Bank Stadium, the Baltimore Convention Center expansion projects, the Ocean City Convention Center expansion project, the Montgomery County Conference Center project, the Hippodrome Performing Arts Center Project and certain interest rate swaps may do so upon request. The Documents are available for review at the Offices of the Issuer below:

Maryland Stadium Authority Executive Offices at:

The Warehouse at Camden Yards
333 West Camden Street, Suite 500
Baltimore, MD 21201

4.2 eMaryland Marketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MSA website (www.mdstad.com) and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

The Procurement Officer shall accept written questions from prospective Offerors. Questions may be submitted preferably by e-mail, or by mail or facsimile to the Procurement Officer only.

The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, shall be distributed to all prospective Offerors who are known to have received a copy of the RFP.

4.4 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under MSA's Procurement Policies and Procedures.

4.5 Proposals Due (Closing) Date and Time

- 4.5.1 Proposals, in the number and form set forth in Section 5 “Proposal Format,” must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer.
- 4.5.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.
- 4.5.4 **Proposals delivered by e-mail or facsimile shall not be considered.**
- 4.5.5 Companies not responding to this solicitation are requested to submit the “Notice to Offerors/Bidders/Consultants” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (Also, see RFP Section 5.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary 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 must be disclosed.

4.9 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the Issuer, considering price and evaluation factors set forth in this RFP, for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to MSA representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, MSA shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on MSA's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal (see RFP Section 5.4.2.3). Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

4.13 Cancellations

MSA reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of MSA. MSA also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

4.14 Incurred Expenses

MSA will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest related to this RFP shall be subject to the provisions of MSA's Procurement Policies and Procedures.

4.16 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subconsultants must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal.

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, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

4.17 Intentionally Omitted**4.18 Mandatory Contractual Terms**

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment H**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 5.4.2.4).**

4.19 Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.20 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment I** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Consultant prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section "B" of this 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.

4.21 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

4.22 Verification of Registration and Tax Payment

4.22.1 Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>.

4.22.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. 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.

4.23 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.23.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.23.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

4.23.3 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 years or both.

4.24 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the

reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

4.25 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subconsultants on non-construction procurement contracts. The Consultant must comply with the prompt payment requirement. Additional information is available on GOMA's website at: http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

4.26 Electronic Procurements Authorized

- A. Unless otherwise prohibited by law, the MSA may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and

- (g) the Procurement Officer's decision on any Bid protest or Contract claim.
 - 2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) submit a "No Bid/Proposal Response" to the solicitation.
 - 3. The Procurement Officer, the Contract Monitor, and the Consultant may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- 1. submission of initial Bids or Proposals;
 - 2. filing of Bid Protests;
 - 3. filing of Contract Claims;
 - 4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
 - 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Consultant or Bidder/Offeror be provided in writing or hard copy.
- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.27 Minority Business Enterprise Goals

There is no MBE subconsultant participation goal for this procurement.

4.28 Living Wage Requirements

There are no Living Wage requirements for this project.

4.29 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**F**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Consultant's personnel who perform or control work under this Contract and each of the participating subconsultant personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment F** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

4.30 Taxes – Responsibility for Payment, Exemption, Forms to be Filed, etc.

The Consultant is responsible for, and by submitting a proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the work. The Consultant is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay.

4.31 Tax Exemption

The State is generally exempt from federal excise taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Consultant is required to furnish and install material in the construction or improvement of real property in the performance of a Contract, the Consultant shall pay the Maryland sales tax applicable to such material and the State's exemption does not apply.

SECTION 5 – PROPOSAL FORMAT

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- a) Volume I – TECHNICAL PROPOSAL
- b) Volume II – FINANCIAL PROPOSAL

5.2 Proposals

- 5.2.1 The Technical Proposal and Financial Proposal shall be submitted in a sealed package to the Procurement Officer (see RFP Key Information Summary Sheet) prior to the date and time for receipt of Proposals (see RFP Key Information Summary Sheet “Proposals Due (Closing) Date and Time”). It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the package. Each submission shall contain an unbound original, so identified, and four (4) bound copies.
- 5.2.2 An electronic version (flash drive or CD) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (flash drive or CD) of the Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Financial Proposal. The flash drive or CD must be labeled on the outside with the RFP title and number and name of the Offeror.
- 5.2.3 A second electronic version of the Technical and Financial Proposal in searchable Adobe .pdf format shall be submitted on flash drive or CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 4.8 “Public Information Act Notice”).
- 5.2.4 Beginning with Tab B (see RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using small Roman numerals (ex. i, ii, iii, iv, v, etc).
- 5.2.5 Proposals and any modifications to Proposals will be shown only to MSA employees, members of the Evaluation Committee, or other persons deemed by MSA to have a legitimate interest in them.

5.3 Delivery

Offerors may either mail or hand-deliver Proposals.

- 5.3.1 U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by MSA. It could take several days for an item sent by first class mail to make its way by normal internal mail to the

procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom.

- 5.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 5.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

5.4 Technical Proposal

No proposal may exceed twelve pages, excluding an executed copy of the Proposal Affidavit, any attached resumes, any lists identifying bond issues in which the Offeror has been involved, and the official statements(s) described in subparagraphs pertaining to the firm's experience.

Note: Pricing information is to be included only in the Financial Proposal.

5.4.1 Format of Technical Proposal

Inside a sealed package described in Section 5.2 "Proposals," the unbound original, four (4) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 5.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 5.4.2.1 "Title and Table of Contents," Section 5.4.2.2 "Claim of Confidentiality," Section 5.4.2.3 "Transmittal Letter," Section 5.4.2.4 "Executive Summary," etc. In addition to the instructions below, responses in the Offeror's Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. "Section 5.2.1 Response . . . ; "Section 5.2.2 Response . . ." etc.). This Proposal organization will allow MSA and the Evaluation Committee (see RFP Section 5.1) to "map" Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

- 5.4.2 **The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

5.4.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

5.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.8 ("Public Information Act Notice"). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

5.4.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. 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. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Acceptance of all State RFP and Contract terms and conditions (see Section 4.18); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 5.4.2.4); and
- Acknowledgement of all addenda to this RFP.

5.4.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 4.16 for more information).

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment H), or any other attachments. **Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

If the Offeror has taken no exceptions to the requirements of this RFP, the Contract (Attachment H), or any other attachments, the Executive Summary shall so state.

5.4.2.5 Offeror Technical Response to RFP Requirements and Offeror's Experience (Submit under TAB D)

- a. Describe Offeror's experience that satisfies the mandatory experience requirement, including the experience of key personnel that will be participating under the contract;

- b. Describe Offeror's experience related to sports facilities and convention center facilities financing;
- c. The Offeror's experience with tax-exempt and taxable issues by governmental units;
- d. A description of the proposed division of responsibilities for key personnel under the contract; and
- e. Any other experience that the Offeror deems relevant.

For each issue cited, the Offeror will: describe the debt issue; identify which of the services listed in the Scope of Services the Offeror performed; describe any special conditions or unusual circumstances related to the issue which illustrates the Offeror's skills that might be of use to the Issuer; and provide the name, address and telephone number of an individual with the issuer who is familiar with the Offeror's performance. The proposal will contain at least one official statement related to one of the issues cited as experience, preferably, one of the issues which meets the mandatory experience requirement.

5.4.2.6 Experience and Qualifications of Proposed Staff (Submit under TAB E)

- a. **Key Personnel.** Identify specific individuals who will be assigned to the Contract. For each named individual, include a resume; identify which of the services in the Scope of Services that individual will perform; give the percentage of the individual's time that will be allocated to the Contract; and give the individual's relevant experience, if not clear from the resume. Describe the personnel resources of the firm and identify available back-up personnel; resumes of back-up personnel should also be included.

For a joint venture, discuss the division of responsibilities between the venturing entities, including the type and approximate amount of work to be performed by each party and the approximate percentage of time each party expects to devote to performing services for the Issuer.

5.4.2.7 Financial Capability (Submit under Tab F)

The technical proposal shall include audited financial statements for the most recently completed fiscal year. Statements for parents, subsidiaries or related entities should also be included if relevant to the evaluation of the proposal. If audited financial statements are not available the technical proposal shall include other financial data which demonstrates overall financial capability and stability.

5.4.2.8 Economic Benefit Factors (Submit under TAB G)

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the state if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Consultant shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- a. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- b. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- c. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subconsultants, suppliers and joint venture partners. Do not include actual fees or rates paid to subconsultants or information from your Financial Proposal;
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subconsultant levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the

Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

5.4.2.9 Subconsultants (Submit under TAB H)

The Offeror shall provide a complete list of all subconsultants that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE subcontracting goal, if applicable. This list shall include a full description of the duties each subconsultant will perform and why/how each subconsultant was deemed the most qualified for this project. See Sections 5.4.2.6 and 5.4.2.7 for additional Offeror requirements related to Subconsultants.

5.4.2.10 Legal Action Summary (Submit under TAB I)

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.4.2.11 Additional Required Technical Submissions (Submit under TAB J)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section.

- a. Completed Proposal Affidavit (**Attachment C**).
- b. Completed Conflict of Interest Affidavit and Disclosure (**Attachment F**) *see **Section 4.29**.
- c. Completed Certification Regarding Investment Activities In Iran (**Attachment J**).

5.5 Financial Proposal

The Offeror shall submit a Financial Proposal on the form provided by MSA. The Financial Proposal shall contain all price information as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

SECTION 6 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

6.1 Evaluation Committee

Evaluation of Proposals will be conducted by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The MSA reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

- 6.2.1 The experience of key personnel.
- 6.2.2 The firm's experience related to sports facilities and convention center facilities financing.
- 6.2.3 The firm's experience with tax exempt and taxable issues by governmental units.
- 6.2.4 The division of responsibilities proposed for the key personnel that will be completing the work under the contract.
- 6.2.5 Financial Capability.
- 6.2.6 Economic Benefit Factors to State of Maryland.

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Proposal Prices within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

6.4 Reciprocal Preference

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

- The Maryland resident business is a responsible Offeror;
- The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;

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

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method under MSA's Procurement Policies and Procedures. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, MSA may conduct discussions with any or all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, MSA reserves the right to make an award without holding discussions and to develop a short-list of the most qualified firms at any time during the technical evaluation process.

6.5.2 Best and Final Offer (BAFO)

When in the best interest of MSA, the Procurement Officer may permit Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). MSA may make an award without issuing a request for a BAFO.

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to MSA. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a. Contract (**Attachment H**),
- b. Contract Affidavit (**Attachment I**),
- c. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," listing the State of Maryland and the Maryland Stadium Authority as an additional insured, if applicable; *see **Section 3.1. and**
- d. Certification Regarding Investment Activities in Iran (**Attachment J**.)

RFP ATTACHMENTS

ATTACHMENT A – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 4.1 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT B – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT C – Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT D – Intentionally Omitted

ATTACHMENT E – Intentionally Omitted

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ATTACHMENT F – Conflict of Interest Affidavit and Disclosure

If required (see Section 4.29), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT G –Intentionally Omitted.

ATTACHMENT H – Contract

This is the sample contract used by MSA. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer two (2) executed copies of the Agreement within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Consultant.

ATTACHMENT I – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT J –Certification Regarding Investment Activities in Iran

This Attachment must be completed and submitted with the Technical Proposal.

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ATTACHMENT A – INTENTIONALLY OMITTED

ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Consultant. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT B – FINANCIAL PROPOSAL PRICE FORM

SEE ATTACHED

ATTACHMENT C – 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 Offeror hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the Offeror has considered all Proposals submitted from qualified, potential subconsultants 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, subconsultant, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal. As part of its Proposal, the 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 Offeror discriminated against subconsultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. 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 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 Consultant may not identify a certified minority business enterprise in a Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the 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 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal.

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

The undersigned 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 Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of 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 Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure Act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the 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 Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

- (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
- (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the 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.

N. 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 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.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENTS D – INTENTIONALLY OMITTED

ATTACHMENT E – INTENTIONALLY OMITTED

ATTACHMENT F – CONFLICT OF INTEREST AFFIDVIT 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 Bidder/Offeror, Consultant, Consultant, or subconsultant 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 Bid/Proposal is made.

C. The Bidder/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 Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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 Bidder/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 Consultant 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 G – INTENTIONALLY OMITTED

ATTACHMENT H – CONTRACT

THIS CONTRACT is effective as of the 1st day of November, **2017** by and between the **MARYLAND STADIUM AUTHORITY** (hereinafter referred to as “Issuer”) and (hereinafter referred to as Consultants).

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means this Contract for utility consulting services.
- 1.3 “Contract Administrator” means the _____ identified on the Key Information Summary Sheet.
- 1.4 “Contract Monitor” means the Maryland Stadium Authority’s representative and first point of contact for contract procedures and any discrepancies. The Contract Monitor is _____.
- 1.5 “Consultant” means the _____ whose principal business address is _____ and whose office in Maryland is _____.
- 1.6 “Proposal” means the Consultant’s Proposal, submitted _____.
- 1.7 “Procurement Officer” means John Samoryk or other individual that may be designated by MSA.
- 1.8 “State” means the State of Maryland.

2. Scope of Work

- 2.1 The Consultant shall provide deliverables, programs, goods, and services specific to the Financial Advisor Services Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP including exhibits, attachments, addenda, if any;

Exhibit B – The Consultant’s Technical Proposal; and

Exhibit C - The Consultant’s Financial Proposal.

- 2.2 The Procurement Officer may, at any time, by written change order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Consultant to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Consultant’s cost of, or the time required for, the

performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Consultant must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Consultant shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section may be the basis for a claim under the Disputes clause. The Consultant may not delay or refuse performance under a change order for any reason, but will proceed immediately and diligently with performance of the Contract in accordance with the change.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all required approvals are obtained.

- 2.4 Intentionally Omitted

3. Time for Performance

- 3.1 The term of this Contract begins on the date the Contract and unless terminated earlier in accordance with the Contract, ends three (3) from the date of commencement. MSA shall retain two (2) options to renew the contract for one (1) year terms at its sole discretion. The Consultant shall undertake transition activities necessary to provide its services under the Contract upon receipt of a written Notice to Proceed issued by the Procurement Officer.

4. Compensation and Method of Payment

- 4.1 The Contract will provide in part that:

A. Except as provided below, the Consultant will be paid for services rendered under the Contract as follows:

1. The Consultant will be paid either: (a) after the issuance of each bond issue for which services were performed, out of the proceeds of the bond issue; or (b) for services unrelated to a specific issuance of bonds, on a monthly basis (unless otherwise requested by the Issuer), out of the funds, if any, that may be appropriated or may otherwise be made available for such payment.

2. Payments to the Consultant shall be based upon either: (a) the fixed fee proposed for a specific service; or (b) a reasonable number of actual hours expended by the Consultant's attorneys and para-professionals in the performance of the services, as approved by the Issuer. The Consultant must evidence hours expended in a manner satisfactory to the Issuer. The approved number of hours will be multiplied by the fixed melded hourly rates of compensation listed in 3 below.

3. The fixed melded hourly rate of compensation for each member of the financial advisory team performing services under the Contract and any additional services thereunder is \$200 per hour.

B. If the Consultant performs services for a proposed bond issue and the bonds are not issued, the Consultant, on a case by case basis, may be compensated for all or a portion of such services, at the sole discretion of the Issuer, at the rate of compensation listed in Section 4.1.3 above, if funds for such compensation are appropriated or are otherwise made available.

C. The Consultant will:

1. During the term of the Contract, be reimbursed by the Issuer for all reasonable, allowable and allocable direct costs and expenses incurred by the Consultant in the performance of the Contract, including without limitation, the costs of (i) photocopies made at Consultant's premises and facsimiles sent and received at Consultant's premises at a fixed price of ten (10) cents per page and (ii) long distance telephone calls.
2. Not be reimbursed for indirect costs, which shall include without limitation, secretarial services performed during normal business hours, document production, use of telecopy machines and conference rooms, in house messenger services, long distance telephone or telefax message service between co-venturers of a joint venture Consultant and local telephone service.
3. Maintain records relating to the costs and expenses incurred by the Consultant in the performance of the Contract for a period of four (4) years from the date of final payment under the Contract.

4.2 In consideration of the satisfactory performance of the work set forth in this Contract, the Issuer shall pay the Consultant in accordance with the terms of the RFP, and the Consultant's Financial Proposal. Except if increased via a Contract modification that is signed by both parties to this Contract and which has received all required approvals, payment to the Consultant pursuant to this Contract shall not exceed \$_____.

4.3 Payments to the Consultant shall be made no later than thirty (30) days after the Issuer's receipt of a proper invoice for services provided by the Consultant, acceptance by Issuer of services provided by the Consultant, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Consultant's Federal Tax Identification Number which is [Click here to enter text..](#) 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, as from time-to-time amended, are prohibited. Invoices should be submitted to Issuer Accounts Payable. Electronic funds transfer may be used by Issuer to pay Consultant under this Contract and any other Issuer payments due Consultant, unless the State Comptroller's Office grants Consultant an exemption. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Consultant fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Consultant to be reduced, or withheld, until such time as the Consultant meets performance standards as established by the Contract. Issuer may adjust payment to the Consultant to cover damages.

4.5 The Consultant shall not be responsible for damages to the extent that the damages are directly the result of acts or omissions by Issuer's employees. Each party shall bear responsibility for the damages directly caused by their acts or omissions.

4.6 Payment of an invoice by Issuer, including, but not limited to payment of an invoice for liquidated damages as provided in Section 5, is not evidence that services were rendered as required under this Contract.

4.7 Payment Adjustments.

- A. Issuer shall notify the Consultant of each payment adjustment due to the imposition of liquidated or direct damages.
- B. Issuer shall provide the Consultant with such evidence as Issuer determines is adequate to justify each adjustment.
- C. If the Consultant does not agree with the adjustment or the action taken to obtain the adjustment, the Consultant's sole remedy to resolve the issue is as provided in Article 12 (Disputes) of this Contract.

5. Damages

5.1 Intentionally Omitted

5.2 Payment Adjustments.

- (A) Issuer shall notify the Consultant of each payment adjustment due to the imposition of liquidated or direct damages.
- (B) Issuer shall provide the Consultant with such evidence as MSA determines is adequate to justify each adjustment.
- (C) If the Consultant does not agree with the adjustment or the action taken to obtain the adjustment, the Consultant's sole remedy to resolve the issue is as provided in Article 12 (Disputes) of this Contract.

6. Ownership of Documents and Materials

6.1 The Consultant agrees that all documents and materials in Consultant's possession, including but not limited to all bond documents, loan documents, official statements, certificates, and other documents related thereto, and drafts of and forms for such documents, prepared by or for Consultant under the terms of this Contract, shall at any time during the performance of the services be made available to the Issuer upon request and shall become and remain the property of the Issuer upon termination or completion of the services. The Issuer shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that specifically provided by this Contract.

6.2 Upon request of Issuer, the Consultant shall provide, free of charge, certified copies of all records related to this Contract produced through the use of a time keeping or other record systems owned, developed or utilized by the Consultant.

7. Conflicts

To avoid conflicts of interest which may arise from Consultant's simultaneous representation of the Issuer and other parties, Consultant agrees to examine its client/matter listings carefully on a periodic basis, to notify the Issuer immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest. The Issuer reserves the right to make the Consultant aware of situations in which they believe the Consultant is involved which may present a conflict of interest and to request that the Consultant promptly remedy the situation. By executing this Contract, the Consultant hereby acknowledges and agrees that, upon request of the Issuer, the Consultant to the extent permitted by the Code of Professional Responsibility, will withdraw from representation of parties whose interest are adversary with the interest of the Issuer.

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Consultant'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 this 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 this 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) which such party is required to disclose by law.

9. Loss of Data

In the event of loss of any Issuer data or records held or maintained by the Consultant in the performance of services, where such loss is due to the intentional act or omission or negligence of the Consultant or any of its sub-Consultants or agents, the Consultant shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Consultant shall ensure that all data is backed up, and is recoverable by the Consultant. Consultant shall use its best efforts to assure that at no time shall any actions undertaken by the Consultant under this Contract (or any failures to act when the Consultant has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Consultant is working hereunder.

10. Indemnification

10.1 The Consultant shall indemnify the Issuer and the State of Maryland, their respective officers, members, directors and employees against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Consultant or its sub-consultants under this Contract.

10.2 This shall not be construed to mean that the Consultant shall indemnify Issuer or its employees against liability for any suits, actions, or claims of any character that are directly the results of acts or omissions in the performance of Issuer's duties, or of its employees. Each party shall bear sole

responsibility for any liability for any suits, actions, or claims of any character to the extent that such are directly caused by their acts or omissions.

- 10.3 Issuer has no obligation to provide legal counsel or defense to the Consultant or its sub-consultants in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Consultant or its sub-consultants as a result of or relating to the Consultant's performance under this Contract.
- 10.4 Issuer has no obligation for the payment of any judgments or the settlement of any claims against the Consultant or its sub-consultants as a result of or relating to the Consultant's performance under this Contract.
- 10.5 The Consultant shall immediately notify the Procurement Officer of any claim or suit made or filed against the Consultant or its sub-consultants regarding any matter resulting from, or relating to, the Consultant's obligations under the Contract, and will cooperate, assist and consult with Issuer in the defense or investigation of any claim, suit, or action made or filed against Issuer as a result of, or relating to, the Consultant's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under 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 Contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Consultant or any entity that is a sub-consultant on this Contract.

12. Disputes

- 12.1 All disputes arising under or as a result of a breach of the resulting Contract which are not disposed of by mutual agreement shall be resolved in accordance with this Section 12.
- 12.2 When a controversy cannot be resolved by mutual agreement, the Consultant shall submit a written request for a final decision to the Executive Director of MSA. The written request shall set forth all of the facts surrounding the controversy.
- 12.3 The Executive Director shall render a written decision within 90 days of receipt of the Consultant's written request for final decision, unless the time is extended by mutual agreement of the parties to this Contract. This decision shall be furnished to the Consultant by certified mail, return receipt requested or by any other method that provides evidence of receipt. The decision shall be deemed the final action of MSA. If a decision is not issued within 90 days, or within such extension of time as may be agreed upon by the parties to the Contract, it shall be deemed a decision not to grant the relief requested by the Consultant.
- 12.4 Pending resolution of the claim, the Consultant shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

13. Maryland Law

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

14. Nondiscrimination in Employment

The Consultant agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying 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.

15. Contingent Fee Prohibition

The Consultant 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 Consultant to solicit or secure this Contract, 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 salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Issuer shall have the right to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. 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 this Contract succeeding the first fiscal period, this 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 either MSA's rights or the Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant and Issuer from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. Issuer shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Consultant fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, Issuer may terminate the Contract by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at Issuer's option, become MSA's property. Issuer shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Consultant's breach. If the damages are more than the compensation payable to the Consultant, the

Consultant will remain liable after termination and MSA can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by Issuer in accordance with this clause in whole, or from time to time in part, whenever MSA shall determine that such termination is in the best interest of Issuer. Issuer will pay all reasonable costs associated with this Contract that the Consultant has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Consultant Transition

If Issuer awards a contract to another Consultant to perform services presently being performed by the Consultant under the Contract, the Consultant shall cooperate with Issuer and the new Consultant in facilitating the transition as Issuer directs, including providing the new Consultant with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Contract.

20. Delays and Extensions of Time

The Consultant agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Consultant for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including but not restricted to acts of God, acts of the public enemy, acts of Issue in either its sovereign or contractual capacity, acts of another Consultant in the performance of a contract with Issuer, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of sub-Consultants or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Consultant or the sub-consultants or suppliers.

21. Suspension of Work

MSA unilaterally may order the Consultant in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of Issuer.

22. Financial Disclosure

The Consultant shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires 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 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.

23. Political Contribution Disclosure

The Consultant shall comply with Election Law Article, §§14-101 – 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.

24. Retention of Records

The Consultant shall retain and maintain all records and documents in any way relating to this Contract for five years after final payment by MSA under this Contract 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 the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Compliance with Laws

The Consultant hereby represents and warrants that:

- 25.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies 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 Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Costs and Price Certification

- 26.1 By submitting cost or price information, the Consultant certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.
- 26.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Consultant furnished cost or price information, which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

- 27.1 The Consultant may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of MSA, nor may the Consultant assign this Contract or any of its rights or obligations hereunder, without the prior written approval of MSA. Any such subcontract or assignment shall include such terms of this Contract as MSA deems necessary to protect its interests. MSA shall not be responsible for the fulfillment of the Consultant's obligations to the sub-Consultants.
- 27..2 The Consultant shall not write into any subcontract or negotiate with any sub-Consultant for a requirement that would in any way limit the sub-Consultant's flexibility to compete with the Consultant or to negotiate with a competitor of the Consultant for any future contract with MSA.

28. Commercial Nondiscrimination

As a condition of entering into this Agreement, Consultant represents and warrants that it will comply 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. As part of such compliance, Consultant may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of sub-Consultants, vendors, suppliers, or commercial customers, nor shall Consultant retaliate against any person for reporting instances of such discrimination. Consultant shall provide equal opportunity for sub-Consultants, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Consultant understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Consultant from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Consultant shall include the above Commercial Nondiscrimination clause, or similar clause approved by MSA, in all sub-contracts.

As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Consultant under Title 19 of the State Finance and Procurement Article, as amended from time to time, Consultant agrees to provide within 60 days after the request a complete list of the names of all sub-Consultants, vendors, and suppliers that Consultant has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Consultant on each subcontract or supply contract. Consultant further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Consultant understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

29. Correction of Errors Defects and Omissions

The Consultant agrees to perform work as may be necessary to correct errors, defects and omissions in the services required under this Contract, without undue delays and without cost to the MSA. The acceptance of the work set forth herein by the MSA shall not relieve the Consultant of the responsibility of subsequent correction of such errors.

30. Administrative

30.1 All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination. The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor.

30.2 Except as expressly prohibited by Maryland law, any of MSA's rights, powers or duties under this Contract may be exercised or enforced by any officials or employees of MSA who are authorized to do so by the Executive Director. Where this Contract provides for the exercise or enforcement of rights, powers or duties by a specific official or employee of MSA, MSA may unilaterally, and within its sole discretion, change the designated official or employee upon written notice to the Consultant. To the extent that MSA utilizes internal review or approval processes in making determinations under this Contract, the Consultant has no right to or in connection with those processes.

30.3 Notices: All notices hereunder shall be in writing and either delivered personally o/r sent by certified or registered mail, postage prepaid as follows:

If to MSA: John F. Samoryk
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201
jsamoryk@mdstad.com

If to the Consultant:

31. Taxes – Responsibility for Payment, Exemption, Forms to be Filed, etc.

The Consultant is responsible for, and by submitting a bid, agrees to pay all retail sales, income, real estate, sales and use, transportation and special taxes applicable to and assessable against any materials, equipment, processes and operations incident to or involved in the work. The Consultant is responsible for ascertaining and acquainting himself with such taxes and making all necessary arrangements to pay.

32. Tax Exemption

The State is generally exempt from federal excise taxes, and District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Consultant is required to furnish and install material in the construction or improvement of real property in the performance of a Contract, the Consultant shall pay the Maryland sales tax applicable to such material and the State's exemption does not apply.

33. Novation or Change of Name

A. No Assignment

An MSA contract is not transferable, or otherwise assignable, without the written consent of the procurement officer and approval of the Executive Director provided, however, that a Consultant may assign monies receivable under a contract after due notice to the MSA.

B. Recognition of a Successor in Interest Novation

When in the best interest of the MSA, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee shall agree that:

- a) The transferee assumes all of the transferor’s obligations;
- b) The transferor waives all rights under the contract as against the MSA; and
- c) Unless the transferor guarantees performance of the contract by the transferee, the transferee shall, if required, furnish a satisfactory performance bond.

C. Change of Name

When a Consultant requests to change the name in which it holds a contract with the MSA, the procurement officer, upon receipt of a document indicating the change of name (for example, an amendment to the articles of incorporation of the corporation) may enter into an agreement with the requesting Consultant to effect the change of name contingent upon the approval of the Executive Director. The agreement changing the name specifically shall indicate that no other terms and conditions of the contract are changed.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONSULTANT

MARYLAND STADIUM AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Printed Name

ATTACHMENT I – 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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, 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.

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 Bid/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 Bid/Proposal Affidavit dated _____, 2017, 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT J – CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list (see NOTE below) created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement Article; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

Or;

2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Signature: _____

Date Signed: _____

Name of Authorized Representative

NOTE: List is available at:

www.bpw.state.md.us

Click on Advisories

Scroll Down to “2013-I”

Click On “IAI LIST”

APPENDIX 1 - Abbreviations and Definitions

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

- a. **Authority** – The MSA members.
- b. **Intentionally Omitted.**
- c. **Intentionally Omitted.**
- d. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
- e. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- f. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment H**.
- g. **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 the terms and conditions of the Contract and to assist the CM in achieving on budget/on time/on target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the Consultant.
- h. **Contract Commencement** - The date the Consultant is authorized to proceed with the work following any required approvals of the Contract, including approval by the Authority, if such approval is required.
- i. **Contract Monitor (CM)** – The MSA representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- j. **Consultant** – The selected Offeror that is awarded a Contract by MSA.
- k. **eMM** – eMaryland Marketplace (see RFP Section 4.2).
- l. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- m. **MSA** – Maryland Stadium Authority.
- n. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- o. **Normal Business Hours** - Normal business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday.
- p. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date.
- q. **Offeror** – An entity that submits a Proposal in response to this RFP.

- r. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the MSA for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment H), including being the only MSA representative who can authorize changes to the Contract. MSA may change the Procurement Officer at any time by written notice to the Consultant.
- s. **Procurement Policies and Procedures** – Procurement Policies and Procedures means the rules adopted by the Authority that govern the procurement process that is to be followed by MSA. The Procurement Policies and Procedures are available for review on MSA’s website at www.mdstad.com.
- t. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- u. **Request for Proposals (RFP)** – This Request for Proposals issued by MSA, Solicitation Number MSA 17-041, including any addenda.
- v. **State** – The State of Maryland.
- w. **Technical Proposal** – An Offeror response to the Scope of Work requirements of this RFP. An Offeror Technical Proposal will be determined to be acceptable or not acceptable prior to opening the Financial Proposals.
- x. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).