



Maryland Stadium Authority

Request for Proposals

On – Call Tax Consulting Services

Issue Date: June 09, 2020

**MINORITY, WOMAN, AND SMALL BUSINESS ENTERPRISES ARE
ENCOURAGED TO RESPOND TO THIS SOLICITATION.**

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals

On – Call Tax Consulting Services

RFP Issue Date: June 09, 2020

Procurement Officer: Carmina Perez-Fowler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Office Phone: (410) 223-4129
Email: cperezfowler@mdstad.com

Procurement Method: Competitive Sealed Proposals

Web Pre-Proposal Conference: June 18, 2020 at 10:00 a.m. (Local Time)

Closing Date and Time Technical Proposals: July 6, 2020 at 10:00 a.m. (Local Time)

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

MSA is issuing this RFP to select a highly qualified firm to perform tax consulting services (“Services”) on an on-call basis for various MSA projects. This RFP will be the basis for selecting one firm that will be issued task orders for tax advice including advice related to the bond issues as needed. Specifically, MSA is looking for firms that specialize in Section 118 of the Internal Revenue Code and provide advice in the creation of affiliates or subsidiaries that would allow for tax-exempt financing.

1.2 Abbreviations and Definitions

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

- a. **COMAR** – Code of Maryland Regulations (available at <http://www.dsd.state.md.us>).
- b. **Consultant** - The successful Offeror to this RFP that is awarded a Contract by MSA to provide the Services identified in this RFP.
- c. **Contract** - The contract entered into between MSA and the selected Offeror. The Contract will include all general MSA terms and conditions, and will incorporate the entire RFP, including any addenda to the RFP, and all or indicated portions of the selected Offeror’s proposal. A sample of the Contract is attached hereto as **Attachment C**.
- d. **Contract Monitor** – The MSA representative for this Contract that is primarily responsible for contract administration functions, including issuing written direction, and monitoring the Contract to ensure compliance with terms and conditions of the Contract. MSA may change the Contract Monitor at any time by written notice to the consultant.
- e. **eMMA** - eMaryland Marketplace Advantage (<https://procurement.maryland.gov>).
- f. **Local Time** – Time in the Eastern Time Zone as observed by the State.
- g. **MBE** –Minority Business Enterprise certified by the Maryland Department of Transportation (hereinafter “MDOT”).
- h. **MSA** – Maryland Stadium Authority (<http://www.mdstad.com>)
- i. **MSA Business Hours** – 8:30 a.m. to 5:00 p.m., local time, Monday

through Friday, excluding State holidays and official State closures.

- j. **MSA Procurement Policies** – MSA procurement policies and procedures (available at <http://www.mdstad.com>).
- k. **Offeror** - An entity that submits a Proposal in response to this RFP.
- l. **Procurement Officer (hereinafter “PO”)** – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
- m. **Proposal** - The submission provided by Offerors in response to this RFP.
- n. **RFP** - This Request for Proposals, inclusive of attachments and any subsequent addenda.
- o. **Selection Committee**- The representatives selecting the consultant.
- p. **State** - The State of Maryland.

1.3 Contract Type

The task orders issued under the Contract will include a fixed fee or not-to-exceed amount for the Services and a contingency amount to be used by MSA in its sole discretion.

1.4 Contract Duration

The term of the Contract will be for three (3) years with one two (2) year renewal options at MSA’s sole discretion

1.5 Procurement Officer

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

Carmina Perez-Fowler
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-4129
Email: cperezfowler@mdstad.com

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

1.6 Pre-Proposal Conference

A pre-proposal conference (“Conference”) will be held on **June 18, 2020 at 10:00 a.m. (Local Time)** via web conference. Attendance at the Conference is not mandatory but strongly recommended. Please use this link to register:

<https://www.eventbrite.com/e/pre-proposal-web-conference-for-the-rfp-on-call-tax-consulting-services-tickets-108715866082>

1.7 The Contract Monitor

The Contract Monitor is:

David Raith
Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, Maryland 21201

MSA may change the Contract Monitor at any time by written notice to the consultant.

1.8 e-Maryland Marketplace Advantage (“eMMA”)

In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go here to register: <https://procurement.maryland.gov> Click on “Registration” to begin the process and follow the prompts.

1.9 Questions

Questions regarding this RFP shall be submitted electronically in Word or PDF format via the following upload link no later than **June 24, 2020 at 10:00 a.m. (Local Time)**:

<https://mdstad.sharefile.com/r-r975b5a30f084890a>

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

1.10 Technical Proposals - Closing Date and Time

To be considered, Technical Proposals must be uploaded to the following

link no later than **July 6, 2020 at 10:00 a.m. (Local Time)**:

<https://mdstad.sharefile.com/r-r3c19d5d3d234b349>

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

1.11 Oral Presentations

Short-listed Offerors will be required to make oral presentations to the Selection Committee conducted via web conferencing. Significant representations made by an Offeror during the oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a Contract is awarded as a result of this RFP. Oral Presentations are to be held on the **week of July 13th**. In your Technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation.

The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the sample project, understanding of the scope of work, and how it intends to execute the work within schedule and budget.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for **180 days** following the closing date for proposals, the deadline for the submission of Best and Final Offers ("BAFO"), 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.

1.13 Proposal Affidavit

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

1.14 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included, for informational purposes only, as **Attachment D** of this RFP. This Affidavit must be provided within 5

business days after notification of proposed contract award. For purposes of completing Section “B” of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.15 Procurement Method

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

1.16 Arrearages

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

1.17 Revisions to the RFP

If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted to eMMA and to MSA’s website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or firms that were short-listed to participate in the next phase of the procurement process. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal closing date must accompany the Offeror’s Proposal as identified in Section 4.

Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

1.18 Cancellations; Discussions

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

1.19 False Statements

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

- a) In connection with a procurement contract, a person may not willfully:
 - 1. Falsify, conceal, or suppress a material fact by any scheme or device;
 - 2. Make a false or fraudulent statement or representation of a material fact; or
 - 3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.20 Minority Business Enterprise

No MBE participation goal has been set for this procurement. MSA encourages small, minority and women owned firms to respond to this solicitation.

1.21 Incurred Expenses; Economy of Preparation

MSA will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, making an oral presentation, providing a demonstration or performing any other activities related to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

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

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination regarding whether the information may be disclosed.

1.24 Offeror Responsibilities

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

1.25 Patents, Copyrights, and Intellectual Property

a) If the Consultant furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA to use such item.

b) The Consultant will defend or settle, at its own expense, any claim or suit against MSA alleging that any such item furnished by the Consultant infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the Consultant will defend MSA against that claim at the Consultant's expense and will pay all damages, costs, and attorney's fees that a court finally awards, provided MSA: (i) promptly notifies consultant in writing of the claim; and (ii) allows the Consultant to control, and cooperates with the Consultant in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.

c) If any product(s) furnished by the Consultant become, or in the Consultant's opinion is/are likely to become, the subject of a claim of infringement, the Consultant will, at its option and expense: (i) procure for MSA the right to continue using the applicable item; (ii) replace the product with a non-infringing product substantially complying with the item's specifications; or (iii) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

1.26 Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of a contract succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect the rights of the consultant and/or MSA under any termination clause in the contract. The effect of termination of the Contract hereunder will be to discharge the consultant, and MSA 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. MSA shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

1.27 Financial Disclosure

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

1.28 Non-Exclusive Use

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

1.29 Sustainability Policies

MSA is committed to procuring all supplies, services, maintenance, construction, and architectural/engineering services in a manner consistent with the promotion of sound environmental practices. All goods and services provided in response to this solicitation shall conform to those environmental standards.

1.30 Payments by Electronic Fund Transfer

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

1.31 Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party to a Contract resulting from this RFP (including without limitation any information or data stored within the 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 the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

1.32 Loss of Data

In the event of loss of any MSA data or records where such loss is due to the intentional act or omission or negligence of the Consultant or any of its subconsultants 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 recoverable by the Consultant.

1.33 Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this procurement, shall, during the pendency and term of a resulting Contract,

and while serving as an official or employee of the State, become or be an employee of the Consultant or any entity that is a subconsultant on said Contract.

1.34 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, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subconsultants to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

1.35 Contingent Fee Prohibition

The 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 a 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 agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of a Contract.

1.36 Political Contribution Disclosure

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

1.37 Verification of Registration and Tax Payment

Before a corporation can do business in the State, it must be registered with the Department of Assessments and Taxation, State Office Building, Room

803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the closing 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.

1.38 MBE and Prevailing Wage Compliance System

As part of MSA's commitment to assist firms in complying with legal and contractual requirements, MSA maintains a web-based MBE and prevailing wage compliance system. The system was designed to provide various work-flow automation features that improve the project reporting process. This system will monitor contract compliance for all contracts. The prime firm, its first-tier consultants, and all MBE participation subconsultants awarded contracts will be required to use the web-based system to submit project information including, but not limited to, certification of payments made and received and certified payroll records (if the contract includes prevailing wage and/or workforce development requirements). MSA may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

1.39 Maryland Law

This RFP and any subsequent RFPs or Contracts shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.40 Insurance Requirements

See Sample Contract included as **Attachment C**.

SECTION 2

OFFEROR'S QUALIFICATIONS

The Offeror shall meet the following minimum qualifications in order to be considered for selection:

1. It shall be a firm with a minimum of seven (7) years specializing in providing accounting and tax consulting services and is registered to practice in the State of Maryland;
2. In the last seven (7) years, the Offeror must have acted as a tax advisor for at least five (5) state or local bond issues;
3. In the last five years, the Offeror's proposed key personnel must have acted as tax advisors in at least three (3) issues of tax-exempt bonds, of which two (2) of them are public issues; and
4. Has the ability to meet insurance coverage requirements outlined in the Sample Contract, included as **Attachment C** to this RFP.

Note: An Offeror meeting this minimum requirements does not guarantee that the Offeror will be deemed responsible or have its proposal deemed reasonably susceptible of being selected for award.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1 Purpose

MSA is issuing this RFP to select a highly qualified firm to perform tax consulting services on an on-call basis for various MSA projects. The MSA is authorized to issue bonds for certain projects. These projects may include racing facilities, convention centers, museums, theaters, school facilities, parks and campus centers, and sport complexes, to name a few. This RFP will be the basis for selecting one firm that will be issued task orders related to the bond issues as needed. Specifically, MSA is looking for firms that specialize in Section 118 of the Internal Revenue Code and provide advice in the creation of affiliates or subsidiaries that would allow for tax-exempt financing.

The most immediate need for these services is related to the Racing and Community Development Act of 2020 (“RCDA”). MSA is authorized to finance up to \$375 million for the planning, design, and construction of the Pimlico Race track and Laurel Park Race track facilities (“Projects”). These Projects include construction and improvements of the barns, clubhouses, event centers, dormitories or other housing, equine diagnostic and health facilities, museums, training facilities, stables, tracks, infield areas, turf areas, green space, and roadways. The first task order under the Contract will be to determine the applicability of Section 118 relating to proposed bond financing for the Projects. The Consultant will be asked to review the formation of a potential joint venture between Anne Arundel County, Baltimore City\Baltimore Development Corporation and the Maryland Jockey Club and additional subsidiaries to determine if MSA would be able to issue tax-exempt bonds and not subject the Maryland Jockey Club/The Stronach Group to Capital Gain taxes under Section 118 of the Federal tax code. The Notice to Proceed for this task order is expected to be in July 2020. Below is a link to download the RCDA documentation:

<http://mgaleg.maryland.gov/mgaweb/Legislation/Details/SB0987>;
<http://mgaleg.maryland.gov/2020RS/bills/sb/sb0987E.pdf>

3.2 Scope of Work

The Consultant shall be expected to provide the following services based on approved Task Orders (“Services”):

1. Advise MSA regarding tax consequences related to various structures for bond financing, including tax exempt and taxable bonds.
2. Advise MSA on IRS regulatory and statutory constraints for tax-

exempt financing, including without limitation, Section 118 of the IRC.

3. Review and evaluate proposed bond financing structures to determine tax implication for all related parties, including the State, local jurisdictions, and private entities.
4. Assist MSA in the review of relevant documents relating to the bond financing transactions.
5. Provide formal determination letters as requested.
6. Provide any other advice and analysis on tax matters as requested by MSA.

3.3 Independence

During the term of the Contract, for each of the task orders, the selected Offeror, as well as its parent, its subsidiaries, and its affiliates (if any), may not:

1. Serve as a tax consultant or member of the consulting group for the financing transaction upon which the Offeror was tasked under any Task Order.
2. Engage in other activities that could present a real or perceived conflict of interest with the duties of the selected Offeror under the Contract and Task Orders.

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Submission – General Requirements

Offerors shall submit proposals labeled **Request for Proposals – On – Call Tax Consulting Services– Volume I - Technical Proposal.** All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

Offerors shall submit the Technical Proposals by the due date and time set forth in Key Information Summary Sheet, as revised by any addendum. Technical proposals must be uploaded electronically to the link provided in Section 1.10. **The electronic submissions (formatted as .pdf file) shall include the firm’s name in the file name and shall be formatted so each page can be printed in 8 ½ x 11.**

Upon receipt, the Selection Committee will review the Offerors’ Technical Proposals. Firms deemed as meeting all requirements will be ranked and, based on the achieved rankings, selected firms will then be “short listed.” Those short-listed firms will be asked to attend an oral presentation. After oral presentations, the Selection Committee will select which short-listed Offerors will be requested to submit a Financial Proposal.

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

4.2 Volume I – Technical Proposal

This section provides specific instructions for submission of the Offeror’s Technical Proposal. The Technical Proposal shall include:

a) Transmittal Letter

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

b) Title and Table of Contents

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

c) Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.” The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP and attachments (including the sample contract), acknowledge the receipt of any addenda associated with this RFP, and the tax identification number of the “prime” Offeror. The Executive Summary shall not exceed two (2) pages.

NOTE: 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 an Offeror takes no exception, the Executive Summary should so state.

d) Experience and Qualifications

Per the requirements noted in Sections 2 and 3 of the RFP, the following information shall be included in this section:

1. Firm’s Experience and Capabilities – An overview of the Offeror’s experience in providing tax consulting services, including the number of years and relevant sample projects related to tax-exempt bond issues.
2. Work Plan and Organizational Chart – The Offeror’s organization and how it intends to complete the Services, including a description of its approach for this type of engagement. Offeror must include an organizational chart that must identify all member(s), including subconsultants, that will be providing the Services.
3. Key Personnel - This section shall include, at a minimum, the resumes for all key personnel and information to illustrate the minimum qualifications set forth in Section 2 and relevant experience related to the first proposed task order.
4. Conflict of Interest - The Offeror shall identify any potential conflict of interest regarding the task order for the Projects.
5. Insurance – Offeror must submit proof of insurance certifying the Offeror’s ability to comply with the insurance requirements

as set forth in the sample Contract attached hereto as **Attachment C**. Offerors shall also identify any joint ventures at the time of submission, and submit a copy of the joint venture agreement, if applicable.

6. References – Offeror shall provide the name, contact number, email, and project information for three (3) references.

e) Economic Benefits Factor

1. 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 the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Financial Proposals. See COMAR 21.05.03.03A(3).
2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorable than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
3. 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.
4. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor 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 benefits attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
5. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - i. Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - ii. Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - iii. Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
6. 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 the Contract.
7. Examples of economic benefits to be derived from a contract may include any of the factors listed below. For each factor identified below, identify the specific benefit and contractual

commitments, and provide a breakdown of expenditures in that category:

- i. The contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subconsultants/subcontractor, suppliers, and joint venture partners. **Do not include actual fees or rates paid to subconsultants or information from your Financial Proposal;**
- ii. 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, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
- iii. Tax revenues to be generated for Maryland its political subdivisions as a result of the Contract. Indicated tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- iv. Subcontract dollars committed to Maryland small businesses and MBE firms; and
- v. 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 of impetus.

4.3 Other Required Submissions

In addition, Offerors must submit the following items in the Technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**);
2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**); and,
3. A completed Consultant Corporate Profile (**Attachment E**);

4.4 Volume II - Financial Proposal

a) Required Submissions

Information about due date and submission instructions will be included in the notification to the selected Short-listed Offerors.

SECTION 5

EVALUATION CRITERIA AND SELECTIONPROCEDURE

5.1 Evaluation Criteria

Evaluation of the Proposals will be performed by the Selection Committee and will be based on the criteria set forth below. The Technical Proposal will have more weight than the Financial Criteria.

5.2 Technical Criteria

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

- a) Experience and qualifications of the Offeror and its key management personnel with specific emphasis on key personnel's experience with similar projects.
- b) Adequacy of the Work Plan presented to provide the proposed services and proposed approach.
- c) Oral Presentation.
- d) References and past performance.
- e) Economic Benefits to the State of Maryland.
- f) Quality of Submission.

5.3 Financial Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Proposal Price within the stated guidelines set forth in this RFP.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offeror in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference may be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

5.5 General Selection Process

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

5.6 Award Determination

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

ATTACHMENTS

Attachments can be downloaded via the following link:

<https://mdstad.sharefile.com/d-s791041f69424364a>

- A. BID/PROPOSAL AFFIDAVIT**
- B. CONFLICT OF INTEREST AFFIDAVIT**
- C. SAMPLE CONTRACT –AGREEMENT FOR
PROFESSIONAL SERVICES**
- D. CONTRACT AFFIDAVIT**
- E. CONSULTANT CORPORATE PROFILE**

Attachment A
Bid/Proposal Affidavit

ATTACHMENT - Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, 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 bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a Contractor may not identify a certified minority business enterprise in a bid or 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 bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or 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; or

(9) 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)—(8) 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 it 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. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the 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.

J. 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.

K. 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 or offer, 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 whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (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' 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 §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(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 §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign ___) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____ Address: _____
(If not applicable, so state). _____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and

regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. 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.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or 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: _____

(Authorized Representative and Affiant)

Attachment B
Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

- 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 an Offeror, Bidder, Contractor, consultant, or subcontractor or subconsultant 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 or offer is made.

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

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

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

Attachment C
Sample Contract – Agreement for Professional Services



ON-CALL TAX CONSULTING SERVICES AGREEMENT

BETWEEN

MARYLAND STADIUM AUTHORITY

AND

[CONSULTANT FIRM NAME]

MSA CONTRACT NO. _____

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MARYLAND STADIUM AUTHORITY
CONTRACT NO. _____
ON-CALL TAX CONSULTING SERVICES AGREEMENT

THIS ON-CALL TAX CONSULTING SERVICES AGREEMENT (this "**Agreement**") is entered into this _____ day of _____, 202__ by and between the MARYLAND STADIUM AUTHORITY, a body politic and corporate and an instrumentality of the State of Maryland ("**MSA**"), and [CONSULTANT FIRM NAME], a [State of Organization] [Type of Organization] ("**Consultant**"),

RECITALS

WHEREAS, under the conditions and terms set forth herein, MSA desires to retain a consultant to provide cost estimating services for MSA-managed projects on an as needed basis.

WHEREAS, Consultant desires to provide such services for MSA, subject to the terms and conditions set forth herein.

SECTION 1 – AGREEMENT

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

NOW, THEREFORE, for and in consideration of the promises and covenants, conditions, representations, and warranties contained herein, and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 Relationship

Consultant accepts the relationship of trust and confidence established with MSA by this Agreement, and covenants to provide Consultant's reasonable skill and judgment and to cooperate with MSA and its various partners and contractors, including those working on a task order, in furthering the interests of MSA in connection with the relevant project.

Section 1.2 Compliance with Laws

The Consultant hereby represents and warrants that:

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

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

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

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

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

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

Section 1.3 Quality of Work & Standard of Care

The general scope of work for this Agreement is set forth in the Contract Documents. Consultant shall provide the services (Services) to MSA as described in the Contract Document and any task order. In performing its duties hereunder, Consultant shall use a level of skill and exhibit a standard of care that is appropriate for the requisite Services. Consultant understands and acknowledges that MSA's decision to appoint Consultant is based upon the experience, qualifications, and other materials submitted in response

toRFP. Consultant further represents and warrants that such materials are, as of the date that they were submitted and as of the date hereof, accurate in all material respects and fairly represent the capabilities of Consultant and its subconsultants.

Section 1.4 Representations

Consultant represents that it is thoroughly familiar with, and understand the requirements of the task order and is experienced in providing the Services. It represents to MSA that it has all of the necessary education, skill, knowledge and experience required for the Project.

Section 1.5 Contract Documents

1.5.1 Contract Document Priority. The Contract Documents consist of this Agreement, the Contract Affidavit, the RFP including all attachments, exhibits and addenda, the Consultant's Technical Proposal and Financial Proposal (as amended by a best and final offer if applicable). The Technical Proposal and Financial Proposal are together the "**Proposal**".

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

- a. This Agreement, including all exhibits and any amendments thereto,
- b. The Contract Affidavit;
- c. The RFP and subsequent addenda;
- d. Task Order;
- e. The Consultant's Proposal.

1.5.2 The order of priority in section 1.5.1 notwithstanding, it is the Consultant's responsibility to inform MSA of any material inconsistencies and confirm any information necessary for the complete, successful prosecution of the Services.

1.5.3 Nothing in the Proposal or other submissions from the Consultant shall prevail over any Contract Document unless expressly agreed to in writing by MSA with a properly approved Change Order (*see* Article 9) or modification to the Agreement.

1.5.4 Inconsistent Terms or Requirements. Any provisions herein to the contrary notwithstanding, all Contract Documents shall be construed consistently to the extent possible.

1.5.5 Interpretation of the Contract Documents. MSA's Project Manager shall be the final interpreter of the Contract Documents; and it will furnish with reasonable

promptness through MSA or the Architect, such clarifications as it may deem necessary for the proper execution of the Services.

1.5.6 Unless otherwise stated in the Contract Documents, words which have well-known technical construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5.7 Contract Representatives. Consultant's Project Manager identified in its Technical Proposal, shall be deemed to have authority to render any decision or take any action required under this Agreement. MSA's Project Manager identified in Section 14.18 is the Consultant's MSA contact for the purpose of communicating routine information, requesting assistance, or making routine inquiries regarding this Agreement. This subsection 1.5.7 notwithstanding, only an authorized MSA official acting in the capacity of Contract Representative is authorized to make changes to the scope of Services or to consent to modifications to this Agreement. The Contract Representative may also be MSA's Project Executive.

1.5.8 Entire Agreement. This Agreement represents the entire and integrated agreement between MSA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

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

Section 1.6 Period of Performance

The period of performance (the "Term") shall commence on the date identified in the Notice to Proceed (the "NTP"). Unless terminated in accordance with the terms of this Agreement, the initial term shall remain in full force and effect for a period of three (3) years from the commencement date in the NTP. MSA shall have the option to renew this Agreement for one (1), two (2) year renewal period, upon the same terms and conditions as set forth in this Agreement, by providing written notice to the Consultant prior to expiration of the initial term. If this Agreement would otherwise expire in accordance with this Section, MSA may unilaterally extend the Agreement for such time as may be necessary to permit completion of tasks ordered by MSA that would otherwise remain incomplete at the time of expiration.

ARTICLE 2 **SERVICES**

Section 2.1 Scope of Work

2.1.1 The general scope of work for this Agreement is set forth in the Contract Documents. MSA will issue a task order (Task Order) to the Consultant, which may be amended from time to time, which shall set forth in detail the scope of work for the specific project. Consultant shall provide the services to MSA as described in the Contract Documents and Task Order in order to assist with a specific project. The Task Order will also identify the project owner(s) for the specific project. Consultant understands that MSA may have more than one project ongoing during the term of this Agreement, and that MSA may issue a separate Task Order for each project. Consultant agrees to provide the Services requested by MSA for each project as specified in the Task Order(s). Unless specified in the applicable Task Order, any further service required of the Consultant shall be considered Additional Services in accordance with Section 2.2.

2.1.2 In performing its duties hereunder, Consultant shall use a level of skill and exhibit a standard of care that is appropriate for a Consultant providing the requisite services in connection with projects of similar size and scope. Consultant understands and acknowledges that MSA's decision to appoint Consultant is based upon the experience, qualification, and other materials submitted in response to the RFP. Consultant further represents and warrants that such materials are, as of the date that they were submitted and as of the date hereof, accurate in all material respects and fairly represent the capabilities of Consultant and its subcontractors.

2.1.3 Consultant shall, at all times, meet the standard of care described above when fulfilling its duties and obligations under this Agreement, the Contract Documents, and Task Order. Consultant shall reasonably cooperate with MSA, the project owner and their employees, agents, and contractors in delivering any service hereunder. At all times, Consultant shall keep MSA's Project Manager (as defined below) reasonably informed of the progress made in the performance of all assigned duties.

2.1.4 Any work product, whether written or in electronic format, prepared by Consultant during the term of this Agreement for MSA shall become the sole and exclusive property of MSA. Such work product shall not be used by Consultant or its subcontractors for other projects without the specific written consent of MSA.

2.1.5 Unless Consultant has obtained the prior written consent of MSA's Contract Representative (as defined below), Consultant shall not (a) release, disseminate, publish, distribute, or circulate, in any manner whatsoever, any information, data, document or materials related to the services or performance of the services under this Agreement, or (b) publish any final reports or documents.

Section 2.2 Additional Services

Consultant shall perform additional services (hereinafter “Additional Services”) upon the mutual consent of MSA and Consultant, and upon written authorization to proceed from MSA. Such Additional Services shall be paid in accordance with subsections 3.4 and 3.5 of this Agreement. Compensation for Additional Services shall be based on the hourly rates or fees set forth in Exhibit 3.

Section 2.3 Patents, Copyrights, Trade Secrets and Protected Matters

2.3.1 The Consultant assumes the risk that any materials, equipment, processes, or other items required under this Agreement or furnished by the Consultant are subject to any patent, copyright, trademark, trade secret or other property right of another. Consultant shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by MSA. Consultant shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall hold harmless MSA, the State, and the project owner from loss or expense on account thereof.

ARTICLE 3
STAFFING

Section 3.1 The Project Team

3.1.1 The Consultant shall not make any changes in the composition of its project team (the “**Project Team**”) identified in its Proposed Task Order, or as otherwise consented to in writing by MSA. Any change to the Project Team without MSA’s written consent shall be cause for Termination.

3.1.2 If required by applicable State or federal law, Consultant’s personnel – including members of the Project Team and any subconsultants, shall be subject to a security and/or criminal background check. Before or after award of the contract, at the sole discretion of MSA, those persons found to be unfit to work on State contracts may be excluded from work on the Project at no additional cost to MSA.

3.1.3 Only personnel thoroughly trained and skilled in the tasks assigned them may be employed for any portion of the commissioning services. Any Consultant employee, Project Team member, or subconsultant found to be unskilled or untrained shall be removed.

3.1.4 When municipal, county, State or federal laws require that certain personnel (electricians, plumbers, etc.) be licensed, then all such personnel, including subconsultants, employed by, or under contract with, the Consultant for the Project shall be so licensed.

3.1.5 If the MSA in its sole discretion determines that any employee, including a Project Team member or Consultant subconsultant is not performing satisfactorily, MSA shall have the right to direct that Consultant to replace the individual(s). The Consultant shall provide MSA with resumes of possible replacements and MSA shall have the opportunity, but not the obligation to interview replacement candidates.

ARTICLE 4 SUBCONSULTANTS

Section 4.1 Contractual Responsibility

4.1.1 Except as specified in the Proposal, Consultant shall not subcontract any of the Services to be performed under this Agreement without the prior written consent of MSA.

4.1.2 The Consultant is fully responsible to MSA, the State and the project owner for the acts and omissions of its subconsultants at any tier, and persons either directly or indirectly employed by them, as well as for the acts and omissions of itself and persons directly employed by it.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relationship between a subconsultant at any tier and MSA, the State, or the project owner, and nothing in the Contract Documents is intended to make any such entity a beneficiary of the contract between MSA and Consultant. No subconsultant at any tier shall have or make any claim or cause of action directly against MSA, the State or the project owner.

Section 4.2 Prompt Payment of Subconsultants

4.2.1 If the Consultant withholds payment of an undisputed amount to its subconsultant, the Department, at its option and in its sole discretion, may take one or more of the following actions:

(a) Not process further payments to the Consultant until payment to the subcontractor is verified;

(b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

(c) Pay or cause payment of the undisputed amount to the subconsultant from monies otherwise due or that may become due;

(d) Place a payment for an undisputed amount in an interest-bearing, escrow account; or

(e) Take other or further actions as appropriate to resolve the withheld payment.

4.2.2 An "undisputed amount" means an amount owed by the Consultant to a subconsultant for which there is no good faith dispute, Such "undisputed amounts" include, without limitation;

(a) Retainage which had been withheld and is, by the terms of the agreement between the Consultant and subconsultant, due to be distributed to the subconsultant; and

(b) An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

4.2.3 An act, failure to act, or decision of a Procurement Officer or a representative of MSA, concerning a withheld payment between the Consultant and a subconsultant under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between MSA and the contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of MSA.

4.2.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect; to subconsultants that have contracted pursuant to the Minority Business Enterprise (MBE) program.

4.2.5 To ensure compliance with certified MBE subcontract participation goals, MSA may, consistent with COMAR.21.11.03.13, take the following measures:

(a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

- (i) Inspecting any relevant records of the Consultant;
 - (ii) Inspecting the jobsite; and
 - (iii) Interviewing subconsultants and workers.
- (b) Verification shall include a review of:
- (i) The Consultant's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subconsultants and the reason for nonpayment; and
 - (ii) The monthly report of each certified MBE subconsultant, which lists payments received from the Consultant in the preceding thirty (30) days and invoices for which the subconsultant has not been paid.

(c) If MSA determines that the Consultant is not in compliance with certified MBE participation goals, then MSA will notify the Consultant in writing of its findings, and will require the Consultant to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Consultant to compensate the MBE for work performed as set forth in the MBE participation schedule.

(d) If MSA determines that the Consultant is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that MSA requires, then MSA may:

- (i) Terminate the contract;
- (ii) Refer the matter to the Office of the Attorney General for appropriate action; or
- (iii) Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

(e) Upon completion of the agreement, but before final payment or release of retainage or both, the Consultant shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subconsultants.

Section 4.3 RESERVED

Section 4.4 Subcontract – Contract Provisions

4.4.1 In addition to any other required term or provision contained herein, the Consultant must bind every subconsultant - and will see that every subconsultant agrees to be bound - by the terms of the Contract Documents, as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved by MSA. Consultant must include in any subcontracts the following provisions:

4.4.2 Subconsultant agrees to be bound to the Consultant by the terms of the Contract Document between the Consultant and MSA, and to assume toward it all obligations and responsibilities that the Consultant, by those documents assumes towards MSA.

4.4.3 Subconsultant agrees to submit to the Consultant applications for payment in such reasonable time as to enable the Consultant to apply for payment under Article 6.

4.4.4 The provisions required by Sections 4.2 and 4.4.

4.4.5 Each contract shall be assignable to MSA at MSA's election in the event the Consultant is terminated or fails to perform its obligations under the Contract Documents. MSA may assign its rights under those documents and this Agreement to any other unit or instrumentality of the State without notice to the subconsultant.

4.4.6 The Consultant shall have the right to require the subconsultant to accelerate performance of its work at its own cost (and not as a cost to MSA) as necessary to satisfy the time requirements set forth in the Task Order.

4.4.7 The provisions of this Section 4.4 notwithstanding, unless there is an assignment of contract pursuant to this Section the Consultant shall be solely responsible for all

subconsultants and none of MSA, the project owner, or the Architect shall have privity of contract with, or, obligations or liabilities to the subconsultants.

ARTICLE 5
PREVAILING WAGE REQUIREMENTS

Not applicable.

ARTICLE 6
COMPENSATION AND PAYMENT PROVISIONS

Section 6.1 Compensation and Method of Payment

6.1.1 Contract Amount. Consultant's fees for any Task Order shall be agreed upon in writing in advance by the parties as set forth herein. Rates included in the Task Order shall be based on the hourly rates set forth in Exhibit 3. The rates included in Exhibit 3 are fixed for the duration of the contract and shall be inclusive of all overhead, profit, travel, direct, and indirect costs with the exception of specific reimbursable expenses as set forth in Section 6.3 herein.

6.1.2 Additional Services. Additional Services performed pursuant to subsection 2.2 shall be paid for in accordance with this Article 6. Compensation for Additional Services shall be based on actual time spent at hourly rates set forth in Exhibit 3 or as mutually agreed upon by Consultant and MSA.

6.1.3 Invoices. Consultant shall submit detailed invoices ("**Invoice**"), setting forth (i) the name of the employee or subconsultant performing services; (ii) the date(s) of service(s); (iii) a complete description of services performed; (iv) the agreed upon rates charged for said services; and (v) the hours - or fractional hours expended.

6.1.4 Payment Consultant's compensation will be based upon a reasonable number of actual hours expended by Consultant's employees and subconsultants in the performance of Services, as approved by MSA, multiplied by the agreed upon rates for such Services.

Section 6.2 State Payment Provisions

6.2.1 Invoices are reviewed and approved by MSA. Payment is made by the Maryland State Treasurer subject to the following:

(a) In addition to any other information required by the Procurement Officer, the Consultant's invoices shall include a tax payer identification number and contract identification number and MSA's Blanket Purchase Order Number (to be provided by MSA).

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

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

6.2.2 Consultant shall be paid by Electronic Funds Transfer as required by the RFP unless it has requested and been granted an exemption.

6.2.3 Taxes. The State nor MSA shall not withhold federal, State, local or FICA taxes, if any, from payments made pursuant to this Agreement.

Section 6.3 Reimbursable Expenses

6.3.1 Consultant shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Consultant in the performance of this Agreement, subject to the terms and conditions set forth in the RFP, this Agreement, and the approval of MSA, and shall include but not be limited to:

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

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

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

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

6.3.6 Consultant's projected itemized schedule of reimbursable expenses is included in Exhibit 3.

Section 6.4 Non-Reimbursable Expenses

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

ARTICLE 7
MINORITY BUSINESS ENTERPRISE

Not applicable.

ARTICLE 8
INSURANCE

During the Term of this Agreement, including any extension, Consultant shall obtain, maintain, and provide satisfactory evidence of insurance coverage satisfying at least the minimum requirements set forth in Exhibit 8 of this agreement.

ARTICLE 9
CHANGES TO SERVICES OR AGREEMENT

Section 9.1 Change Directives

9.1.1 MSA may, without invalidating the Agreement, and without notice to or approval of any surety, order changes in the Services required under the Agreement, including additions, deletions or modifications. Any such change must be conveyed by MSA to Consultant via an executed written change directive (a “**Change Directive**”).

Subject to provision of prompt notice set forth in subsection 9.1.2, Consultant may be entitled to a Change Directive extending the time for performance, or increasing the price for Services, upon discovery of conditions or events (together “**Conditions**”) having a material impact on the schedule or the cost.

9.1.2 Prompt Notice. If Consultant encounters or discovers Conditions which it reasonably believes may have a material impact on the Services to be provided it shall promptly notify MSA in writing of such Conditions, and the possible effect on cost and schedule. Any notice shall be given as soon as possible, but in no event more than five (5) calendar days following the earlier of when Consultant knew or should have known of the Conditions. Consultant acknowledges that failure to provide timely notice may limit or eliminate MSA's ability to investigate, verify or mitigate such Conditions. Any adjustment to Consultant's price shall be determined by MSA after its review and consideration of the Conditions. Consultant shall include provisions similar to this provision in all of its subcontracts.

9.1.3 Failure to Agree. In the event of a dispute between MSA and the Consultant as to whether any Services are included in the scope of the Agreement such that the Consultant would be obligated to provide that Service at no additional cost to MSA, the Project Manager may order the Consultant under this Section 9.1 to perform the Service with issuance of a Change Directive. Consultant shall proceed with the work and MSA's Change Directive, without interruption or delay, and may make a claim as provided in Section 10 of this Agreement. Failure to proceed due to a dispute over a Change Directive shall constitute a material breach of this Agreement and entitle MSA to all available remedies for such breach, including, without limitation, termination for default.

ARTICLE 10
DISPUTES

Section 10.1 Dispute Resolution

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this Section.

10.1.1 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this Article. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this Article.

10.1.2 A claim shall be made in writing and submitted to the Project Executive for decision within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

10.1.3 When a claim cannot be resolved by mutual agreement, the Consultant shall submit a written request for final decision to the Project Executive. The written request shall set forth all the facts surrounding the controversy.

10.1.4 The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its claim.

10.1.5 The Project Executive shall render a written decision on all claims within 90 days of receipt of the Consultant's written claim, unless the Project Executive determines that a longer period is necessary to resolve the claim. If a decision is not issued within 90 days, the Project Executive shall notify the Consultant of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Consultant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Project Executive's decision shall be deemed the final action of the MSA.

10.1.6 The Project Executive's decision shall be final and conclusive without prejudice to the rights of the Consultant to institute suit after completion of the Services in a court of competent jurisdiction for losses incurred by Consultant as a result of the Project Executive's decision. Consultant hereby waives any rights that it may have at any time to institute suit or file other claims or causes of action, at law or in equity, prior to completing all of the Services under the Contract Documents.

10.1.7 Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Agreement in accordance with the Project Executive's decision.

ARTICLE 11
INDEMNIFICATION AND RESPONSIBILITY
FOR CLAIMS AND LIABILITY

Section 11.1 Indemnification

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

(b) Consultant shall not be responsible for the acts or omissions of MSA or the project owner, or any contractor or subconsultant hired or engaged directly by MSA with respect to the Project.

(c) Consultant, MSA or the project owner shall be liable to the other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake and epidemic, atmospheric condition of unusual severity, war, and strikes.

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

Section 11.2 Responsibility for Claims and Liability

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

ARTICLE 12
RETENTION OF RECORDS

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

ARTICLE 13
DISSEMINATION OF INFORMATION

Unless Consultant has obtained the prior written consent of MSA, Consultant shall not (a) release, disseminate, publish, distribute, or circulate, in any manner whatsoever, any information, data, document or materials related to the Services or performance of the Services under this Agreement, or (b) publish any final reports or documents.

ARTICLE 14
STATE TERMS

Section 14.1 General State Terms

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

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

14.1.3 Assignment. This Agreement may not be assigned by either Party, in whole or in part without the written consent of the other; provided however, that MSA may assign any or all of its rights under this Contract to the State of Maryland, any agency or department thereof, or the project owner. The Consultant shall notify the MSA immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Consultant.

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

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

14.1.6 Articles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or provision thereof.

14.1.7 Personal Liability of Public Officials. In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of MSA, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representation of MSA.

Section 14.2 Non-Discrimination Provisions

14.2.1 Nondiscrimination in Employment. Consultant agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subconsultants to post in conspicuous places

available to employees and applicants for employment, notices setting forth the substance of this clause.

14.2.2 Commercial Nondiscrimination. As a condition of entering into this Agreement, the 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, the company 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 subconsultants, vendors, suppliers, or commercial customers, nor shall Consultant retaliate against any person for reporting instances of such discrimination. The Consultant shall provide equal opportunity for subconsultants, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Consultant understands and agrees 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 the 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.

As a condition of entering into this agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Consultant under Title 19 of the State Finance and Procurement Article, as amended from time to time, the company agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subconsultants, vendors, and suppliers that the company 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 the contractor on each subcontract or supply contract. The company 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. The company understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Section 14.3 Disclosures and Ethics

14.3.1 Financial Disclosure. Consultant shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

14.3.2 Statement of Political Contributions. Consultant shall comply with the Election Law Article, Title 14 Subtitle 1, Md. Code Ann., which requires that a person doing public business with the State, shall file a statement with the State Board of Elections as provided in section 14.

14.3.3 Generally, this applies to every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

14.3.4 Anti-Bribery. Consultant warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

14.3.5 Contingent Fees. Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

14.3.6 Appropriation of Funds. If funds are not appropriated or otherwise made available to MSA to support continuation of this Agreement, this Agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available; provided, however, that this will not affect either party's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both Consultant and MSA from future performance of this Agreement, but not from their rights and obligations existing at the time of termination. The Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of this Agreement. MSA shall notify the Consultant as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first. Consultant may not recover anticipatory profits or costs incurred after termination.

14.3.7 False Statements. Consultant shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to MSA in connection with this Agreement.

Section 14.4 Drug and Alcohol Free Workplace

The Consultant warrants that it shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that it shall remain in compliance throughout the term of this Agreement.

Section 14.5 Tax Exemption

MSA is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Where a Contractor (or the Consultant) is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

Section 14.6 Governmental Immunities

Nothing in the preceding provision, or in any other term or provision in this Agreement, shall waive, limit, or otherwise affect in any way the limitations, immunities or notice requirements applicable to claims against MSA as unit of the State of Maryland.

Section 14.7 Tort Claims Acts

Consultant agrees for itself and for its insurers, that neither Consultant nor its insurers may raise or use any governmental immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against MSA, the State or the project owner, unless requested by MSA.

Section 14.8 Independent Contractor Status

The Consultant is an independent Contractor and neither the Consultant nor its employees, agents or representatives shall be considered employees, agents or representative of the State or of MSA. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint venturers or an association between the State, MSA, or the project owner and the Consultant.

Section 14.9 No Arbitration

No Arbitration: No dispute or controversy under this Agreement shall be subject to binding arbitration.

Section 14.10 Approvals

This Agreement shall not be effective until all required approvals of the Maryland Stadium Authority Board and the State of Maryland Board of Public Works (if required) have been obtained. No work shall be commenced hereunder until MSA notifies the Consultant that such approvals have been obtained.

Section 14.11 No Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MSA or the Consultant. There are no intended third party beneficiaries of this Agreement.

Section 14.12 Time of the Essence

Time is of the essence in the performance of the obligations of the Consultant under this Agreement.

Section 14.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 14.14 Termination

14.14.1 Termination for Default. If the Consultant fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, MSA 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 MSA's option, become MSA's property. The State / MSA shall pay Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and MSA or the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14.14.2 Termination for Convenience. The performance of work under this Agreement may be terminated by MSA in accordance with this clause in whole, or from time to time in part, whenever MSA or the State shall determine that such termination is in the best interest of the State. The State /MSA will pay all reasonable costs associated with this Agreement that the Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. 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 21.07.01.12A(2).

Section 14.15 Severability

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Section 14.16 Contract Affidavit

Simultaneously with the execution of this Agreement, Consultant shall execute, seal and deliver to MSA the signed contract affidavit attached hereto as Exhibit 5.

Section 14.17 Authority to Execute

The individual signing this Agreement on behalf of Consultant represents and warrants that (i) Consultant is duly organized and authorized to do business in the State of Maryland; and (ii) this Agreement has been duly authorized and is validly executed by an authorized officer of the Consultant.

Section 14.18 Contract Representatives

The following individuals are designated as representatives for the purposes of the routine management of the Agreement and communication between the parties.

MSA Contract Representative: Carmina Perez-Fowler

Project Manager: David Raith

Project Executive: David Raith

Consultant's Contract Representative(s):

Project Manager:

Section 14.19 Notices

All notices required or permitted hereunder shall be in writing and delivered personally or by registered certified mail (restricted delivery) return receipt requested, postage prepaid or by overnight courier to the addresses set forth below:

If to MSA:

Maryland Stadium Authority
333 West Camden Street, Suite 500
Baltimore, MD 21201-2435
Attn: David Raith, CFO/MBE Liaison

With copy to:

Office of the Attorney General
Attn: Cynthia Hahn, Counsel / MSA
200 St. Paul Place, 20th Floor
Baltimore, MD 21202

If to Consultant:

Name
Address
City, State, Zip
Attn: (Name & Title)

Any party may designate another addressee or change its address by notice given to the other party pursuant to this Section. All notices shall be deemed given upon receipt thereof or at the time delivery is refused.

The effective date (the “**Effective Date**”) of this Agreement shall be the last date that this Agreement is executed either by the Consultant or the Maryland Stadium Authority.

ATTEST:

MARYLAND STADIUM AUTHORITY

By: _____

By: _____ (SEAL)

Michael J. Frenz, Executive Director

ATTEST:

CONSULTANT

By: _____

By: _____ (SEAL)

Printed Name:

Approved for legal form and sufficiency:

Assistant Attorney General
Maryland Stadium Authority

LIST OF EXHIBITS

- Exhibit 1 Request for Proposals
- Exhibit 2 Technical Proposal
- Exhibit 3 Financial Proposal
- Exhibit 4 Bid/Proposal Affidavit
- Exhibit 5 Contract Affidavit/Disclosure
- Exhibit 6 Conflict-of-Interest Information and Disclosure Affidavit
- Exhibit 7 Insurance Requirements

Exhibit 1
Request for Proposals

Exhibit 2
Technical Proposal

Exhibit 3
Financial Proposal

Exhibit 4
Bid/Proposal Affidavit

Exhibit 5
Contract Affidavit

Exhibit 6
Conflict-of-Interest Information and Disclosure Affidavit

Exhibit 7 Insurance Requirements

Insurance coverage shall include:

A. Professional Liability (PL) Insurance

The Consultant shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect MSA, the State of Maryland, and [the project owner] from damages arising from, and against liability for, errors and omissions in design work performed by the Consultant or any member of the Consultant's team. A minimum coverage limit of \$1,000,000 Aggregate is required.

Additional PL insurance requirements:

1. The Consultant shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the Contract term, if the available limits in aggregate fall below 50%, the Consultant shall notify the Procurement Officer and take action promptly to restore the limits to the required level.
2. Deductible shall be the responsibility of the Consultant and may not exceed \$25,000 without prior approval by the Procurement Officer.
3. There shall be no exclusion for environmental claims arising out of the performance of the professional services.
4. Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the issuer that the joint venture is insured under the policy.

B. Commercial General Liability Insurance

The Consultant shall obtain and maintain, from and after the date of the Contract, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the Consultant, subconsultants, and suppliers that satisfies the following requirements:

1. Commercial General Liability ("CGL") insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
2. Minimum coverage limits of: \$1,000,000 as a per occurrence limit; \$2,000,000 as a general aggregate limit (applied separately to claims arising from the Consultant's performance under the Contract); and \$2,000,000 as a products/completed operations limit.

3. Maryland Stadium Authority, the State of Maryland, and [the project owner] (collectively “Additional Parties”) shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents. As Additional Insureds, the Additional Parties shall have coverage for liability arising out of the Consultant’s ongoing and completed operations performed for MSA.
4. The CGL insurance policy shall include waivers of subrogation in favor of the Additional Parties.
5. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to the Additional Parties.
6. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
7. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Consultant pursuant to the Contract.
8. The CGL insurance policy shall also include the following extensions:
 - a. The general aggregate limit shall apply separately to the Contract;
 - b. Premises/Operations;
 - c. Actions of Independent Consultants;
 - d. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
 - e. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and
 - f. If a Program encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG-24-17 or its equivalent prior to the Consultant beginning any work on such Project.

C. Automobile Liability

The Consultant shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile Liability (“BAL”) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:

1. Minimum \$2,000,000 combined single limit on coverage.
2. The BAL insurance policy shall include waivers of subrogation in favor of the Additional Parties.
3. The BAL insurance policy shall name the Additional Parties as Additional Insureds.
4. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA- 20-70 or its equivalent prior to the Consultant beginning any work on such Project.

D. Workers Compensation and Employers Liability

The Consultant shall obtain and maintain, from and after the date of the Contract, insurance coverage for claims arising from Workers Compensation statutes and from Employer’s Liability or other third party legal liability claims arising from bodily injury, disease, or death of the Consultant’s employees. Such insurance shall satisfy the following requirements:

1. The Consultant shall provide Workers Compensation coverage for all employees and require that their subconsultants provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
2. The policy shall provide for both Workers Compensation coverage (“Part A”) and Employers Liability coverage (“Part B”).
3. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.
4. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of the Additional Parties. The Additional Parties shall

be named as Additional Insureds with respect to Part B (Employers Liability).

E. Excess Liability / Umbrella Liability

The Consultant shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the Consultant that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer's Liability) of the Workers' Compensation and Employer's Liability insurance policy. Such excess/umbrella insurance shall satisfy the following requirements:

1. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$2,000,000 per occurrence.
2. The Additional Parties shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.
3. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of the Additional Parties.
4. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to the Additional Parties.

F. Additional insurance requirements

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Consultant shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular project, or as required by law, whichever is greatest.
2. A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.
3. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers' Compensation, shall name the Additional Parties as "Additional Insured."
4. Consultant shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Consultant, by any

subconsultant, by any person employed by the Consultant or any subconsultant, or by anyone for whose acts the Consultant may be liable.

5. The Consultant agrees, for itself and for its insurers, that neither Consultant nor its insurers may raise or use in the adjustment of claims or in the defense of suits against the Additional Parties, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by MSA.
6. MSA prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an “occurrence basis.” However, if any liability insurance policy is on a “claims made” basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non- replacement, the Consultant must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.
7. No acceptance and/or approval of any insurance by MSA shall be construed as relieving the Consultant, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.

Attachment D
Contract Affidavit

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

_____ is a (check applicable items):

- (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 Department ID given to the above business by the State Department of Assessments and Taxation is:

The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

(Print name) _____

(Print 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 the 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, Subtitle 1 of Title 14 of the Election Law Article of the Annotated Code of Maryland and all regulations promulgated by the State Board of Elections pursuant thereto, which provisions require 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 the specified aggregate amount or more, shall file with the State Board of Elections statements disclosing certain contributions at specified times.

E. DRUG AND ALCOHOL FREE WORKPLACE

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 or offer, 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) of this affidavit;
- (h) In the statement required by §E(2)(b) of this affidavit, notify its employees 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) of this affidavit or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii) of this affidavit 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:
 - (k) Take appropriate personnel action against an employee, up to and including termination; or
 - (l) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (m) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a) through (j) of this affidavit.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in §E(4) of this affidavit, 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 _____, 20____, 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 E
Consultant Corporate Profile

Consultant Corporate Profile

Firm Contact Information

Firm Name: _____

Federal ID Number: _____

Point of Contact: _____ Phone Number: _____

Regional Office Address: _____

Firm Background Information

Year Firm Founded: _____

Is the firm MDOT MBE Certified? Yes/No

If certified, provide the certification number and minority status.

Primary Business / Service Provided: _____

Number of Years Performing Services: _____

Number Full Time Employees (Corporate / Regional Office): _____ / _____

Provide a brief narrative outlining the firm's history.

Provide a brief narrative outlining what services the firm intends to self-perform.

Provide a brief narrative outlining what services the firm intends to subcontract to others.

Provide a brief narrative outlining the firm's familiarity with standards, laws and conditions as they apply to the work to be performed under this project.

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

Provide sales volume and project completion data for the most recently completed three-year period. Note that information provided is to be for the regional / local office that would be responsible for completing work under this solicitation.

Volume	Annual Sales	Completed Projects	Largest Project
2016	_____	_____	_____
2017	_____	_____	_____
2018	_____	_____	_____
2019	_____	_____	_____

Firm References

Provide three (3) references. Note that references are to be from different projects; that is, only one reference per project is allowed.

Project Name: _____

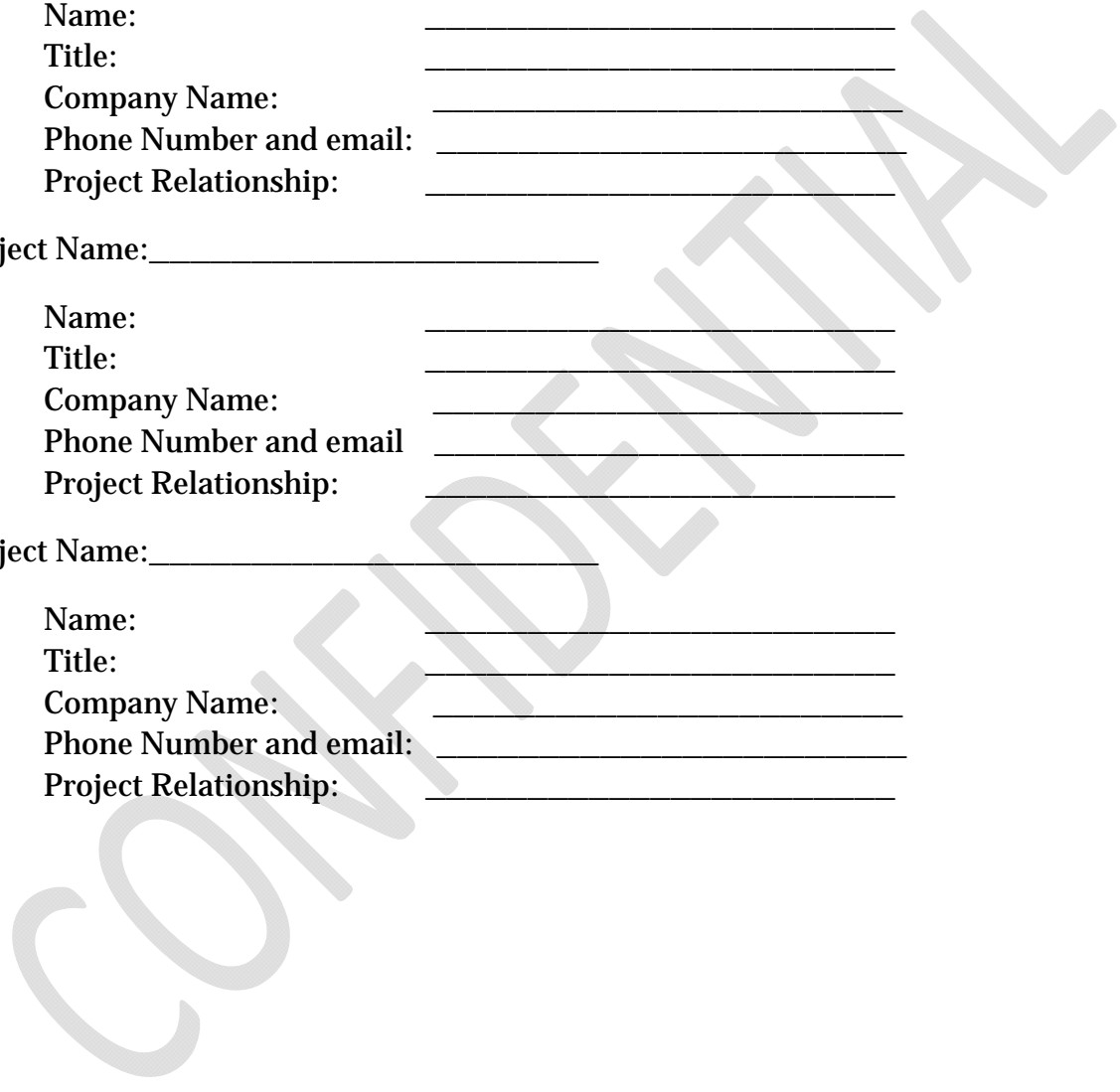
Name: _____
Title: _____
Company Name: _____
Phone Number and email: _____
Project Relationship: _____

Project Name: _____

Name: _____
Title: _____
Company Name: _____
Phone Number and email: _____
Project Relationship: _____

Project Name: _____

Name: _____
Title: _____
Company Name: _____
Phone Number and email: _____
Project Relationship: _____



Disclosure of Contract Issues; Litigation; Criminal Investigations

In the last five years, list and discuss any alleged prior or ongoing contract failures (potential judgment/settlement in excess of \$100,000), contract breaches (potential judgment/settlement in excess of \$100,000), other significant civil litigation, and all criminal litigation or investigations, which involved your firm.

Failure to Complete

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

Insurance

Include current certificates of insurance showing the limits of liability maintained by your firm in each of the following categories: workers' compensation, employer's liability, commercial general liability, automobile liability, umbrella or excess liability, and property insurance.

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

CONFIDENTIAL