



Maryland Stadium Authority

**Request for Proposals Architectural/Engineering Services
Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities**

Issue Date: July 30, 2020

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals Architectural/Engineering Services

Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities

RFP Issue Date: July 30, 2020

Procurement Officer: Yamillette C. Waite
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Office Phone: (410) 223-4103
E-mail: ywaite@mdstad.com

Procurement Method: Competitive Sealed Proposals

MBE Participation Goal: 33% MBE goal; and subgoals of 6% for African-American firms; 2% for Hispanic-American firms; and 9% for Woman Owned firms.

Site Visit and Pre-Proposal

Web Pre-proposal:
See section 1.6

Site Visit:
Pimlico – 5201 Park Heights Avenue
Baltimore, MD 21215 – details to follow
Laurel Park – 198 Race Track Road
Laurel, MD 20725 – details to follow

Closing Date and Time
Technical Proposals: September 14, 2020 at 1:00 p.m. (Local Time)

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

The Racing and Community Development Act of 2020 (“**RCDA**”) became effective in June 2020. Pursuant to RCDA, the Maryland Stadium Authority (“**MSA**”) is authorized to finance up to \$375 million for the planning, design, and construction of the Pimlico Racing and Laurel Park Racing facilities (collectively the “**Projects**”). The 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.

Through this solicitation, MSA is seeking a highly qualified Architect/Engineer (“**A/E**”) firm to provide the programming, due diligence and study design services (the “**Project**”) described in Sections 3 and 4 of this Request for Proposal (the “**RFP**”). During this phase of the Project, the A/E will work closely with MSA and other Project Team members in the analysis of the overall viability of the Project. MSA anticipates that the Project will be designed and built under a guaranteed maximum price Contract via the Construction Manager at Risk method. In which case, the Contract with the A/E selected through this solicitation will be modified to include the Project Design and Construction Administration services described in section 3 of the RFP.

1.2 Abbreviations and Definitions

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

- a) **A/E** – The Architectural/Engineering Offeror selected pursuant to the requirements of this RFP.
- b) **COMAR** – Code of Maryland Regulations (available at <http://www.dsd.state.md.us>).
- c) **Construction Manager (hereinafter “CM”)** – A third party engaged by the MSA to provide pre-construction and construction management services.
- d) **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 G**.

- e) **eMMA** - eMaryland Marketplace Advantage (<https://procurement.maryland.gov>).
- f) **Laurel Park Racing Facility** – The portion of the Laurel Park site that has been designated to contain the racing facility, in accordance to the terms of the RCDA. The Laurel Park site is located in Anne Arundel County, and is generally bounded by State Route 198, Whiskey Bottom Road, Brock Ridge Road, and the CSX Railway.
- g) **Local Time** – Time in the Eastern Time Zone as observed by the State.
- h) **MBE** –Minority Business Enterprise certified by the Maryland Department of Transportation (“**MDOT**”).
- i) **MSA** – Maryland Stadium Authority (<http://www.mdstad.com>)
- j) **MSA Business Hours** – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays and official State closures.
- k) **MSA Procurement Policies** – MSA procurement policies and procedures (available at <http://www.mdstad.com>).
- l) **Notice to Proceed (“NTP”)** – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
- m) **Offeror** - An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this RFP.
- n) **Pimlico Racing Facility** - The portion of the Pimlico site that has been designated to contain the racing facility, in accordance to the terms of the RCDA. The Pimlico site is located in Baltimore City, and is generally bounded by Northern Parkway, Park Heights Avenue, Belvedere Avenue, and Pimlico Road.
- o) **Procurement Officer (“PO”)** – The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
- p) **Project** – The redevelopment of Pimlico Racing and Laurel Park Racing courses.
- q) **Project Manager (“PM”)** – The MSA representative that is primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact post-award by whom work will be assigned and to whom

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

- r) **Project Team** – The Maryland Jockey Club, Maryland Thoroughbred Horsemen’s Association, Baltimore City, Anne Arundel County, and any firm, entity or government agency MSA may engage on the Project.
- s) **Proposal** - The submission provided by Offerors in response to this RFP.
- t) **RCDA** – The Racing and Community Development Act of 2020, Chapter 590 of the Laws of Maryland, 2020 Regular Session.
- u) **RFP** - This Request for Proposals.
- v) **Selection Committee**- The persons responsible for evaluating the Proposals and oral presentations, and recommending to the Procurement Officer which Offeror to select as the A/E.
- w) **State** - The State of Maryland.

1.3 Contract Type

The Contract that results from this RFP will include a fixed fee for professional services, a not-to-exceed allowance for certain reimbursable expenses, and a contingency amount to be used by MSA in its sole discretion. After execution, the maximum Contract amount shall not be exceeded without the required Contract modification.

1.4 Contract Duration

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

1.5 Procurement Officer

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

Yamillette C. Waite
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 410-223-4103
Email: ywaite@mdstad.com

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

1.6 Pre-Proposal Conference and Site Visits

Details regarding the virtual pre-proposal conference and site visit will be provided via addendum to this RFP.

1.7 Project Manager

The Project Manager is:

Chris Deremeik
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

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

1.8 e-Maryland Marketplace Advantage (“eMMA”)

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 **1:00 p.m. (Local Time) on August 26, 2020**:

<https://mdstad.sharefile.com/r-r7b38162107d47b29>

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 **September 14, 2020 at 1:00 p.m. (Local Time)**:

<https://mdstad.sharefile.com/r-re3379e2020341e5b>

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 Virtual Oral Presentations

Short-listed Offerors will be required to make virtual oral presentations to the Selection Committee. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a Contract is awarded as a result of this RFP. Oral Presentations are to be held on September 29 and 30, 2020. In your Technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation.

The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the project, 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 I** 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, if applicable, Offerors 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

A minimum MBE subcontract participation overall goal of thirty-three percent (33%) with subgoals of six percent (6%) for African-American firms, two percent (2%) for Hispanic-owned firms, and nine percent (9%) for Women- owned firms, has been established for this solicitation. All subconsultants named by the Offeror as part of its MBE Schedule must be certified with the Maryland Department of Transportation (hereinafter "MDOT"). Offerors' submissions must also include the MBE subconsultant's MDOT certification number as well as the North American Industry Classification System (hereinafter "NAICS" code) product and service description to be performed. The forms (with instructions) that are required for submissions in response to this RFP are attached hereto as **Attachment D**. The most up-to- date information on certified MBE firms is available on MDOT's directory: <http://mdot.state.md.us>. The Governor's Office of Small, Minority & Women Business Affairs (hereinafter "GOSBA") has issued a Q&A regarding counting participation by MBE primes. Please refer to GOSBA's website (<http://goma.maryland.gov>).

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 A/E 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 A/E 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 A/E furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA to use such item.
- b) The A/E will defend or settle, at its own expense, any claim or suit against MSA alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the A/E will defend MSA against that claim at the A/E's expense and will pay all damages, costs, and attorney's fees that a court finally

awards, provided MSA: (i) promptly notifies A/E in writing of the claim; and (ii) allows the A/E to control, and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in the next paragraph.

- c) If any product(s) furnished by the A/E become, or in the A/E's opinion is/are likely to become, the subject of a claim of infringement, the A/E 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 A/E and/or MSA under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge the A/E, and MSA from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The A/E shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. MSA shall notify the A/E as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

1.27 Financial Disclosure

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

1.28 Non-Exclusive Use

Neither this RFP nor any resulting Contract shall be construed to require MSA to use any Offeror or exclusively use the A/E 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 A/E 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 A/E’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under the Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

1.32 Loss of Data

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

1.33 Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this

procurement, shall, during the pendency and term of a resulting Contract, and while serving as an official or employee of the State, become or be an employee of the A/E or any entity that is a subconsultant on said Contract.

1.34 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause 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 A/E warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the A/E, to solicit or secure 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 A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into Contracts, leases, or other agreements with the State, a county, 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 Program 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 shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

1.40 General Insurance Requirements

- a) The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The A/E 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. 3A 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.
- b) 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 MSA and the CLIENT as "Additional Insured."
- c) A/E shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by the A/E, by any sub

consultant, by any person employed by the A/E or any sub consultant, or by anyone for whose acts the A/E may be liable.

- d) TORT CLAIMS ACTS. The A/E agrees, for itself and for its insurers, that neither A/E nor its insurers may raise or use in the adjustment of claims or in the defense of suits against MSA and/or the CLIENT, 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 the MSA.
- e) The 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 A/E must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.
- f) No acceptance and/or approval of any insurance by the MSA shall be construed as relieving the A/E, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.

1.41 Project Specific Insurance Requirements

- a) Professional Liability (PL) Insurance
 1. The minimum PL insurance coverage limits for the project is \$25,000,000.
 2. The A/E shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect MSA and the CLIENT from damages arising from, and against liability for, errors and omissions in design work performed by the A/E or any member of the A/E’s team providing professional architectural and engineering design services.
 3. The A/E 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 A/E shall notify the Procurement Officer and take action promptly to restore the limits to the required level.

4. Deductibles shall be the responsibility of the A/E and may not exceed \$25,000 without prior approval by the Procurement Officer.
5. There shall be no exclusion for environmental claims arising out of the performance of the professional services.
6. Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the insurer that the joint venture is insured under the policy.

b) Commercial General Liability (CGL) Insurance

The A/E 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 A/E, sub consultants, and suppliers that satisfies the following requirements:

1. Commercial General Liability (CGL) insurance is to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
2. Minimum coverage limits of: \$2,000,000 as a per occurrence limit;
 - i. \$4,000,000 as a general aggregate limit (applied separately to claims arising from the A/E's performance under the Contract); and \$4,000,000 as a products/completed operations limit.
3. Both the MSA and the Client shall be added as Additional Insureds by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents.
4. The CGL insurance policy shall include waivers of subrogation in favor of MSA and the Client.
5. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to MSA and the Client.
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 A/E pursuant to the Contract.
8. The CGL insurance policy shall also include the following extensions:

- i. The general aggregate limit shall apply separately to the Contract;
- ii. Premises/Operations;
- iii. Actions of independent consultants;
- iv. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
- v. 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
- vi. If a Project 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 A/E beginning any work on such Project.

c) **Automobile Liability**

The A/E 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 MSA.
3. The BAL insurance policy shall name both MSA and the Client 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 A/E beginning any work on such Project.

d) **Workers Compensation and Employers Liability**

The A/E 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 A/E's employees. Such insurance shall satisfy the following requirements:

1. The A/E shall provide Workers Compensation coverage for all employees and require that their sub consultants 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 MSA and the Client. Both MSA and the Client shall be named as Additional Insureds with respect to Part B (Employers Liability).

e) Excess Liability / Umbrella Liability

The A/E shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the A/E 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 \$5,000,000.
2. Both MSA and Client 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 MSA and the Client.
4. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to both MSA and the Client.

1.42 Expression of Interest

A Request for Expression of Interest related to this Project was issued on May 22, 2020. A list of the firms that submitted an Expression of Interest in response to said request is included in this RFP as **Attachment J**.

1.43 Outreach Event

MSA anticipates holding an outreach event to promote procurement opportunities related to the Project after issuance of the RFP. Offerors interested in participating in this RFP process will be required to attend and actively participate in this event.

SECTION 2

OFFEROR'S MINIMUM QUALIFICATIONS

2.1 Qualifications

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

- a) Be an architectural/engineering firm that has members registered to practice in the State of Maryland;
- b) Has been in business for at least five (5) years;
- c) Has experience in providing programming services for government/commercial clients;
- d) Has substantial design experience related to the complex design of large public assembly venues such as, but not limited to, equine racing tracks and facilities, sports arenas and large entertainment venues;
- e) Has experience in innovative design methods to meet programmatic goals of maintaining the full operation of all surrounding buildings during construction, maintaining/improving building efficiencies, on- time delivery, cost containment, and value engineering strategies;
- f) Has substantial experience with community involvement during the planning and design phases of a project;
- g) Has experience with projects that utilized the Construction Manager at Risk, or similar delivery method; and
- h) Has the ability to meet insurance coverage requirements outlined in the in section 1 of the RFP and the Sample Contract, included as **Attachment G** to this RFP.

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1 Purpose

MSA is issuing this RFP to Contract with a highly qualified A/E firm to provide Programming & Due Diligence and Architectural and Engineering services necessary to complete the Project.

3.2 Scope Overview

As indicated in Section 1.1, The Racing and Community Development Act of 2020 (“RCDA”) authorized MSA to finance up to \$375 million for the planning, design and construction of the Pimlico Racing Facility Site in Baltimore, Maryland and the Laurel Park Racing Facility Site in Laurel, Maryland. MSA and the Project Team anticipate the Project will be accomplished over three phases: (i) Programming and Due Diligence; (ii) Study Design; and (iii) Project Design and Construction Administration. The A/E selected through this procurement will work closely with MSA and the Project Team to provide assistance during the Programming and Due Diligence process to aide MSA and the Project Team in selection of a facility program (the “Facility Program”) to move toward design and ultimately, construction. Upon selection and approval of a Facility Program by MSA, the A/E will work closely with MSA and the Project Team to provide the Design services as described in this Section 3.

a) Pimlico Racing Facility Site:

Generally, the anticipated program and scope of services includes:

1. Complete demolition of all existing structures and amenities including but not limited to the existing clubhouse and grandstand structures, track surfaces, stabling facilities, dormitory facilities, infield structures and existing roadway/utility infrastructure.
2. Design of a new structure that will serve as the Clubhouse on race days while also providing year-round capacity to serve various functions.
 - i. Racing Program: At a minimum, the Clubhouse will provide areas for off-track betting, museum space and administrative offices.
 - ii. Non-Racing Program: Non-racing functionality and capability will be determined during the Programming effort.
3. Design of a new equine paddock.

4. Design of reoriented oval dirt track and turf track surfaces.
5. Site infrastructure improvements including, but not be limited to, natural gas, sanitary, electrical, stormwater, telephone and fiber enhancements, roadway improvements, etc.
6. Design of systems for enhancing flow of vehicular, pedestrian and equine traffic to the infield area. It is anticipated that this will include a minimum of two tunnels from the perimeter of the tracks to the infield and alternative means of access to allow for pedestrian access from the perimeter of the track to the infield area without impacting the racing surfaces.

b) Laurel Park Racing Facility Site:

Generally, the anticipated program and scope of services includes:

1. Clubhouse facility improvements. This may be achieved via demolition of the existing structure and construction of a new structure or via a renovation and expansion of the existing facility. In either scenario, a new paddock, jockey quarters and administrative/support areas will be incorporated into the improved facility.
 - i. Perform a complete facility assessment and due diligence report for the existing clubhouse to inform decision making process. The facility conditions assessment is further defined below in Section 3.3.3.
 - ii. Work in conjunction with MSA and the Project Team (including MSA's Cost Estimating Consultant) to analyze cost and schedule implications for all scenarios identified.
2. Demolition of dilapidated and outdated facilities. This includes but is not necessarily limited to the existing grandstand structures, stable facilities, dormitory facilities, veterinary facilities, etc.
3. Increased barn capacity. This may be achieved by a combination of renovation/repurposing of existing structures and/or the addition of new structures.
4. Reconfiguration/improvements to the equine track surfaces.
5. Construction of new dormitory facilities.
6. General site improvements, including but not be limited to, utility upgrades, equine circulation improvements, landscaping, improved

vehicular access/flow, etc.

3.2.1 Project Design and Construction Administration

MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the Contract with the A/E will be modified to include the Project Design and Construction Administration services described in Section 3.5. MSA will also procure the services of a Construction Manager to provide Preconstruction and Construction Management services. Samples of MSA's Construction Manager Agreements are available upon request.

Work on this Contract is anticipated to start Fall 2020.

3.3 Scope of Work – Programming and Due Diligence

Programming and Due Diligence services include, but are not limited to, the following:

1. Assessment of the Current Facilities
2. Program Development
3. Site Development/Planning
4. Building/Infrastructure Analysis
5. Environmental Impact Analysis
6. Archaeological Impact Studies
7. Geotechnical Analysis/Engineering
8. Traffic Studies (Pedestrian and Vehicular)
9. Blocking/ Stacking and Engineering System Studies
10. Programmatic / Limited Conceptual Design
11. Value Engineering
12. Quality Assurance
13. Assistance with Professional and Technical Service Procurements
14. Assistance with submissions and coordination with the Maryland Historical Trust.

15. Program/Project Impact Analysis and Reports including, but not limited to:
 - a. Strengths, Weaknesses, Opportunities and Threats (SWOT) of the potential development scenario(s) deemed viable.
 - b. Cost-Benefits associated with the development of the potential development scenario(s) deemed viable.

a) Process

1. The A/E shall be an active participant in the project planning and programming effort with MSA and the Project Team. This includes by way of example and not limitation, individual meetings, walk-throughs of the facilities, observing space while in use, etc.
2. The A/E shall become familiar with the types of spaces typically included in buildings with similar uses and occupancy.
3. The A/E shall provide guidance to the MSA and the Project Team. This includes but is not limited to guidance related to the following items:
 - i. Identify qualitative and quantitative problems;
 - ii. Identify factors that influence the existence or extent of these problems;
 - iii. Identify consequences of these problems;
 - iv. Ascertain space criteria for Building purposes;
 - v. Determine number of square feet per person or purpose for the spaces;
 - vi. Ascertain relationships of spaces for the various purposes (space adjacencies);
 - vii. Determine ratios of net assignable square footage for specific space to gross square footage;
 - viii. Ascertain equipment and utility requirements;
 - ix. Ascertain storage needs;
 - x. Access requirements, including ADA compliance issues;
 - xi. Determine technical, mechanical, electrical, security or other

issues unique to each facility's use;

- xii. Understand MSA's objectives and goals for the renovation or construction;
 - xiii. Understand MSA's project timetable and limits, criteria and requirements for project budget;
 - xiv. Understand other design criteria that may affect architectural programming i.e. accessibility, windows/natural lighting, and public versus private spaces;
 - xv. Understand energy use standards.
4. The A/E shall document, organize and compile information obtained through the programming effort and provide preliminary reports and updates on the progress of the Program Work.

b) Facility Condition Assessment (Laurel Only)

- 1. A/E shall conduct a complete and thorough facility condition assessment at Laurel Park. At a minimum, the report shall address all building elements including, but not limited to the following items.
 - i. Architectural
 - ii. Building Envelope
 - iii. Structural Systems
 - iv. Mechanical, Electrical and Plumbing Systems
 - v. Telecommunications
 - vi. Vertical Transportation
 - vii. Civil/Site/Infrastructure
 - viii. HAZMAT/Environmental
 - ix. Life Safety
 - x. Code Compliance such as ADA, NFPA, etc.

The A/E shall meet with MSA and the Project Team to discuss the A/E's findings and conclusions prior to finalizing its report.

c) Scheduling

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

d) Cost Estimating

The A/E will work in conjunction with MSA's Cost Estimating Consultant to produce cost estimates for the various project execution scenarios identified during the Program and Due Diligence effort.

3.4 Scope of Work – Study Design

Upon approval of the desired project execution scenario by MSA, the A/E shall provide Study Design services which include, but are not limited to, the following:

- a) Advancing the design of the project execution scenario approved by MSA during the Programming and Due Diligence Phase to a level between Conceptual Design and Schematic Design.
- b) Work in conjunction with MSA's Cost Estimating Consultant to update the cost estimate to produce a reasonable and reliable estimate of the expected Construction Cost (as defined in Article 6 of the Contract) and the overall project budget.
- c) Work with MSA and the Project Team to refine the project schedule provided for each facility. The scheduling effort should include the identification of any potential early packages that may be required to complete the work.
- d) Updating studies and/or reports produced in the Programming and Due Diligence phase.
- e) Value Engineering
- f) Quality Assurance

3.5 Scope of Work – Project Design & Construction Administration

Project Design and Construction Administration services are described in Article 2 of the Architect Design Agreement, included as **Attachment G**.

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

- a) The solicitation will follow a multi-step process to select the successful Offeror.
1. Step 1– Submission of Technical Proposal
 - i. Offerors will submit a Technical Proposal in accordance with Section 4.3 to demonstrate their experience (including meeting the minimum requirements and ability to execute the Project successfully).
 2. Step 2 – Short-List and Oral Presentation
 - i. Upon receipt of the Technical Proposals, the Selection Committee will review the Offeror’s Technical Proposals. Firms deemed responsible and meeting all requirements will be ranked and based on the achieved rankings, selected firms will then be “short-listed.” These short-listed firms will be asked to attend an oral presentation.
 3. Step 3 – Selection for the Financial Proposal Phase
 - i. After oral presentations and based on achieved rankings, the Selection Committee will select which short-listed firms will be requested to submit a Financial Proposal.
 4. Step 4 – Recommendation for Award
 - i. The Offeror deemed to provide the best value (Technical and Financial) to the Project by the Selection Committee will be recommended for award.

Offerors must respond to all requirements of the RFP. Offerors that fail to do so will be deemed not reasonably susceptible for award.

4.2 Instruction for Submission of Proposals– General Requirements

Each Proposal submission is to be titled “**Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities Request for Proposals – Architectural/Engineering Services** –” and labeled either “**Technical Proposal**” or “**Financial Proposal**”.

Offerors shall submit Proposals by the due date and time set forth in the key

information Summary Sheet, as revised by any addendum. Proposals must be uploaded electronically to the link provided in Section 1.10. The electronic submission (formatted as.pdf file) should include the firm's name in the file name and be formatted so each page can be printed in 8 ½ x 11.

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

4.3 Technical Proposal

This section provides specific instructions for submission of the Offeror's Technical Proposal. The Technical Proposal shall follow the format provided below.

a) Transmittal Letter

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal to the Procurement Officer. The transmittal letter should be brief, and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in the 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: acknowledge the receipt of all amendments or addenda associated with the RFP and provide its tax identification number. The Executive Summary shall not exceed two (2) pages.

d) Required Submissions (Tab 1)

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**).
3. Insurance:
 - i. Provide proof of insurance certifying the Offeror's ability to comply with the insurance requirements contained in Sections 1.39 and 1.40; and as set forth in the form Contract attached hereto in **Attachment G**.
 - ii. Joint Ventures: Offerors shall also identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of a Contract. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement. Offerors shall not submit any information regarding sub consultants.
4. Contract Acknowledgement:
 - i. The Offeror shall identify any exceptions it has taken to the requirements of this RFP or any modification(s) it proposes to make to the A/E Agreement in **Attachment G**.
 - ii. If no exceptions are taken, the Offeror shall so state.
Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

e) Experience and Qualifications - Pimlico (Tab 2)

Section 2 and Section 3 outline the desired requirements of this solicitation.

The following is to be included in this section:

1. Architect-Engineer Qualifications – SF330 (**Attachment E**)
 - i. Responses must include key subcontractors and/or consultants that will participate in the Programming / Study Design and the Project Design & Construction Administration phases of the project.
 - ii. Section D – Organizational Chart:
 - a. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).

iii. Section E – Resumes of Key Personnel:

a. At a minimum, submit resumes for the following individuals / disciplines:

- 1. Project Executive (Prime)**
- 2. Project Manager (Prime)**
- 3. Project Designer (Prime)**
- 4. Lead Architect/Designer**
- 5. Equine Specialist**
- 6. Civil**
- 7. Structural**
- 8. Mechanical**
- 9. Electrical**
- 10. Landscape**
- 11. Life Safety**
- 12. Audio Visual / Information Technology**
- 13. Security**
- 14. Kitchen**
- 15. Event Specialist (ie. Overlay and infrastructure coordination, etc.)**
- 16. Other Key Personnel deemed appropriate**

iv. Section F – Example Projects: Design & Construction

a. Provide 5 relevant project examples from each of the disciplines identified above.

v. Section G – Key Personnel Participation in Example Projects

a. Utilize a separate section G sheet for each discipline identified above.

- vi. Part II, Box 5B – Small Business Status: Indicate if the Offeror is a Maryland MDOT MBE and/or SBR. Include applicable certification number as appropriate.

f) Work Plan – Pimlico (Tab 3)

1. Staffing Plan: Provide a Staffing Plan in the format included in **Attachment F** that shows the minimum amount of time that each Key Personnel member will dedicate to the Project.
2. Experience: Information regarding the Offeror’s relevant experience and capabilities, including, without limitation, experience with community development.
3. Conceptual Design Milestone Schedule: Provide anticipated durations to complete the following items of work.

Phase	Pimlico (Duration In Months)
Concept Design	
Schematic Design	
Design Development	
50% Construction Documents	
75% Construction Documents	
95% Construction Documents	

The schedule shall assume the anticipated start date set forth Section 3.2.1 above.

4. Provide a descriptive summary of the Offeror’s approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.
 - i. Design Management: Describe the process by which the Offeror will lead the design team in the execution of the scope of work outlined in this RFP. As part of the narrative, describe the Offeror’s approach to working collaboratively with MSA and the Project Team to help guide the overall program and design of the Project. Specifically identify the Project Management / document coordination and clash detection software systems that the Offeror intends to utilize. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the project.
 - ii. Project Challenges for Pimlico: Identify the three (3) most

significant challenges to executing the work at Pimlico in order of importance based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.

5. Economic Benefits Factor

- i. 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.**
- ii. 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.**
- iii. 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.**
- iv. 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.**
- v. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:**
 - a. Generic statements that the State will benefit from the Offeror's superior performance under the Contract;**
 - b. Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or**
 - c. Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.**
- vi. 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.

- vii. 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:
- a. 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;**
 - b. 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;
 - c. 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;
 - d. Subcontract dollars committed to Maryland small businesses and MBE firms; and
 - e. 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.

g) Experience and Qualifications – Laurel (Tab 4)

Section 2 and Section 3 outline the desired requirements of this solicitation.

The following is to be included in this section:

1. Architect-Engineer Qualifications – SF330 (**Attachment E**)
 - i. Responses must include key subcontractors and/or consultants that will participate in the Programming / Study Design and the Project Design & Construction Administration phases of the project.
 - ii. Section D – Organizational Chart:
 - a. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).
 - iii. Section E – Resumes of Key Personnel:
 - a. At a minimum, submit resumes for the following individuals / disciplines:
 1. Project Executive (Prime)
 2. Project Manager (Prime)
 3. Project Designer (Prime)
 4. Lead Architect/Designer
 5. Equine Specialist
 6. Civil
 7. Structural
 8. Mechanical
 9. Electrical
 10. Landscape
 11. Life Safety
 12. Audio Visual/Information Technology
 13. Security
 14. Kitchen

15. Event Specialist (ie. Overlay and infrastructure coordination, etc.)

16. Other Key Personnel deemed appropriate

iv. Section F – Example Projects: Design & Construction

a. Provide 5 relevant project examples from each of the disciplines identified above.

v. Section G – Key Personnel Participation in Example Projects

a. Utilize a separate section G sheet for each discipline identified above.

vi. Part II, Box 5B – Small Business Status: Indicate if the Offeror is a Maryland MDOT MBE and/or SBR. Include applicable certification number as appropriate.

h) Work Plan – Laurel (Tab 5)

1. Staffing Plan: Provide a Staffing Plan in the format included in **Attachment F** that shows the minimum amount of time that each Key Personnel member will dedicate to the Project.
2. Experience: Information regarding the Offeror’s relevant experience and capabilities, including, without limitation, experience with community development.
3. Conceptual Design Milestone Schedule: Provide anticipated durations to complete the following items of work.

Phase	Laurel (Duration in Months)
Facility Condition Assessment	
Concept Design	
Schematic Design	
Design Development	
50% Construction Documents	
75% Construction Documents	
95% Construction Documents	

The schedule shall assume the anticipated start date set forth Section

3.2.1 above.

4. Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.
 - i. **Design Management:** Describe the process by which the Offeror will lead the design team in the execution of the scope of work outlined in this RFP. As part of the narrative, describe the Offeror's approach to working collaboratively with MSA and the Project Team to help guide the overall program and design of the Project. Specifically identify the Project Management / document coordination and clash detection software systems that the Offeror intends to utilize. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the project.
 - ii. **Project Challenges for Laurel:** Identify the three (3) most significant challenges to executing the work at Laurel in order of importance based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.
5. **Economic Benefits Factor**
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.

- v. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a. Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
 - b. Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c. Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- vi. 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.
- vii. 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:
 - a. 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;**
 - b. 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;
 - c. 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;

- d. Subcontract dollars committed to Maryland small businesses and MBE firms; and
- e. 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.

i) Work Samples (Tab 6)

Provide a sample of the following items. Work Samples shall be from one of the Prime Offeror's example projects identified in Sections 4.3(e)(1)(iv) or 4.3(g)(1)(iv).

1. Facility Conditions Assessment
2. Concept Design
3. Design Development with evidence of reconciliation with CM/A/E estimate.
4. 95% Construction Documents with evidence of reconciliation with CM/A/E estimate.

4.4 Financial Proposal

Information about the due date and submission instructions will be included in the notification to the selected short-listed Offerors as set forth in Section 4.1. A sample copy of the Request for Financial Proposal is attached hereto as **Attachment H**.

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

SECTION 5

EVALUATION CRITERIA AND 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) Adequacy of the Work Plan presented to provide the proposed services; adequacy of the Offeror's proposed approach, work samples, and proposed schedule.
- b) Experience and qualifications of the Offeror and its key management personnel (Staffing Plan), with specific emphasis on similar projects (work samples).
- c) Experience with community involvement during planning and design.
- d) Oral Presentation.
- e) Past Performance and References for Offeror and its subconsultants.
- f) Work Capacity.
- g) Economic Benefits to the State of Maryland.
- h) Overall Quality of Submission.

5.3 Financial Criteria

Short-listed Offerors that participate in the Financial Proposal phase and are deemed as meeting all of the requirements will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the submission.

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-s8d56f92233a4b0bb>

- A.**BID/PROPOSAL AFFIDAVIT**
- B.**CONFLICT OF INTEREST AFFIDAVIT**
- C. **RACING & COMMUNITY DEVELOPMENT ACT OF 2020**
- D.**MBE INSTRUCTIONS AND FORMS**
- E. **ARCHITECT/ENGINEER QUALIFICATIONS (SF330)**
- F.**STAFFING PLAN**
- G. **SAMPLE CONTRACT – ARCHITECT AGREEMENT FOR DESIGN SERVICES**
- H.**SAMPLE REQUEST FOR FINANCIAL PROPOSAL**
- I.**CONTRACT AFFIDAVIT**
- J.**EXPRESSION OF INTEREST – NAMES OF FIRMS**
- K.**CAPACITY SUMMARY SHEET**
- L.**CORPORATE PROFILE**

Attachment A

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/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

Links to RCDA documentation:

<http://mgaleg.maryland.gov/mgawebsite/Legislation/Details/SB0987>;

<http://mgaleg.maryland.gov/2020RS/bills/sb/sb0987E.pdf>

SENATE BILL 987

C6, C7, C8

(01r0841)

ENROLLED BILL

— Budget and Taxation/Ways and Means and Appropriations —

Introduced by **Senators Guzzone, Beidle, Edwards, Elfreth, Ferguson, Griffith, Hayes, King, McCray, Miller, Peters, ~~and Zucker~~ Zucker, and Carter**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this _____ day of _____ at _____ o'clock, _____ M.

President.

CHAPTER _____

1 AN ACT concerning

2 **Racing and Community Development Act of 2020**

3 FOR the purpose of requiring the State Racing Commission to consider the health, safety,
4 and welfare of certain horses; requiring the Commission to establish the Equine
5 Health, Safety, and Welfare Advisory Committee; providing for the composition and
6 chair of the Advisory Committee; requiring the Advisory Committee to report on
7 certain activities and make certain recommendations; requiring the Commission to
8 include certain information in a certain report; altering the number of live racing
9 days the Commission is required to award each year; ~~requiring stating the intent of~~
10 ~~the General Assembly that~~ requiring the owner of the Bowie Race Course Training
11 Center ~~to, on or before a certain date, to convey certain parts of the property to~~
12 ~~certain entities~~ the Bowie Race Course Training Center property to the City of Bowie
13 in a certain manner on or before a certain date; providing that certain parts of the
14 property conveyed may ~~only~~ be used only for certain purposes; requiring the City of

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



1 Bowie, on or before a certain date, to enter a certain into a joint use agreement with
 2 Bowie State University for the future use of the property; requiring the City of Bowie
 3 and Bowie State University to report to the General Assembly on the final terms of the
 4 joint use agreement; requiring the Mayor of Baltimore City to designate appoint,
 5 subject to confirmation by the Baltimore City Council, the chair of the Pimlico
 6 Community Development Authority; providing that certain planning, zoning, and
 7 development regulations that apply to the Maryland Stadium Authority do not apply
 8 to certain racing facilities; authorizing, subject to the approval of the Board of Public
 9 Works, the Authority to issue up to a certain amount of bonds for certain racing
 10 facilities; requiring the Authority to provide certain committees of the General
 11 Assembly a certain report before seeking certain approval of the Board of Public
 12 Works; requiring that certain bonds contain certain statements; requiring the
 13 Authority to obtain certain approval of the Board of Public Works; requiring the
 14 Authority, before issuing certain bonds, to ensure that certain long-term agreements
 15 are finalized executed and certain property is conveyed; authorizing requiring the
 16 Authority to enter into a certain agreement with certain project entities; prohibiting
 17 the Authority from having any responsibility for a racing facility after the completion
 18 of a racing facility; authorizing the Authority to assist with enforcement of certain
 19 warranties and claims; authorizing the Authority, if retained, to provide certain
 20 services; requiring the Authority to enter into certain agreements with certain
 21 entities; requiring the Comptroller to deposit a certain amount into certain funds;
 22 authorizing transfers between certain funds; establishing the Racing and
 23 Community Development Fund certain funds as a continuing, nonlapsing fund
 24 funds; specifying the purpose of the Fund funds; requiring the Authority to
 25 administer the Fund funds; requiring the State Treasurer to hold the Fund funds;
 26 specifying the contents of the Fund funds; specifying the purpose for which the Fund
 27 funds may be used; providing for the investment of money in and expenditures from
 28 the Fund funds; requiring interest earnings of the Fund funds to be credited to the
 29 Fund funds; exempting the Fund funds from a certain provision of law requiring
 30 interest earnings on State money to accrue to the General Fund of the State;
 31 requiring the Comptroller to pay a certain amount from a certain fund each year that
 32 until certain bonds remain outstanding and unpaid have matured; altering certain
 33 conditions of eligibility for funding from and the allocation of the Racetrack Facility
 34 Renewal Account; authorizing the use of funds in the Account for certain purposes
 35 on or before a certain date; requiring certain funds to be transferred each year to a
 36 certain entity; altering the distribution of proceeds from video lottery terminals;
 37 requiring that certain local impact grants are distributed in a certain manner for
 38 certain fiscal years; allowing a subtraction modification under the Maryland income
 39 tax for gain received recognized as a result of the transfer of certain property and the
 40 amount of any income realized recognized as the result of an expenditure by certain
 41 governmental entities; providing an exemption from the sales and use tax for the
 42 purchase of certain personal property certain sales of certain construction materials
 43 used for certain purposes; providing an exemption from certain property taxes for
 44 certain improvements or interests in certain real property at certain locations;
 45 providing that transfers of certain property between certain entities are not subject
 46 to certain recordation and transfer taxes; requiring certain housing facilities located
 47 at certain racing facility properties and used during certain periods of the racing

1 facility development projects to meet certain health and housing requirements;
 2 prohibiting the Authority from expending funds for construction of certain surfaces
 3 until certain entities provide the Legislative Policy Committee with a certain report;
 4 requiring certain entities to enter into a certain memorandum of understanding that
 5 contains certain provisions; prohibiting the Authority from beginning construction
 6 of a certain site until it receives a certain memorandum of understanding; requiring
 7 that a certain memorandum of understanding remain in place for a certain period of
 8 time; requiring the Maryland Stadium Authority to conduct a certain feasibility
 9 study; requiring certain reports to be submitted to the Legislative Policy Committee
 10 in a certain manner; making conforming changes; defining certain terms; providing
 11 for the application of certain provisions of this Act; and generally relating to
 12 ~~thoroughbred~~ horse racing in the State.

13 BY repealing and reenacting, with amendments,
 14 Article – Business Regulation
 15 Section 11–209, 11–213, 11–511, 11–519, and 11–1203(b)
 16 Annotated Code of Maryland
 17 (2015 Replacement Volume and 2019 Supplement)

18 BY repealing and reenacting, without amendments,
 19 Article – Business Regulation
 20 Section 11–520 and 11–521
 21 Annotated Code of Maryland
 22 (2015 Replacement Volume and 2019 Supplement)

23 BY repealing and reenacting, without amendments,
 24 Article – Economic Development
 25 Section 10–601(a)
 26 Annotated Code of Maryland
 27 (2018 Replacement Volume and 2019 Supplement)

28 BY repealing and reenacting, with amendments,
 29 Article – Economic Development
 30 Section 10–601(q), (x), (y), (z), (aa), (bb), (cc), (dd), (ee), (ff), (gg), (hh), and (ii),
 31 10–620(e), and 10–628(c)(1)
 32 Annotated Code of Maryland
 33 (2018 Replacement Volume and 2019 Supplement)

34 BY adding to
 35 Article – Economic Development
 36 Section 10–601(x), (y), (z), (hh), (ii), (jj), (kk), (ll), (mm), ~~and (nn)~~, (nn), and (oo).
 37 10–646.1, ~~and~~ 10–657.2, and 10–657.3
 38 Annotated Code of Maryland
 39 (2018 Replacement Volume and 2019 Supplement)

40 BY repealing and reenacting, without amendments,
 41 Article – State Finance and Procurement

- 1 Section 6–226(a)(2)(i)
2 Annotated Code of Maryland
3 (2015 Replacement Volume and 2019 Supplement)
- 4 BY repealing and reenacting, with amendments,
5 Article – State Finance and Procurement
6 Section 6–226(a)(2)(ii)121. and 122.
7 Annotated Code of Maryland
8 (2015 Replacement Volume and 2019 Supplement)
- 9 BY adding to
10 Article – State Finance and Procurement
11 Section 6–226(a)(2)(ii)123. and 124.
12 Annotated Code of Maryland
13 (2015 Replacement Volume and 2019 Supplement)
- 14 BY repealing and reenacting, with amendments,
15 Article – State Government
16 Section 9–120, 9–1A–09, 9–1A–28(b), 9–1A–29, and 9–1A–31(a) and (b)(3)
17 Annotated Code of Maryland
18 (2014 Replacement Volume and 2019 Supplement)
- 19 BY repealing and reenacting, without amendments,
20 Article – State Government
21 Section 9–1A–27(a)(5) and 9–1A–28(a), (c), and (d)
22 Annotated Code of Maryland
23 (2014 Replacement Volume and 2019 Supplement)
- 24 BY repealing and reenacting, without amendments,
25 Article – Tax – General
26 Section 10–207(a) and 10–307(a)
27 Annotated Code of Maryland
28 (2016 Replacement Volume and 2019 Supplement)
- 29 BY adding to
30 Article – Tax – General
31 Section 10–207(hh) and 11–236
32 Annotated Code of Maryland
33 (2016 Replacement Volume and 2019 Supplement)
- 34 BY repealing and reenacting, with amendments,
35 Article – Tax – General
36 Section 10–307(g)
37 Annotated Code of Maryland
38 (2016 Replacement Volume and 2019 Supplement)
- 39 BY adding to

1 Article – Tax – Property
2 Section 7–246, 12–108(hh), and 13–207(a)(26)
3 Annotated Code of Maryland
4 (2019 Replacement Volume)

5 BY repealing and reenacting, with amendments,
6 Article – Tax – Property
7 Section 13–207(a)(24) and (25) and 13–410
8 Annotated Code of Maryland
9 (2019 Replacement Volume)

10 Preamble

11 WHEREAS, The thoroughbred horse racing and breeding industries in the State are
12 historically, culturally, and economically significant, and date back to the founding of the
13 Maryland Jockey Club in 1743; and

14 WHEREAS, The thoroughbred horse racing and breeding industries include the
15 agribusiness of hundreds of horse farms throughout the State, which preserve over 700,000
16 acres of open space; and

17 WHEREAS, The thoroughbred horse racing and breeding industries also provide
18 employment directly and indirectly for tens of thousands of Marylanders in various
19 capacities, including:

20 (1) owners, trainers, breeders, and others who raise and care for and train
21 horses for competition;

22 (2) employees at Pimlico Race Course in Baltimore City and Laurel Park
23 in Anne Arundel County; and

24 (3) a myriad of individuals and vendors that service the horse racing and
25 breeding industries, including veterinarians, farms, and others; and

26 WHEREAS, The Preakness Stakes, the middle jewel of thoroughbred racing’s Triple
27 Crown, historically conducted at Pimlico, is a civic and culturally significant event and
28 brings national and international attention and substantial economic benefits to the State
29 annually; and

30 WHEREAS, The need for modernization of the Pimlico and Laurel Park racing
31 facilities has been recognized in master development plans adopted by the City of Baltimore
32 in 2006 and 2008 and by Anne Arundel County in 2007, 2008, and 2009, which master
33 development plans include but are not limited to a planned unit development plan and
34 related planned unit development plan sketches for Pimlico, and the Park Heights Plan,
35 and a 2008 approved sketch plan for Laurel Park; and

1 WHEREAS, The State has authorized funding and funded a number of the
2 improvements contemplated pursuant to master development plans through the Racetrack
3 Facilities Renewal Account in conjunction with industry and other funds; and

4 WHEREAS, The funding authorized by this Act will fund improvements arising from
5 and related to the aforementioned master development plans, with amounts attributable
6 to such funding being utilized pursuant to such master development plans; and

7 WHEREAS, It serves the State's interest in economic development, tourism,
8 community development, and other civic, cultural, and public activities and developments
9 to promote the Preakness Stakes and the thoroughbred horse racing and breeding
10 industries, which in turn are highly dependent on modern, state-of-the-art thoroughbred
11 racing facilities at Pimlico and Laurel Park; and

12 WHEREAS, The State's interest in advancing and promoting such activities will be
13 served by authorizing the funding and development of the racing, training, community
14 development, and related facilities, as set forth herein; now, therefore,

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
16 That the Laws of Maryland read as follows:

17 **Article – Business Regulation**

18 11–209.

19 (a) Besides its other powers under this title, the Commission has the powers
20 necessary or proper to carry out fully all the purposes of this title.

21 (b) **(1)** The jurisdiction, supervision, powers, and duties of the Commission
22 extend to each person who holds racing for a purse, reward, or stake.

23 **(2) IN EXERCISING THE JURISDICTION, SUPERVISION, POWERS, AND**
24 **DUTIES OF THE COMMISSION UNDER THIS TITLE, THE COMMISSION SHALL**
25 **CONSIDER, IN ADDITION TO ANY OTHER FACTOR THE COMMISSION CONSIDERS**
26 **IMPORTANT, THE HEALTH, SAFETY, AND WELFARE OF HORSES ENGAGED IN RACING**
27 **AND TRAINING AT TRACKS AND TRAINING FACILITIES IN THE STATE.**

28 **(c) (1) THE COMMISSION SHALL ESTABLISH AN EQUINE HEALTH,**
29 **SAFETY, AND WELFARE ADVISORY COMMITTEE.**

30 **(2) THE EXECUTIVE DIRECTOR OF THE COMMISSION SHALL APPOINT**
31 **A MEMBER OF THE COMMISSION TO CHAIR THE ADVISORY COMMITTEE.**

32 **(3) THE ADVISORY COMMITTEE CONSISTS OF THE FOLLOWING**
33 **MEMBERS:**

1 (I) THREE MEMBERS OF THE COMMISSION, APPOINTED BY THE
2 EXECUTIVE DIRECTOR OF THE COMMISSION;

3 (II) ONE REPRESENTATIVE OF ~~THE RACING LICENSEES,~~
4 ~~APPOINTED BY AN ORGANIZATION THAT REPRESENTS THE RACING LICENSEES~~ EACH
5 RACING LICENSEE;

6 (III) ONE REPRESENTATIVE OF THE HORSEMEN, APPOINTED BY
7 AN ORGANIZATION THAT REPRESENTS THE HORSEMEN;

8 (IV) ONE REPRESENTATIVE OF THE HORSE BREEDERS,
9 APPOINTED BY AN ORGANIZATION THAT REPRESENTS THE HORSE BREEDERS;

10 (V) THE COMMISSION'S EQUINE MEDICAL DIRECTOR;

11 (VI) A VETERINARIAN LICENSED IN THE STATE; AND

12 (VII) ANY OTHER INDIVIDUAL WITH EXPERTISE IN EQUINE OR
13 RACING INDUSTRIES THAT THE EXECUTIVE DIRECTOR OF THE COMMISSION
14 APPOINTS.

15 (4) THE EXECUTIVE DIRECTOR OF THE COMMISSION SHALL
16 DETERMINE THE TIME AND LOCATION OF ADVISORY COMMITTEE MEETINGS.

17 (5) THE ADVISORY COMMITTEE SHALL SERVE AS AN ADVISORY BODY
18 TO THE COMMISSION ON MATTERS RELATED TO THE HEALTH, SAFETY, AND
19 WELFARE OF HORSES ENGAGED IN RACING AND TRAINING AT TRACKS AND TRAINING
20 FACILITIES IN THE STATE.

21 (6) THE CHAIRMAN OF THE ADVISORY COMMITTEE SHALL REPORT
22 REGULARLY TO THE COMMISSION ON THE ACTIVITIES OF THE ADVISORY
23 COMMITTEE, INCLUDING ANY RECOMMENDATIONS FOR CHANGES TO RULES,
24 REGULATIONS, LAWS, OR OTHER CONDITIONS OF RACING.

25 11-213.

26 (a) On or before September 15 of each year, the Commission shall submit a report
27 to the Secretary and, IN ACCORDANCE WITH § 2-1257 OF THE STATE GOVERNMENT
28 ARTICLE, the Legislative Policy Committee about the preceding calendar year.

29 (b) Each report shall include:

30 (1) a statement of receipts and disbursements of the Commission;

1 (2) a summary of major events that occurred the preceding year that
2 affected horse racing in the State, including any significant changes at tracks in the region
3 as well as a discussion of legislative initiatives in the State;

4 (3) a 5-year assessment of each track regarding:

5 (i) attendance;

6 (ii) purse distributions;

7 (iii) live racing days that are allocated and used;

8 (iv) betting on live racing that is held at that track broken down by
9 the following categories:

10 1. betting conducted at the live track;

11 2. betting conducted at other Maryland tracks;

12 3. betting conducted at satellite simulcast facilities in the
13 State; and

14 4. betting conducted through out-of-state satellite
15 simulcasting;

16 (v) betting that is conducted at the live track on races simulcast from
17 other tracks in the State; and

18 (vi) betting that is conducted at the live track on races simulcast from
19 out-of-state tracks;

20 (4) information on all simulcast betting at satellite simulcast facilities in
21 the State, including information on how much is wagered on in-State races and how much
22 is bet on out-of-state races;

23 (5) information on all simulcast betting that is conducted out of state on
24 races being run live in this State;

25 (6) to the extent available, information on the breeding industry in the
26 State, including:

27 (i) the number of breeders in the State;

28 (ii) the number of foals registered in the State;

29 (iii) the average sales prices of foals; and

1 (iv) any other information pertaining to the regional and national
2 ranking of the State for breeding;

3 (7) all other information that is currently provided by the Commission in
4 its annual report;

5 (8) additional information on satellite simulcast facilities, as required
6 under § 11-831 of this title; [and]

7 (9) **A SUMMARY OF THE ACTIVITIES OF THE EQUINE HEALTH,
8 SAFETY, AND WELFARE ADVISORY COMMITTEE AND ANY RECOMMENDATIONS BY
9 THE COMMISSION FOR CHANGES TO STATE LAW NECESSARY FOR THE
10 ENHANCEMENT OF THE HEALTH, SAFETY, OR WELFARE OF HORSES ENGAGED IN
11 RACING AND TRAINING AT TRACKS AND TRAINING FACILITIES IN THE STATE; AND**

12 (10) any other information that is useful in explaining the financial viability
13 of horse racing in the State and any recommendations to improve the industry.

14 11-511.

15 (a) (1) On or before December 1, the Commission shall award all racing days
16 for the next calendar year.

17 (2) However, the Commission may meet after December 1 to award racing
18 days that are requested in applications.

19 (b) (1) Except as provided in paragraph (2) of this subsection, the Commission
20 may award for any calendar year up to the number of racing days requested by an
21 applicant.

22 (2) The Commission shall award at least [40] **180** live racing days [to be
23 run at the] **COMBINED BETWEEN LAUREL PARK IN ANNE ARUNDEL COUNTY AND
24 Pimlico Race Course in Baltimore City in each calendar year unless:**

25 (I) otherwise agreed to by ~~the racing licensee~~ **A MAJORITY OF THE**
26 **RACING LICENSEES** [and], the organization that represents the majority of licensed
27 thoroughbred owners and trainers in the State, **AND A GROUP THAT REPRESENTS A**
28 **MAJORITY OF THE THOROUGHBRED BREEDERS IN THE STATE;** or [unless]

29 (II) the racing licensee is prevented by weather, acts of God, or other
30 circumstances beyond the racing licensee's control.

31 (c) The decision of the Commission on the award of a racing day is final.

32 11-519.

1 (a) [The] UNTIL THE CONVEYANCE REQUIRED ~~REQUIRED~~ UNDER
 2 SUBSECTION (D) OF THIS SECTION, THE owner of the Bowie Race Course Training
 3 Center shall operate the Center as a thoroughbred training facility to provide more stall
 4 space for a race meeting that a licensee holds.

5 (b) [The] UNTIL THE CONVEYANCE REQUIRED ~~REQUIRED~~ UNDER
 6 SUBSECTION (D) OF THIS SECTION, THE owner of the Bowie Race Course Training
 7 Center is responsible for the cost to improve, maintain, and operate the Center.

8 (c) As long as the Bowie Race Course Training Center is used for the purpose
 9 specified in subsection (a) of this section, the Commission shall have general regulatory
 10 jurisdiction over the Center to:

11 (1) provide enough stalls;

12 (2) maintain safe operating conditions;

13 (3) require the owner of the Center to submit an annual operating financial
 14 statement; and

15 (4) order reasonable improvements.

16 ~~(D) (1) ON OR BEFORE JULY 1, 2024, IT IS THE INTENT OF THE GENERAL~~
 17 ~~ASSEMBLY THAT THE OWNER OF THE BOWIE RACE COURSE TRAINING CENTER~~
 18 ~~SHALL CONVEY:~~

19 ~~(I) THE PORTION OF THE BOWIE RACE COURSE TRAINING~~
 20 ~~CENTER PROPERTY THAT IS WITHIN 100 FEET OF THE TOP OF THE PATUXENT RIVER~~
 21 ~~BANK TO THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION~~
 22 ~~TO BE USED FOR PASSIVE RECREATIONAL ACTIVITIES, INCLUDING HIKING,~~
 23 ~~WILDLIFE VIEWING, PICNICKING, AND WALKING; AND~~

24 ~~(II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, THE~~
 25 ~~REMAINING PORTION OF THE BOWIE RACE COURSE TRAINING CENTER PROPERTY~~
 26 ~~TO THE CITY OF BOWIE.~~

27 ~~(2) (I) THE IF THE BOWIE RACE COURSE TRAINING CENTER IS~~
 28 ~~TRANSFERRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE PROPERTY~~
 29 ~~TRANSFERRED UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION MAY ONLY:~~

30 ~~1. BE USED FOR ACTIVE RECREATIONAL ACTIVITIES,~~
 31 ~~INCLUDING BASEBALL, FOOTBALL, SOCCER, AND CRICKET; AND~~

~~2. HAVE ONE STRUCTURE THAT IS UP TO 50,000 SQUARE FEET CONSTRUCTED ON THE PROPERTY.~~

~~(H) THE CITY OF BOWIE SHALL ENTER INTO A JOINT USE AGREEMENT WITH THE BOWIE STATE UNIVERSITY FOR THE USE OF THE ACTIVE RECREATIONAL ACTIVITY FACILITIES ON THE PROPERTY.~~

(D) (1) (I) ON OR BEFORE DECEMBER 31, 2023, THE OWNER OF THE BOWIE RACE COURSE TRAINING CENTER SHALL CONVEY THE BOWIE RACE COURSE TRAINING CENTER PROPERTY TO THE CITY OF BOWIE "AS IS", WITH ALL DEFECTS THAT MAY EXIST, WHETHER KNOWN OR UNKNOWN, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, GUARANTEE BY, OR RECOURSE AGAINST THE CONVEYOR OF THE PROPERTY.

(II) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, THE CONVEYOR OF THE BOWIE RACE COURSE TRAINING CENTER PROPERTY SHALL BE HELD HARMLESS AGAINST ANY AND ALL CLAIMS AND RISKS, NOW OR IN THE FUTURE, ARISING DIRECTLY OR INDIRECTLY FROM, OR IN ANY WAY RELATED TO, THE CONDITION OF THE PROPERTY OR CONVEYANCE, WITH ALL THOSE CLAIMS AND RISKS ASSUMED BY THE CITY OF BOWIE.

(2) THE PORTION OF THE BOWIE RACE COURSE TRAINING CENTER PROPERTY TRANSFERRED TO THE CITY OF BOWIE THAT IS WITHIN 100 FEET OF THE TOP OF THE PATUXENT RIVER BANK SHALL BE USED FOR PASSIVE RECREATIONAL ACTIVITIES, INCLUDING HIKING, WILDLIFE VIEWING, PICNICKING, AND WALKING.

(3) THE PORTION OF THE BOWIE RACE COURSE TRAINING CENTER PROPERTY TRANSFERRED TO THE CITY OF BOWIE NOT DESCRIBED UNDER PARAGRAPH (2) OF THIS SUBSECTION MAY:

(I) BE USED ONLY FOR ACTIVE RECREATIONAL ACTIVITIES, INCLUDING BASEBALL, FOOTBALL, SOCCER, AND CRICKET; AND

(II) HAVE ONLY ONE STRUCTURE THAT IS UP TO 50,000 SQUARE FEET CONSTRUCTED ON THE PROPERTY.

(4) ON OR BEFORE JANUARY 1, 2021, THE CITY OF BOWIE SHALL ENTER INTO A JOINT USE AGREEMENT, INCLUDING AN EASEMENT, WITH BOWIE STATE UNIVERSITY FOR THE FUTURE USE OF THE PROPERTY DESCRIBED UNDER PARAGRAPH (3) OF THIS SUBSECTION.

(5) THE CITY OF BOWIE AND BOWIE STATE UNIVERSITY SHALL REPORT TO THE GENERAL ASSEMBLY, IN ACCORDANCE WITH § 2-1257 OF THE

1 STATE GOVERNMENT ARTICLE, ON THE FINAL TERMS OF THE JOINT USE
2 AGREEMENT ENTERED INTO UNDER THIS SUBSECTION.

3 11-520.

4 (a) The requirements of this section are established in recognition of the
5 significance of the Preakness Stakes to the State.

6 (b) The Preakness Stakes may be transferred to another track in the State only
7 as a result of a disaster or emergency.

8 (c) If the Preakness Stakes is transferred out of the State, the Commission may:

9 (1) revoke any racing days awarded to the Maryland Jockey Club of
10 Baltimore City, Inc., or its successor; and

11 (2) award these racing days to another licensee, notwithstanding §
12 11-511(b) of this subtitle.

13 (d) (1) If the Preakness Stakes is offered for sale, the State has the option to
14 buy the Preakness Stakes for the amount of any offer that the licensee wishes to accept.

15 (2) Within 30 days after receiving an offer that it wishes to accept, the
16 licensee shall give the State notice of the offer.

17 (3) If the State wishes to exercise the option, it shall so notify the licensee
18 within 60 days after it receives the notice.

19 11-521.

20 (a) In addition to the other provisions of this subtitle, in accordance with the
21 sovereign power of the State and the provisions of Article III, §§ 40 and 40A of the Maryland
22 Constitution, and subject to subsections (b) and (c) of this section, the State may acquire by
23 purchase or condemnation for public use with just compensation some or all of the following
24 real, tangible, and intangible private property, including any contractual interests or
25 intellectual property:

26 (1) Pimlico Race Course, a racetrack located in Baltimore City, including
27 any and all property or property rights associated with it wherever located, whether
28 tangible, intangible, real, personal, or mixed, and any business entity that owns it;

29 (2) Laurel Park, a racetrack located in Anne Arundel County, including
30 any and all property or property rights associated with it wherever located, whether
31 tangible, intangible, real, personal, or mixed, and any business entity that owns it;

32 (3) Bowie Race Course Training Center, a training center located in Prince
33 George's County, including any and all property or property rights associated with it

1 wherever located, whether tangible, intangible, real, personal, or mixed, and any business
2 entity that owns it;

3 (4) the Preakness Stakes trophy that is known as the Woodlawn Vase,
4 including any and all property or property rights associated with it, whether tangible,
5 intangible, real, personal, or mixed, and any business entity that owns it;

6 (5) the name, common law and statutory copyrights, service marks,
7 trademarks, trade names, contracts, horse racing events, and other intangible and
8 intellectual property that are associated with the Preakness Stakes and the Woodlawn
9 Vase;

10 (6) all property of the Maryland Jockey Club of Baltimore City, Inc., or its
11 successors and assigns, including stock and equity interests in it, and including any and all
12 property or property rights associated with it, whether tangible, intangible, real, personal,
13 or mixed; and

14 (7) all property of the Laurel Racing Assoc., Inc., the Laurel Racing
15 Association Limited Partnership, or their respective successors and assigns, including stock
16 and equity interests, and including any and all property or property rights associated with
17 them, whether tangible, intangible, real, personal, or mixed.

18 (b) All proceedings for the condemnation for public use of the private property
19 described under subsection (a) of this section shall be in accordance with the provisions of
20 Title 12 of the Real Property Article and Title 12, Chapter 200 of the Maryland Rules.

21 (c) Pursuant to the provisions of Article III, § 40A of the Maryland Constitution,
22 as applicable, the private property described under subsection (a) of this section may be
23 taken immediately on payment for the property consistent with the procedures of §§ 8–334
24 through 8–339 of the Transportation Article.

25 11–1203.

26 (b) The [Baltimore City Planning Director shall serve as] **MAYOR OF**
27 **BALTIMORE CITY SHALL DESIGNATE APPOINT THE** Chair of the Authority, **SUBJECT**
28 **TO CONFIRMATION BY THE BALTIMORE CITY COUNCIL.**

29 Article – Economic Development

30 10–601.

31 (a) In this subtitle the following words have the meanings indicated.

32 (q) “Facility” means:

33 (1) a structure or other improvement developed at Camden Yards;

- 1 (2) a convention facility;
- 2 (3) the Hippodrome Performing Arts facility;
- 3 (4) a sports facility; [or]
- 4 (5) a Baltimore City public school facility; **OR**
- 5 **(6) A RACING FACILITY.**

6 **(X) (1) "LAUREL PARK RACING FACILITY SITE" MEANS THE PORTION OF**
7 **THE LAUREL PARK SITE DESIGNATED TO CONTAIN THE RACING FACILITY.**

8 **(2) "LAUREL PARK RACING FACILITY SITE" INCLUDES THE PORTION**
9 **OF THE SITE DESIGNATED TO CONTAIN:**

10 **(I) THE BARNS;**

11 **(II) THE CLUBHOUSE;**

12 **(III) THE DIRT, TURF, OR SYNTHETIC RACETRACKS;**

13 **(IV) THE INFIELD AND IMMEDIATELY ADJACENT SURROUNDING**
14 **PERIMETER OF THE RACETRACKS;**

15 **(V) THE BACKSTRETCH, DORMITORIES AND HOUSING, EQUINE**
16 **DIAGNOSTIC AND HEALTH CENTER, STABLES, AND TRAINING FACILITIES;**

17 **(VI) THE TRACKSIDE APRONS; AND**

18 **(VII) THE ASSOCIATED ROADWAYS, WALKWAYS, SIDEWALKS,**
19 **PARKING AREAS, GREEN SPACE, FENCING, AND RELATED STRUCTURES AND AREAS**
20 **AS DESIGNATED IN THE PLANS APPROVED BY THE AUTHORITY.**

21 **(Y) "LAUREL PARK SITE" MEANS THE SITE IN ANNE ARUNDEL COUNTY**
22 **GENERALLY BOUNDED BY STATE ROUTE 198, WHISKEY BOTTOM ROAD, BROCK**
23 **RIDGE ROAD, AND THE CSX RAILWAY.**

24 **(Z) (1) "MJC ENTITIES" MEANS THE MARYLAND JOCKEY CLUB OF**
25 **BALTIMORE CITY, INC., LAUREL RACING ASSOCIATION LIMITED PARTNERSHIP,**
26 **LAUREL RACING ASSOCIATION, INC., AND TSG DEVELOPMENTS INVESTMENTS,**
27 **INC.**

1 **(2) “MJC ENTITIES” INCLUDES AN AFFILIATE, AN ASSIGNEE, A**
2 **DESIGNEE, A SUCCESSOR, OR A TRANSFEREE OF AN MJC ENTITY.**

3 **[(x)] (AA)** “Montgomery County” includes the Montgomery County Revenue
4 Authority.

5 **[(y)] (BB)** (1) “Montgomery County Conference facility” means the Conference
6 Center facility located at the Montgomery County Conference site used for conferences,
7 trade shows, meetings, displays, or similar events.

8 (2) “Montgomery County Conference facility” includes, at the Montgomery
9 County Conference site, offices, parking lots and garages, access roads, food service
10 facilities, and other functionally related property, structures, improvements, furnishings,
11 or equipment.

12 (3) “Montgomery County Conference facility” does not include the privately
13 owned hotel adjacent to the Montgomery County Conference Center.

14 **[(z)] (CC)** “Montgomery County Conference Fund” means the Montgomery
15 County Conference Financing Fund established under § 10–654 of this subtitle.

16 **[(aa)] (DD)** “Montgomery County Conference site” means the site of the
17 Montgomery County Conference Center located in Rockville at the address generally
18 known as 5701 Marinelli Road, identified in the State Department of Assessments and
19 Taxation Real Property database as tax identification number District 04, Account Number
20 03392987.

21 **[(bb)] (EE)** (1) “Ocean City Convention facility” means:

22 (i) a convention center, trade show facility, meeting hall, or other
23 structure in Ocean City used to hold conventions, trade shows, meetings, displays, or
24 similar events; and

25 (ii) offices, parking lots or garages, access roads, food service
26 facilities, and any other structures, improvements, equipment, furnishings, or other
27 property functionally related to the facilities described in item (i) of this paragraph.

28 (2) “Ocean City Convention facility” includes the following, if used, useful,
29 or usable in the future as, or in connection with, an Ocean City Convention facility:

30 (i) land, structures, equipment, property, property rights, property
31 appurtenances, rights-of-way, franchises, easements, and other interests in land;

32 (ii) land and facilities that are functionally related to an Ocean City
33 Convention facility; and

1 (iii) patents, licenses, and other rights necessary or useful to
2 construct or operate an Ocean City Convention facility.

3 **[(cc)] (FF)** “Ocean City Convention Fund” means the Ocean City Convention
4 Financing Fund established under § 10–655 of this subtitle.

5 **[(dd)] (GG)** “Ocean City Convention site” means the site of the Ocean City
6 Convention Center located in Ocean City at the address generally known as 4001 Coastal
7 Highway, identified in the State Department of Assessments and Taxation Real Property
8 database as tax identification numbers District 10, Account Number 055237; District 10,
9 Account Number 066301; District 10, Account Number 247942; and District 10, Account
10 Number 280346.

11 **(HH) (1)** “PIMLICO RACING FACILITY SITE” MEANS THE PORTION OF THE
12 PIMLICO SITE CONTAINING THE RACING FACILITIES.

13 **(2)** “PIMLICO RACING FACILITY SITE” INCLUDES THE PORTION OF
14 THE SITE DESIGNATED TO CONTAIN:

15 **(I)** THE CLUBHOUSE AND EVENTS CENTER;

16 **(II)** THE DIRT, TURF, OR SYNTHETIC RACETRACKS;

17 **(III)** THE INFIELD AND IMMEDIATELY ADJACENT AREA
18 SURROUNDING THE PERIMETER OF THE RACETRACKS THAT IS CONTAINED ON THE
19 SITE;

20 **(IV)** THE STABLES, BARNS, AND TRAINING FACILITIES;

21 **(V)** THE TRACKSIDE APRONS; AND

22 **(VI)** ASSOCIATED ROADWAYS, WALKWAYS, PARKING AREAS,
23 GREEN SPACE, FENCING, AND RELATED STRUCTURES AND AREAS AS DESIGNATED IN
24 THE PLANS APPROVED BY THE AUTHORITY.

25 **(II)** “PIMLICO SITE” MEANS THE SITE IN BALTIMORE CITY GENERALLY
26 BOUNDED BY NORTHERN PARKWAY, PARK HEIGHTS AVENUE, BELVEDERE
27 AVENUE, AND PIMLICO ROAD.

28 **(JJ)** “PROJECT ENTITIES” MEANS EACH ENTITY OR ENTITIES OR A JOINT
29 VENTURE ENTITY OR ENTITIES, THAT EXISTS OR IS FORMED BY ANY COMBINATION
30 OF MJC ENTITIES, AN ENTITY OWNED BY THE CITY OF BALTIMORE (THE
31 BALTIMORE CITY ENTITY), OR AN ENTITY OWNED BY ANNE ARUNDEL COUNTY (THE
32 ANNE ARUNDEL COUNTY ENTITY) FOR:

1 (XI) PLUMBING, ELECTRIC, FIBER, CABLE, UTILITIES, AND
2 OTHER INFRASTRUCTURE;

3 (XII) WATER, SEWER, AND STORM WATER MANAGEMENT
4 SYSTEMS;

5 (XIII) CONSTRUCTION AND EQUIPPING OF BARNs, CLUBHOUSES,
6 DORMITORIES OR OTHER HOUSING, AN EQUINE DIAGNOSTIC AND HEALTH FACILITY,
7 A PIMLICO THOROUGHBRED RACING MUSEUM, STABLES, TRACKS, TRAINING
8 FACILITIES, AND OTHER RACING AND COMMUNITY FACILITIES;

9 (XIV) DESIGN AND PROJECT CONTINGENCIES, PROJECT
10 ALLOWANCES, AND COST ESCALATORS AND OTHER SPECIFICATIONS FOR THE
11 PROJECTS; AND

12 (XV) TEMPORARY OR PERMANENT IMPROVEMENTS AND
13 FACILITIES, INCLUDING AT ON- OR OFF-SITE LOCATIONS, USED TO MAINTAIN
14 YEAR-ROUND RACING AND TRAINING.

15 ~~(MM)~~ (NN) (1) "RACING AND COMMUNITY DEVELOPMENT PROJECT
16 COSTS" MEANS COSTS AND EXPENSES ASSOCIATED WITH OR THAT RELATE TO THE
17 RACING AND COMMUNITY DEVELOPMENT PROJECTS.

18 (2) "RACING AND COMMUNITY DEVELOPMENT PROJECT COSTS"
19 INCLUDES:

20 ~~(I)~~ TRANSITION COSTS AND REIMBURSEMENTS AND THE
21 RECYCLING OF PROJECT COST SAVINGS FOR THE BENEFIT OF THE RACING AND
22 COMMUNITY DEVELOPMENT PROJECTS; ~~OR~~

23 ~~(II) EXPENSES INCURRED BEFORE JUNE 1, 2020, IF APPROVED~~
24 ~~BY THE AUTHORITY.~~

25 ~~(NN)~~ (OO) "RACING FACILITY" MEANS THE PIMLICO ~~RACING FACILITY~~ SITE
26 AND THE LAUREL PARK RACING FACILITY SITE AND ANY FACILITIES OR OTHER
27 IMPROVEMENTS ON THE PIMLICO ~~RACING FACILITY~~ SITE OR THE LAUREL PARK
28 RACING FACILITY SITE.

29 [(ee)] ~~(OO)~~ (PP) (1) "Sports facility" means:

30 (i) a stadium primarily for professional football, major league
31 professional baseball, or both, in the Baltimore metropolitan region, as defined in § 13-301
32 of this article;

1 (ii) practice fields or other areas where professional football or major
2 league professional baseball teams practice or perform; and

3 (iii) offices for professional football and major league professional
4 baseball teams or franchises.

5 (2) “Sports facility” includes parking lots, garages, and any other property
6 adjacent and directly related to an item listed in paragraph (1) of this subsection.

7 ~~[(ff)]~~ ~~(PP)~~ (QQ) “Supplemental Facilities Fund” means the Supplemental
8 Facilities Fund established under § 10–657.1 of this subtitle.

9 ~~[(gg)]~~ ~~(QQ)~~ (RR) (1) “Supplemental facility” means a structure or other
10 improvement developed in Baltimore City outside Camden Yards.

11 (2) “Supplemental facility” does not include the Baltimore Convention
12 facility or the Hippodrome Performing Arts facility.

13 ~~[(hh)]~~ ~~(RR)~~ (SS) “Supplemental facility site” means the site of any supplemental
14 facility.

15 ~~[(ii)]~~ ~~(SS)~~ (TT) “Tax supported debt” has the meaning stated in § 8–104 of the
16 State Finance and Procurement Article.

17 10–620.

18 (e) (1) This subsection does not apply to the Camden Yards site, Baltimore
19 Convention site, Ocean City Convention site, Hippodrome Performing Arts site, any
20 Baltimore City public school site, **ANY RACING FACILITY**, or any supplemental facility site.

21 (2) The Authority and any Authority affiliate is subject to applicable
22 planning, zoning, and development regulations to the same extent as a private commercial
23 or industrial enterprise.

24 10–628.

25 (c) (1) Unless authorized by the General Assembly, the Board of Public Works
26 may not approve an issuance by the Authority of bonds, whether taxable or tax exempt,
27 that constitute tax supported debt or nontax supported debt if, after issuance, there would
28 be outstanding and unpaid more than the following face amounts of the bonds for the
29 purpose of financing acquisition, construction, renovation, and related expenses for
30 construction management, professional fees, and contingencies in connection with:

31 (i) the Baltimore Convention facility – \$55,000,000;

- 1 (ii) the Hippodrome Performing Arts facility – \$20,250,000;
- 2 (iii) the Montgomery County Conference facility – \$23,185,000;
- 3 (iv) the Ocean City Convention facility – \$24,500,000;
- 4 (v) Baltimore City public school facilities – \$1,100,000,000; [and]
- 5 (vi) supplemental facilities – \$25,000,000; AND
- 6 (VII) RACING FACILITIES – \$375,000,000.

7 **10-646.1.**

8 (A) EXCEPT AS ALLOWED BY § 10-639 OF THIS SUBTITLE, TO FINANCE THE
 9 ~~SITE ACQUISITION~~ PLANNING, DESIGN, AND CONSTRUCTION OF ANY SEGMENT OF A
 10 RACING FACILITY, THE AUTHORITY SHALL COMPLY WITH THIS SECTION.

11 (B) AT LEAST 45 DAYS BEFORE SEEKING APPROVAL OF THE BOARD OF
 12 PUBLIC WORKS FOR EACH BOND ISSUE OR OTHER BORROWING, THE AUTHORITY
 13 SHALL PROVIDE, IN ACCORDANCE WITH § 2-1257 OF THE STATE GOVERNMENT
 14 ARTICLE, TO THE FISCAL COMMITTEES OF THE GENERAL ASSEMBLY:

15 (1) A COMPREHENSIVE FINANCING PLAN FOR THE RELEVANT
 16 ~~SEGMENT OF THE FACILITY, INCLUDING THE EFFECT OF THE FINANCING PLAN ON~~
 17 ~~FINANCING OPTIONS FOR OTHER SEGMENTS OF THE FACILITY~~ RACING FACILITY
 18 THAT INCLUDES:

19 (I) THE AGGREGATE AMOUNT OF FUNDS NEEDED FOR THE
 20 RACING FACILITY TO BE FINANCED WITH THE PROPOSED BONDS;

21 (II) A DESCRIPTION OF THE RACING FACILITY TO BE
 22 CONSTRUCTED OR RENOVATED;

23 (III) THE ANTICIPATED TOTAL DEBT SERVICE FOR THE
 24 PROPOSED BOND ISSUE;

25 (IV) THE ANTICIPATED TOTAL DEBT SERVICE WHEN COMBINED
 26 WITH THE DEBT SERVICE FOR ALL PRIOR OUTSTANDING BOND ISSUES FOR RACING
 27 FACILITIES; AND

28 (V) ANTICIPATED PROJECT COSTS OF AT LEAST \$180,000,000
 29 FOR THE PIMLICO RACING FACILITY OR \$155,000,000 FOR THE LAUREL PARK
 30 RACING FACILITY; AND

1 (2) FOR ANY PLANNED EXPENDITURES AT THE LAUREL PARK RACING
2 FACILITY SITE, A PLAN FOR THE IMPROVEMENTS NECESSARY TO ENSURE THAT THE
3 CONDITION OF ANY PART OF THE SITE WHERE INDIVIDUALS RESIDE IS
4 SATISFACTORY FOR HUMAN HABITATION AND MEETS THE MINIMUM HOUSING AND
5 SANITATION STANDARDS IN ANNE ARUNDEL COUNTY.

6 ~~(C) (1) THE AUTHORITY SHALL OBTAIN THE APPROVAL OF THE BOARD~~
7 ~~OF PUBLIC WORKS OF THE PROPOSED BOND ISSUE AND THE FINANCING PLAN.~~

8 ~~(2) THE FINANCING PLAN OR PLANS REQUIRED UNDER SUBSECTION~~
9 ~~(B)(1) OF THIS SECTION FOR RACING AND COMMUNITY DEVELOPMENT PROJECT~~
10 ~~COSTS SHALL PROVIDE FOR AT LEAST:~~

11 ~~(I) \$180,000,000 AT THE PIMLICO SITE; AND~~

12 ~~(II) \$155,000,000 AT THE LAUREL PARK SITE.~~

13 (C) (1) A BOND ISSUED TO FINANCE PLANNING, DESIGN, AND
14 CONSTRUCTION OR RENOVATIONS OF, OR IMPROVEMENTS TO A RACING FACILITY:

15 (I) IS A LIMITED OBLIGATION OF THE AUTHORITY PAYABLE
16 SOLELY FROM MONEY PLEDGED BY THE AUTHORITY TO THE PAYMENT OF THE
17 PRINCIPAL OF AND THE PREMIUM AND INTEREST ON THE BOND OR MONEY MADE
18 AVAILABLE TO THE AUTHORITY FOR THAT PURPOSE;

19 (II) IS NOT A DEBT, LIABILITY, OR A PLEDGE OF THE FAITH AND
20 CREDIT OR THE TAXING POWER OF THE STATE, THE AUTHORITY, OR ANY OTHER
21 GOVERNMENTAL UNIT; AND

22 (III) MAY NOT GIVE RISE TO ANY PECUNIARY LIABILITY OF THE
23 STATE, THE AUTHORITY, OR ANY OTHER GOVERNMENTAL UNIT.

24 (2) THE ISSUANCE OF A BOND TO FINANCE THE PLANNING, DESIGN,
25 AND CONSTRUCTION OR RENOVATIONS OF, OR IMPROVEMENTS TO A RACING
26 FACILITY IS NOT DIRECTLY, INDIRECTLY, OR CONTINGENTLY A MORAL OR OTHER
27 OBLIGATION OF THE STATE, THE AUTHORITY, OR ANY OTHER GOVERNMENTAL UNIT
28 TO LEVY OR PLEDGE ANY TAX OR TO MAKE AN ANY APPROPRIATION TO PAY THE
29 BOND.

30 (3) EACH BOND SHALL STATE ON ITS FACE THE PROVISIONS OF
31 PARAGRAPHS (1) AND (2) OF THIS SUBSECTION.

1 (D) (1) IN THIS SUBSECTION, "LONG-TERM AGREEMENT" INCLUDES A
 2 LEASE, OPERATING, JOINT VENTURE, OR MANAGEMENT AGREEMENT WITH A
 3 MINIMUM TERM THAT COINCIDES WITH OR EXCEEDS THE ~~FINAL MATURITY~~ INITIAL
 4 TERM OF THE BONDS ISSUED FOR A RACING FACILITY.

5 (2) BEFORE ISSUING ANY BONDS FOR ANY SEGMENT OF A RACING
 6 FACILITY, THE AUTHORITY SHALL ENSURE THAT:

7 ~~(I)~~ THE FOLLOWING ~~LONG-TERM~~ AGREEMENTS HAVE BEEN
 8 ~~FINALIZED~~ EXECUTED:

9 ~~(I)~~ 1. (I) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, A
 10 LONG-TERM AGREEMENT REGARDING MANAGEMENT AND OPERATIONS AT THE
 11 PIMLICO RACING FACILITY SITE; ~~AND~~

12 ~~(II)~~ 2. (II) SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, A
 13 LONG-TERM AGREEMENT REGARDING MANAGEMENT AND OPERATIONS AT THE
 14 LAUREL PARK RACING FACILITY SITE; AND

15 3. (III) AGREEMENTS BETWEEN THE AUTHORITY AND
 16 PROJECT ENTITIES FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF A RACING
 17 FACILITY; ~~AND~~

18 ~~(II)~~ ~~THE OWNER OF THE BOWIE RACE COURSE TRAINING~~
 19 ~~CENTER HAS CONVEYED THE TRAINING CENTER IN ACCORDANCE WITH § 11-519 OF~~
 20 ~~THE BUSINESS REGULATION ARTICLE.~~

21 (3) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE
 22 LONG-TERM AGREEMENT REQUIRED UNDER PARAGRAPH ~~(2)(I)~~ ~~(2)(I)1~~ (2)(I) OF
 23 THIS SUBSECTION SHALL:

24 1. ENSURE THE CONTINUITY OF THE PREAKNESS
 25 STAKES AT THE PIMLICO RACING FACILITY SITE;

26 2. ENSURE THE MJC ENTITIES' SOLE, EXCLUSIVE, AND
 27 UNCONDITIONAL RIGHTS TO:

28 A. MANAGE AND OPERATE THE PIMLICO RACING
 29 FACILITY SITE SUBJECT TO THE EXCLUSIONS AND CONDITIONS IN THE LONG-TERM
 30 AGREEMENT;

31 B. CONDUCT AT THE PIMLICO RACING FACILITY SITE
 32 THOROUGHBRED TRAINING AND RACING, SATELLITE SIMULCAST WAGERING,
 33 ADVANCED DEPOSIT WAGERING, AND ANY OTHER LAWFUL ACTIVITIES;

1 C. DESIGNATE ANNUALLY EXCLUSIVE USE PERIODS FOR
2 THE CONDUCT OF LIVE THOROUGHBRED TRAINING AND RACING;

3 D. MAINTAIN THE TRACK SURFACES;

4 E. OPERATE SATELLITE SIMULCAST WAGERING,
5 ADVANCED DEPOSIT WAGERING, AND ANY OTHER LAWFUL ACTIVITIES; AND

6 F. AN OPTION TO REACQUIRE THE PIMLICO RACING
7 FACILITY SITE AT THE TERMINATION OR EXPIRATION OF THE LONG-TERM
8 AGREEMENT ON MUTUALLY AGREEABLE TERMS AND CONDITIONS ~~AND SUBJECT,~~
9 SUBJECT TO THE APPROVAL OF THE BOARD OF PUBLIC WORKS;

10 3. REQUIRE THE CONVEYANCE OR CONVEYANCES IN FEE
11 SIMPLE OF THE PIMLICO SITE, IN WHOLE OR IN PART, TO BALTIMORE CITY ~~OR AN~~
12 ~~ENTITY OR ENTITIES DESIGNATED BY BALTIMORE CITY, INCLUDING, THE~~
13 BALTIMORE DEVELOPMENT CORPORATION OR ITS SUCCESSOR OR ASSIGNS, OR ANY
14 DESIGNATED PROJECT ENTITY, AT THE TIME AND ON THE CONDITIONS
15 ESTABLISHED IN THE LONG-TERM AGREEMENT AND SUBJECT TO THE AUTHORITY
16 SECURING ALL THE NECESSARY DEVELOPMENT APPROVALS AND FUNDING FOR THE
17 RACING AND COMMUNITY DEVELOPMENT PROJECT COSTS;

18 4. ESTABLISH THE MJC ENTITIES' RIGHTS TO:

19 A. DESIGNATE ANNUALLY EXCLUSIVE USE PERIODS FOR
20 THE CONDUCT OF LIVE THOROUGHBRED TRAINING AND RACING;

21 B. MAINTAIN THE TRACK SURFACES; AND

22 C. OPERATE SATELLITE SIMULCAST WAGERING,
23 ADVANCED DEPOSIT WAGERING, AND ANY OTHER LAWFUL ACTIVITIES;

24 5. PRESERVE THE MJC ENTITIES' TANGIBLE,
25 INTANGIBLE, MANAGEMENT, PERFORMANCE, DISTRIBUTION, INTELLECTUAL
26 PROPERTY, ADVERTISING, CONCESSION, MERCHANDISING, SPONSORSHIP, MEDIA,
27 STREAMING, NAMING, LICENSING, AND COMMERCIAL DEVELOPMENT RIGHTS, AND
28 ANY OTHER RIGHTS IDENTIFIED BY THE MJC ENTITIES';

29 6. SUBJECT TO THE OPERATING AGREEMENTS OF THE
30 PROJECT ENTITIES, PRESERVE THE MJC ENTITIES' RIGHT TO RETAIN OR
31 DESIGNATE REVENUES AND PROFITS ASSOCIATED WITH THE MJC ENTITIES'
32 RIGHTS AND LAWFUL ACTIVITIES; AND

1 1. PRIORITY OF USE OVER THE PIMLICO CLUBHOUSE
2 AND EVENTS FACILITY AND GROUNDS FOR MJC ENTITIES' PURPOSES RELATED TO
3 RACING, WAGERING, OR OTHER AGREED-ON USES; AND

4 2. THE RIGHT TO ACCESS AND EGRESS FROM THE
5 PIMLICO RACING FACILITY SITE DURING PERIODS IDENTIFIED IN THE AGREEMENT.

6 (4) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH, THE
7 LONG-TERM AGREEMENT REQUIRED UNDER PARAGRAPH ~~(2)(H)~~ ~~(2)(H)2~~ (2)(II) OF
8 THIS SUBSECTION SHALL:

9 1. ENSURE THAT THE MARYLAND MILLION RACE IS RUN
10 ANNUALLY AT LAUREL PARK EXCEPT:

11 A. DURING PERIODS OF CONSTRUCTION;

12 B. IF ~~THE RACING LICENSEE IS~~ PREVENTED FROM DOING
13 SO BY WEATHER, ACTS OF GOD, OR OTHER CIRCUMSTANCES BEYOND THE CONTROL
14 OF THE RACING LICENSEE; OR

15 C. IF THE RACING LICENSEE AND THE MARYLAND
16 MILLION, LLC AGREE TO ANOTHER LOCATION THAT IS APPROVED BY THE STATE
17 RACING COMMISSION;

18 2. ENSURE THE MJC ENTITIES' SOLE, EXCLUSIVE, AND
19 UNCONDITIONAL RIGHTS TO:

20 A. MANAGE AND OPERATE THE LAUREL PARK RACING
21 FACILITY SITE; AND

22 B. CONDUCT AT THE LAUREL PARK RACING FACILITY
23 SITE YEAR-ROUND THOROUGHBRED TRAINING AND RACING, SATELLITE SIMULCAST
24 WAGERING, ADVANCED DEPOSIT WAGERING, AND ANY OTHER LAWFUL ACTIVITIES;

25 ~~2.~~ 3. PROVIDE FOR THE MJC ENTITIES:

26 A. GRANT OF AN INTEREST IN THE LAUREL PARK
27 RACING FACILITY SITE, IN WHOLE OR IN PART, TO ANNE ARUNDEL COUNTY OR AN
28 ENTITY OR ENTITIES DESIGNATED BY ANNE ARUNDEL COUNTY, INCLUDING ANY
29 DESIGNATED PROJECT ENTITY, AT THE TIME FOR A SPECIFIED TERM, INCLUDING
30 RENEWALS, AND ON THE CONDITIONS ESTABLISHED IN THE LONG-TERM
31 AGREEMENT AND SUBJECT TO THE AUTHORITY SECURING ALL NECESSARY

1 DEVELOPMENT APPROVALS AND FUNDING FOR THE RACING AND COMMUNITY
2 DEVELOPMENT PROJECT COSTS;

3 B. ACCESS TO THE LAUREL PARK RACING FACILITY SITE
4 FOR PARKING AND ROADWAYS;

5 C. ~~AN OPTION FOR THE RIGHT TO REACQUIRE~~ RIGHTS TO
6 THE LAUREL PARK RACING FACILITY SITE AT THE EXPIRATION OR TERMINATION OF
7 THE LONG-TERM AGREEMENTS ON MUTUALLY AGREEABLE TERMS AND
8 CONDITIONS; AND

9 D. PAYMENT TO ANNE ARUNDEL COUNTY, OR AN ENTITY
10 DESIGNATED BY ANNE ARUNDEL COUNTY, OF AN AMOUNT AT LEAST EQUAL TO THE
11 PRORATED AMOUNT OF REAL PROPERTY TAXES PAID IN FISCAL YEAR 2020 FOR THE
12 LAUREL PARK RACING FACILITY SITE AND ANY IMPROVEMENTS ON THE SITE,
13 UNLESS OTHERWISE AGREED TO BY THE MJC ENTITIES AND ANNE ARUNDEL
14 COUNTY; AND

15 ~~E. AN OBLIGATION TO MAINTAIN THE LAUREL PARK~~
16 ~~RACING FACILITY AS A FIRST-CLASS FACILITY AND IN GOOD CONDITION AND~~
17 ~~REPAIR;~~

18 E. AN OBLIGATION TO MAINTAIN AS A FIRST-CLASS
19 FACILITY, IN GOOD CONDITION, REPAIR, AND SECURE THE LAUREL PARK RACING
20 FACILITY SITE DURING THE PERIODS IDENTIFIED IN THE LONG-TERM AGREEMENT;

21 ~~3.4.~~ PRESERVE THE MJC ENTITIES' TANGIBLE,
22 INTANGIBLE, MANAGEMENT, PERFORMANCE, DISTRIBUTION, INTELLECTUAL
23 PROPERTY, ADVERTISING, CONCESSION, MERCHANDISING, SPONSORSHIP, MEDIA,
24 STREAMING, NAMING, LICENSING, COMMERCIAL DEVELOPMENT, AND ANY OTHER
25 RIGHTS IDENTIFIED BY THE MJC ENTITIES; AND

26 ~~4.5.~~ SUBJECT TO THE OPERATING AGREEMENTS OF THE
27 PROJECT ENTITIES, PRESERVE THE MJC ENTITIES' RIGHT TO RETAIN OR
28 DESIGNATE REVENUES AND PROFITS ASSOCIATED WITH THE MJC ENTITIES'
29 RIGHTS AND LAWFUL ACTIVITIES.

30 (II) 1. UNLESS THOROUGHBRED RACING IS NO LONGER A
31 LAWFUL ACTIVITY, OR IS OTHERWISE RENDERED NOT COMMERCIALY VIABLE AS A
32 RESULT OF A CHANGE IN LAW OR REGULATION, THE LONG-TERM AGREEMENT
33 UNDER ~~THIS TITLE~~ PARAGRAPH (2)(I)2 (2)(II) OF THIS SUBSECTION MAY NOT
34 EXPIRE WHILE ANY BOND, DEBT, OR OTHER FINANCIAL INSTRUMENT ISSUED BY THE
35 AUTHORITY FOR THE IMPROVEMENT OF A RACING FACILITY REMAINS UNPAID.

1 2. IF THOROUGHbred RACING IS NO LONGER A LAWFUL
2 ACTIVITY, OR IS OTHERWISE RENDERED NOT COMMERCIALlY VIABLE AS A RESULT
3 OF A CHANGE IN LAW OR REGULATION, THE PARTIES TO THE LONG-TERM
4 AGREEMENT UNDER PARAGRAPH (2)(I)2 OF THIS SUBSECTION SHALL NOTIFY THE
5 BOARD OF PUBLIC WORKS AT LEAST 180 DAYS BEFORE THE EXPIRATION OR
6 TERMINATION OF THE LONG-TERM AGREEMENT.

7 3. THE NOTICE REQUIRED UNDER SUBSUBPARAGRAPH
8 2 OF THIS SUBPARAGRAPH SHALL CONTAIN A WIND DOWN PLAN.

9 4. THE LONG-TERM AGREEMENT REQUIRED UNDER
10 PARAGRAPH (2)(I)2 (2)(II) OF THIS SUBSECTION SHALL INCLUDE CONTAIN DISPUTE
11 RESOLUTION PROVISIONS, ~~THAT INCLUDE~~ INCLUDING EXPEDITED REVIEW, IN THE
12 EVENT THAT THERE IS A DISPUTE AMONG THE PARTIES REGARDING THE EXISTENCE
13 OF THE CONDITIONS DESCRIBED IN SUBSUBPARAGRAPH 1 OF THIS SUBPARAGRAPH
14 OR THE CONTENTS OF THE WIND DOWN PLAN.

15 ~~(E) (1) THE AUTHORITY MAY ENTER INTO AN AGREEMENT WITH~~
16 ~~PROJECT ENTITIES FOR CONSTRUCTION OF THE RACING AND COMMUNITY~~
17 ~~DEVELOPMENT PROJECTS AT A RACING FACILITY SITE DURING THE PERIODS OF~~
18 ~~PLANNING, DESIGN, AND CONSTRUCTION OF THE RACING FACILITY.~~

19 ~~(2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPHS (II) AND (III) OF~~
20 ~~THIS PARAGRAPH, AFTER THE COMPLETION OF A RACING FACILITY, THE~~
21 ~~AUTHORITY MAY NOT HAVE ANY ROLE OR RESPONSIBILITY WITH REGARD TO THE~~
22 ~~RACING FACILITY.~~

23 ~~(II) THE AUTHORITY MAY ASSIST WITH ENFORCEMENT OF~~
24 ~~WARRANTIES, CLAIMS AGAINST CONTRACTORS OR SUPPLIERS, OR REPAIRING~~
25 ~~DEFECTS IN THE CONSTRUCTION AT A RACING FACILITY.~~

26 ~~(III) WITH THE CONSENT OF THE AUTHORITY, BALTIMORE CITY~~
27 ~~OR AN ENTITY DESIGNATED BY BALTIMORE CITY, OR ANNE ARUNDEL COUNTY OR~~
28 ~~AN ENTITY DESIGNATED BY ANNE ARUNDEL COUNTY, MAY RETAIN THE SERVICES~~
29 ~~OF THE AUTHORITY.~~

30 ~~(3) IF THE AUTHORITY IS RETAINED TO PROVIDE SERVICES~~
31 ~~DIRECTLY RELATED TO RACING AND COMMUNITY DEVELOPMENT PROJECTS, THE~~
32 ~~AUTHORITY MAY BE PAID FROM THE RACING AND COMMUNITY DEVELOPMENT~~
33 ~~FUND FOR SERVICES PERFORMED AND EXPENSES INCURRED BEFORE JUNE 1, 2020.~~

34 (E) THE AUTHORITY SHALL ENTER INTO AGREEMENTS WITH PROJECT
35 ENTITIES OR LOCAL ENTITIES FOR PLANNING, DESIGN, AND CONSTRUCTION OF THE
36 RACING AND COMMUNITY DEVELOPMENT PROJECTS AT A RACING FACILITY SITE.

1 ~~(F) (1) FOR FISCAL YEAR 2021, THE COMPTROLLER SHALL DEPOSIT~~
2 ~~INTO THE RACING AND DEVELOPMENT FINANCING FUND \$13,500,000 FROM THE~~
3 ~~STATE LOTTERY FUND ESTABLISHED UNDER § 9-120(B)(1)(IV) OF THE STATE~~
4 ~~GOVERNMENT ARTICLE.~~

5 ~~(2) FOR FISCAL YEAR 2022 AND EACH FISCAL YEAR THEREAFTER,~~
6 ~~UNTIL THE BONDS THAT HAVE BEEN ISSUED TO FINANCE THE RACING FACILITY~~
7 ~~RACING FACILITIES ARE NO LONGER OUTSTANDING AND UNPAID, THE~~
8 ~~COMPTROLLER SHALL DEPOSIT INTO THE RACING AND COMMUNITY~~
9 ~~DEVELOPMENT FINANCING FUND \$17,000,000 FROM THE STATE LOTTERY FUND~~
10 ~~ESTABLISHED UNDER § 9-120(B)(1)(IV) OF THE STATE GOVERNMENT ARTICLE.~~

11 ~~(G) IF THE MONEY DEPOSITED IN THE RACING AND COMMUNITY~~
12 ~~DEVELOPMENT FINANCING FUND IN ACCORDANCE WITH SUBSECTION (F) OF THIS~~
13 ~~SECTION IS NOT NEEDED FOR DEBT SERVICE OR DEBT SERVICE RESERVES, THE~~
14 ~~AUTHORITY MAY TRANSFER THOSE FUNDS TO THE RACING AND COMMUNITY~~
15 ~~DEVELOPMENT FACILITIES FUND.~~

16 ~~(H) IF FUNDS ARE NEEDED FOR DEBT SERVICE OR DEBT SERVICE~~
17 ~~RESERVES, THE AUTHORITY MAY TRANSFER MONEY IN THE RACING AND~~
18 ~~COMMUNITY DEVELOPMENT FACILITIES FUND TO THE RACING AND COMMUNITY~~
19 ~~DEVELOPMENT FINANCING FUND.~~

20 10-657.2.

21 (A) THERE IS A RACING AND COMMUNITY DEVELOPMENT FINANCING
22 FUND.

23 (B) (1) THE RACING AND COMMUNITY DEVELOPMENT FINANCING FUND
24 IS A CONTINUING, NONLAPSING FUND THAT SHALL BE AVAILABLE IN PERPETUITY
25 TO IMPLEMENT THIS SUBTITLE CONCERNING RACING AND COMMUNITY
26 DEVELOPMENT PROJECTS.

27 (2) THE AUTHORITY SHALL:

28 (I) USE THE RACING AND COMMUNITY DEVELOPMENT
29 FINANCING FUND AS A REVOLVING FUND FOR IMPLEMENTING THIS SUBTITLE
30 RELATING TO RACING AND COMMUNITY DEVELOPMENT PROJECTS; AND

31 (II) PAY ANY AND ALL EXPENSES FROM THE RACING AND
32 COMMUNITY DEVELOPMENT FINANCING FUND THAT ARE INCURRED BY THE
33 AUTHORITY, OR OTHERWISE SPECIFICALLY APPROVED BY THE AUTHORITY,
34 CONCERNING RACING AND COMMUNITY DEVELOPMENT PROJECTS.

1 (C) (1) TO THE EXTENT CONSIDERED APPROPRIATE BY THE AUTHORITY,
2 THE RECEIPTS OF THE RACING AND COMMUNITY DEVELOPMENT FINANCING FUND
3 SHALL BE PLEDGED TO AND CHARGED WITH THE FOLLOWING RELATING TO RACING
4 AND COMMUNITY DEVELOPMENT PROJECTS:

5 (I) THE PAYMENT OF DEBT SERVICE ON AUTHORITY BONDS;

6 (II) ALL REASONABLE CHARGES AND EXPENSES RELATED TO
7 AUTHORITY BORROWING; AND

8 (III) THE MANAGEMENT OF AUTHORITY OBLIGATIONS.

9 (2) THE PLEDGE SHALL BE EFFECTIVE IN THE SAME MANNER AS
10 PROVIDED IN § 10-634 OF THIS SUBTITLE.

11 (D) THE RACING AND COMMUNITY DEVELOPMENT FINANCING FUND
12 CONSISTS OF:

13 (1) FUNDS APPROPRIATED FOR DEPOSIT TO THE RACING AND
14 COMMUNITY DEVELOPMENT FINANCING FUND;

15 (2) PROCEEDS FROM THE SALE OF BONDS CONCERNING RACING AND
16 COMMUNITY DEVELOPMENT PROJECTS;

17 (3) REVENUES COLLECTED OR RECEIVED FROM ANY SOURCE UNDER
18 THIS SUBTITLE CONCERNING RACING AND COMMUNITY DEVELOPMENT PROJECTS;

19 (4) INVESTMENT AND INTEREST EARNINGS;

20 (5) MONEY PAID TO THE RACING AND COMMUNITY DEVELOPMENT
21 FINANCING FUND UNDER § 9-120 OF THE STATE GOVERNMENT ARTICLE; AND

22 (6) ~~THE UNENCUMBERED FUND BALANCE, INCLUDING ACCRUED~~
23 ~~INTEREST, EXISTING AS OF JUNE 1, 2020, THAT IS ALLOCATED TO THOROUGHBRED~~
24 ~~TRACKS UNDER THE RACETRACK FACILITY RENEWAL ACCOUNT; AND~~

25 (7) ANY ADDITIONAL MONEY MADE AVAILABLE FROM ANY PUBLIC OR
26 PRIVATE SOURCES FOR THE PURPOSES ESTABLISHED FOR THE RACING AND
27 COMMUNITY DEVELOPMENT FINANCING FUND.

28 (E) (1) THE STATE TREASURER SHALL INVEST THE MONEY OF THE
29 RACING AND COMMUNITY DEVELOPMENT FINANCING FUND IN THE SAME MANNER
30 AS OTHER STATE FUNDS.

1 (2) ANY INVESTMENT OR INTEREST EARNING SHALL BE CREDITED TO
2 THE RACING AND COMMUNITY DEVELOPMENT FINANCING FUND.

3 (3) NO PART OF THE RACING AND COMMUNITY DEVELOPMENT
4 FINANCING FUND MAY REVERT OR BE CREDITED TO THE GENERAL FUND OF THE
5 STATE OR ANY SPECIAL FUND OF THE STATE.

6 10-657.3.

7 (A) THERE IS A RACING AND COMMUNITY DEVELOPMENT FACILITIES
8 FUND.

9 (B) (1) THE RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND
10 IS A CONTINUING, NONLAPSING FUND THAT SHALL BE AVAILABLE IN PERPETUITY
11 TO IMPLEMENT THIS SUBTITLE CONCERNING RACING FACILITIES.

12 (2) THE AUTHORITY SHALL:

13 (I) USE THE RACING AND COMMUNITY DEVELOPMENT
14 FACILITIES FUND AS A REVOLVING FUND FOR CARRYING OUT THIS SUBTITLE
15 CONCERNING RACING FACILITIES PROJECTS; AND

16 (II) TO THE EXTENT AUTHORIZED ~~UNDER FEDERAL~~ BY FEDERAL
17 TAX LAW, PAY ANY AND ALL EXPENSES FROM THE RACING AND COMMUNITY
18 DEVELOPMENT FACILITIES FUND THAT ARE INCURRED BY THE AUTHORITY, OR
19 OTHERWISE SPECIFICALLY APPROVED BY THE AUTHORITY, ~~RELATING TO~~
20 CONCERNING ANY RACING FACILITIES.

21 (C) SUBJECT TO SUBSECTION (F) OF THIS SECTION AND TO THE EXTENT
22 CONSIDERED APPROPRIATE BY THE ~~AUTHORITY~~ AUTHORITY, THE MONEY IN THE
23 RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND SHALL BE USED TO PAY
24 THE FOLLOWING COSTS RELATING TO RACING FACILITIES PROJECTS:

25 (1) DEBT SERVICE ON AUTHORITY BONDS;

26 (2) DESIGN AND CONSTRUCTION COSTS RELATING TO RACING
27 FACILITIES PROJECTS;

28 (3) TO THE EXTENT AUTHORIZED ~~UNDER FEDERAL~~ BY FEDERAL TAX
29 LAW, TRANSITION COSTS AND REIMBURSEMENTS, COSTS OF START-UP,
30 ADMINISTRATION, OVERHEAD, AND OPERATIONS RELATED TO THE MANAGEMENT
31 OF IMPROVEMENTS TO RACING FACILITIES PROJECTS AUTHORIZED UNDER THIS
32 SUBTITLE AND UNDERTAKEN BY THE AUTHORITY; AND

1 (4) ALL REASONABLE CHARGES AND EXPENSES RELATED TO THE
2 AUTHORITY'S ADMINISTRATION OF THE RACING AND COMMUNITY DEVELOPMENT
3 FACILITIES FINANCING FUND AND THE RACING AND COMMUNITY DEVELOPMENT
4 FINANCING FACILITIES FUND AND THE MANAGEMENT OF THE AUTHORITY'S
5 OBLIGATIONS.

6 (D) THE RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND
7 CONSISTS OF:

8 (1) FUNDS TRANSFERRED FROM THE RACING AND COMMUNITY
9 DEVELOPMENT FINANCING FUND IN ACCORDANCE WITH AS AUTHORIZED UNDER §
10 10-646.1(G) OF THIS SUBTITLE;

11 (2) THE UNENCUMBERED FUND BALANCE, INCLUDING ACCRUED
12 INTEREST, EXISTING AS OF JUNE 30, 2020, THAT IS ALLOCATED TO THOROUGHBRED
13 TRACKS UNDER THE RACETRACK FACILITY RENEWAL ACCOUNT;

14 ~~(3) FUNDS FROM THE RACING AND COMMUNITY DEVELOPMENT~~
15 ~~FINANCING FUND DISTRIBUTED UNDER § 10-657.2(E) OF THIS SUBTITLE;~~

16 (3) THE UNENCUMBERED FUND BALANCE, INCLUDING ACCRUED
17 INTEREST, EXISTING AS OF JUNE 30, 2020, THAT IS AVAILABLE TO ROSECROFT
18 RACEWAY UNDER THE RACETRACK FACILITY RENEWAL ACCOUNT;

19 (4) INVESTMENT AND INTEREST EARNINGS; AND

20 (5) ANY ADDITIONAL MONEY MADE AVAILABLE FROM ANY PUBLIC OR
21 PRIVATE SOURCES FOR THE PURPOSES ESTABLISHED FOR THE RACING AND
22 COMMUNITY DEVELOPMENT FACILITIES FUND.

23 (E) (1) THE STATE TREASURER SHALL INVEST THE MONEY OF THE
24 RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND IN THE SAME MANNER
25 AS OTHER STATE FUNDS.

26 (2) ANY INVESTMENT OR INTEREST EARNINGS SHALL BE CREDITED
27 TO THE RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND.

28 (3) NO PART OF THE RACING AND COMMUNITY DEVELOPMENT
29 FACILITIES FUND MAY REVERT OR BE CREDITED TO THE GENERAL FUND OF THE
30 STATE OR ANY SPECIAL FUND OF THE STATE.

31 (F) (1) BEFORE THE ISSUANCE OF ANY BONDS AUTHORIZED UNDER THIS
32 SUBTITLE TO FINANCE IMPROVEMENTS TO A RACING FACILITY, THE AUTHORITY

1 MAY PAY FOR ANY COSTS FOR ADMINISTRATION, OVERHEAD, AND OPERATIONS OF
 2 THE AUTHORITY OR COSTS OF ENGINEERING, ARCHITECTURAL, AND OTHER DESIGN
 3 PROFESSIONALS FROM THE RACING AND COMMUNITY DEVELOPMENT FACILITIES
 4 FUND.

5 (2) NO PART OF THE RACING AND COMMUNITY DEVELOPMENT
 6 FACILITIES FUND MAY BE USED FOR THE PURPOSES UNDER SUBSECTION ~~(D)~~ (C) OF
 7 THIS SECTION UNTIL THE AUTHORITY RECEIVES A REIMBURSEMENT FROM THE
 8 FUND FOR ANY COSTS UNDER PARAGRAPH (1) OF THIS SUBSECTION INCURRED
 9 BEFORE JUNE 1, 2020.

10 Article – State Finance and Procurement

11 6–226.

12 (a) (2) (i) Notwithstanding any other provision of law, and unless
 13 inconsistent with a federal law, grant agreement, or other federal requirement or with the
 14 terms of a gift or settlement agreement, net interest on all State money allocated by the
 15 State Treasurer under this section to special funds or accounts, and otherwise entitled to
 16 receive interest earnings, as accounted for by the Comptroller, shall accrue to the General
 17 Fund of the State.

18 (ii) The provisions of subparagraph (i) of this paragraph do not apply
 19 to the following funds:

20 121. the Markell Hendricks Youth Crime Prevention and
 21 Diversion Parole Fund; [and]

22 122. the Federal Government Shutdown Employee Assistance
 23 Loan Fund; ~~AND~~

24 **123. THE RACING AND COMMUNITY DEVELOPMENT ~~FUND~~**
 25 **FINANCING FUND; AND**

26 **124. THE RACING AND COMMUNITY DEVELOPMENT**
 27 **FACILITIES FUND.**

28 Article – State Government

29 9–120.

30 (a) The Comptroller shall distribute, or cause to be distributed, the State Lottery
 31 Fund to pay:

1 (1) on a pro rata basis for the daily and nondaily State lottery games, the
2 expenses of administering and operating the State lottery, as authorized under this subtitle
3 and the State budget; and

4 (2) then, except as provided in § 10–113.1 of the Family Law Article, §
5 11–618 of the Criminal Procedure Article, and § 3–307 of the State Finance and
6 Procurement Article, the holder of each winning ticket or share.

7 (b) (1) By the end of the month following collection, the Comptroller shall
8 deposit or cause to be deposited:

9 (i) into the Maryland Stadium Facilities Fund established under §
10 7–312 of the State Finance and Procurement Article from the money that remains in the
11 State Lottery Fund, after the distribution under subsection (a) of this section, an amount
12 not to exceed \$20,000,000 in any fiscal year;

13 (ii) after June 30, 2014, into the Maryland Veterans Trust Fund 10%
14 of the money that remains in the State Lottery Fund from the proceeds of sales of tickets
15 from instant ticket lottery machines by veterans' organizations under § 9–112(d) of this
16 subtitle, after the distribution under subsection (a) of this section;

17 (iii) after June 30, 2014, into the Baltimore City Public School
18 Construction Financing Fund established under § 10–656 of the Economic Development
19 Article the money that remains in the State Lottery Fund from the proceeds of all lotteries
20 after the distributions under subsection (a) of this section and items (i) and (ii) of this
21 paragraph, an amount equal to \$20,000,000 in each fiscal year that bonds are outstanding
22 and unpaid, to be paid in two installments with at least \$10,000,000 paid no later than
23 December 1 of each fiscal year; [and]

24 (IV) AFTER JUNE 30, ~~2020~~ 2021, INTO THE RACING AND
25 COMMUNITY DEVELOPMENT FINANCING FUND ESTABLISHED UNDER § 10–657.2 OF
26 THE ECONOMIC DEVELOPMENT ARTICLE FROM THE MONEY THAT REMAINS IN THE
27 STATE LOTTERY FUND, AFTER THE DISTRIBUTION UNDER SUBSECTION (A) OF THIS
28 SECTION, AN AMOUNT EQUAL TO ~~\$17,000,000 IN EACH FISCAL YEAR THAT BONDS~~
29 ~~ARE OUTSTANDING AND UNPAID \$13,500,000 IN FISCAL YEAR 2021; \$17,000,000 IN~~
30 EACH FISCAL YEAR UNTIL THE BONDS ISSUED FOR A RACING FACILITY HAVE
31 MATURED; AND

32 (V) ~~AFTER JUNE 30, 2021, INTO THE RACING AND COMMUNITY~~
33 ~~DEVELOPMENT FACILITIES FUND ESTABLISHED UNDER § 10–657.3 OF THE~~
34 ~~ECONOMIC DEVELOPMENT ARTICLE FROM THE MONEY THAT REMAINS IN THE~~
35 ~~STATE LOTTERY FUND, AFTER THE DISTRIBUTION UNDER SUBSECTION (A) OF THIS~~
36 ~~SECTION, AN AMOUNT EQUAL TO \$17,000,000 IN FISCAL YEAR 2022 AND EACH~~
37 ~~FISCAL YEAR THEREAFTER UNTIL THE BONDS ISSUED FOR A RACING FACILITY HAVE~~
38 MATURED; AND

1 [(iv)] ~~(v)~~ ~~(vi)~~ **(v)** into the General Fund of the State the money that
 2 remains in the State Lottery Fund from the proceeds of all lotteries after the distributions
 3 under subsection (a) of this section and items (i), (ii), [and] (iii), ~~AND (iv)~~ ~~(iv)~~, ~~AND (v)~~
 4 AND (IV) of this paragraph.

5 (2) The money paid into the General Fund under this subsection is
 6 available in the fiscal year in which the money accumulates in the State Lottery Fund.

7 (c) The regulations of the Agency shall apportion the money in the State Lottery
 8 Fund in accordance with subsection (b) of this section.

9 9–1A–09.

10 (a) In this section, “racing licensee” means the holder of a license issued by the
 11 State Racing Commission to hold a race meeting in the State under Title 11 of the Business
 12 Regulation Article.

13 (b) As a condition of eligibility for funding under § 9–1A–29 of this subtitle, a
 14 racing licensee shall:

15 (1) [(i)] **(i)** for Laurel Park and Pimlico Race Course, conduct a minimum of
 16 220 annual live racing days combined between Laurel Park and Pimlico Race Course unless
 17 otherwise agreed to by the racing licensee and the organization that represents the majority
 18 of licensed thoroughbred owners and trainers in the State or unless the racing licensee is
 19 prevented by weather, acts of God, or other circumstances beyond the racing licensee’s
 20 control;]

21 [(ii)] **(i)** for Rosecroft Raceway, conduct a minimum of [90] **60**
 22 annual live racing days unless otherwise agreed to by the racing licensee and the
 23 organization that represents the majority of licensed standardbred owners and trainers in
 24 the State or unless the racing licensee is prevented by weather, acts of God, or other
 25 circumstances beyond the racing licensee’s control; and

26 [(iii)] **(ii)** for Ocean Downs Racetrack, conduct a minimum of 40
 27 annual live racing days unless otherwise agreed to by the racing licensee and the
 28 organization that represents the majority of licensed standardbred owners and trainers in
 29 the State or unless the racing licensee is prevented by weather, acts of God, or other
 30 circumstances beyond the racing licensee’s control;

31 [(2)] **(2)** if the racing licensee holds the racing license for Pimlico Race Course,
 32 retain in the State of Maryland the name, common law and statutory copyrights, service
 33 marks, trademarks, trade names, and horse racing events that are associated with the
 34 Preakness Stakes and the Woodlawn Vase;

1 (3) if the racing licensee holds the racing license for the Pimlico Race
2 Course, promote and conduct the Preakness Stakes each year at:

3 (i) the Pimlico Race Course; or

4 (ii) if the Pimlico Race Course no longer exists, the Preakness Stakes
5 Race is prevented from being conducted at the Pimlico Race Course, or the State Racing
6 Commission, under § 11–513 of the Business Regulation Article, deems an emergency
7 exists, another track located in the State that is approved by the State Racing Commission;

8 (4) if the racing licensee holds the racing license for Laurel Park, permit
9 the event known as the Maryland Million to be run annually at Laurel Park unless:

10 (i) the racing licensee is prevented from doing so by weather, acts of
11 God, or other circumstances beyond the control of the racing licensee; or

12 (ii) the racing licensee and the Maryland Million LLC agree to
13 another location that is approved by the State Racing Commission;

14 (5) (2) develop and submit to the State Racing Commission a multiyear
15 plan to improve the quality and marketing of horse racing at racetrack locations owned or
16 operated by the racing licensee in Maryland, which shall include:

17 (i) goals, indicators, and timelines for specific actions that will be
18 taken by the racing licensee to improve the quality and marketing of the horse racing
19 industry in Maryland; and

20 (ii) a master plan for capital improvements that reflects, at a
21 minimum:

22 1. commitments that have been made to the State Racing
23 Commission; ~~and~~

24 2. UPDATES TO ANY PRIOR MASTER PLAN SPECIFICALLY
25 IDENTIFYING CAPITAL IMPROVEMENTS AND EXPENDITURES MADE ON OR AFTER
26 JANUARY 1, 2018; AND

27 3. an ongoing investment in capital maintenance and
28 improvements in the horse racing facilities;

29 [(6) develop with other racing industry representatives a multiyear plan to
30 improve the quality and marketing of the horse racing industry in Maryland, which shall
31 include goals, indicators, and timelines for specific actions that will be taken by the
32 thoroughbred and harness racing industries to improve the quality and marketing of the
33 horse racing industry in Maryland, including joint marketing efforts; and

1 (7) (3) for each year that funding is requested, spend at least the
2 following minimum amounts for capital maintenance and improvements, which may
3 include amounts provided as a matching fund as required under § 9-1A-29(e)(2) of this
4 subtitle:

5 (i) [for Laurel Park and Pimlico Race Course, a combined total of
6 \$1,500,000;

7 (ii)] for Rosecroft Raceway, \$300,000; and

8 [(iii)] (II) for Ocean Downs Racetrack, \$300,000.

9 (c) As part of the capital maintenance and improvement items in the plan
10 submitted under subsection [(b)(5)] (B)(2) of this section, a racing licensee shall include
11 any improvements necessary to ensure that the condition of any part of the racetrack
12 facility where individuals reside is satisfactory for human habitation and meets minimum
13 housing and sanitation standards in the county where the facility is located.

14 (d) The plans required under subsection (b) of this section shall also be provided
15 to the Department of General Services and to the Legislative Policy Committee of the
16 General Assembly.

17 [(e) (1) If a video lottery operation license has been issued for a racetrack
18 location at Laurel Park, the video lottery operation license for the location shall be revoked
19 if the name, common law and statutory copyrights, service marks, trademarks, trade
20 names, or horse racing events that are associated with the Preakness Stakes Race or the
21 Woodlawn Vase are transferred to a location outside the State.

22 (2) As an additional condition of a video lottery operation license, if a
23 racetrack licensee holds a video lottery operation license for Laurel Park, the licensee shall
24 be required to:

25 (i) promote and conduct the Preakness Stakes Race at the Pimlico
26 Race Course each year; or

27 (ii) if the Pimlico Race Course no longer exists, the Preakness Stakes
28 Race is prevented from being conducted at the Pimlico Race Course, or the State Racing
29 Commission, under § 11-513 of the Business Regulation Article, deems an emergency
30 exists, promote and conduct the Preakness Stakes Race each year at another track located
31 in the State that is approved by the State Racing Commission.

32 (3) If a racetrack licensee has been issued a video lottery operation license
33 for a racetrack location at Laurel Park, the licensee shall permit the event known as the
34 Maryland Million to be run annually at Laurel Park unless:

1 (i) the licensee is prevented from doing so by weather, acts of God,
2 or other circumstances beyond the control of the licensee; or

3 (ii) the licensee and the Maryland Million LLC agree to another
4 location that is approved by the State Racing Commission.

5 (4) If a video lottery operation license is issued to a racetrack location at
6 Laurel Park, the video lottery operation licensee shall:

7 (i) maintain the operation of the Bowie Training Center; or

8 (ii) if State law no longer requires the Bowie Training Center to
9 operate as a training facility, convey the property associated with the Bowie Training
10 Center to the State as preserved land under Program Open Space.]

11 9-1A-27.

12 (a) Except as provided in subsections (b) and (c) of this section and §
13 9-1A-26(a)(3) of this subtitle, on a properly approved transmittal prepared by the
14 Commission, the Comptroller shall pay the following amounts from the proceeds of video
15 lottery terminals at each video lottery facility:

16 (5) (i) until the issuance of a video lottery operation license in
17 Baltimore City, 1.75% to the Racetrack Facility Renewal Account established under §
18 9-1A-29 of this subtitle and distributed in accordance with that section; and

19 (ii) on or after the issuance of a video lottery operation license in
20 Baltimore City, 1% to the Racetrack Facility Renewal Account established under §
21 9-1A-29 of this subtitle and distributed in accordance with that section, not to exceed a
22 total of \$20,000,000 to the Account annually;

23 9-1A-28.

24 (a) There is a Purse Dedication Account under the authority of the State Racing
25 Commission.

26 (b) (1) The Account shall receive money as required under § 9-1A-27 of this
27 subtitle.

28 (2) Money in the Account shall be invested and reinvested by the Treasurer
29 and interest and earnings shall accrue to the Account.

30 (3) The Comptroller shall:

31 (i) account for the Account; [and]

1 (ii) FOR FISCAL YEAR 2021, TRANSFER \$5,000,000, FROM THE
 2 PORTION OF THE PROCEEDS IN THE ACCOUNT ALLOCATED TO THOROUGHBRED
 3 PURSES UNDER SUBSECTION (C)(1) OF THIS SECTION, TO THE RACING AND
 4 COMMUNITY DEVELOPMENT FACILITIES FUND ESTABLISHED UNDER § 10-657.3 OF
 5 THE ECONOMIC DEVELOPMENT ARTICLE;

6 (iii) FOR FISCAL YEAR 2022 AND EACH FISCAL YEAR
 7 THEREAFTER, ON A PROPERLY APPROVED TRANSMITTAL PREPARED BY THE
 8 MARYLAND STADIUM AUTHORITY, ISSUE A WARRANT TO PAY OUT \$5,000,000, FROM
 9 THE PORTION OF THE PROCEEDS IN THE ACCOUNT ALLOCATED TO THOROUGHBRED
 10 PURSES UNDER SUBSECTION (C)(1) OF THIS SECTION, TO THE STATE LOTTERY
 11 FUND ESTABLISHED UNDER § 9-120 OF THIS ~~ARTICLE~~ TITLE UNTIL ANY BONDS,
 12 DEBT, OR OTHER FINANCIAL INSTRUMENTS ISSUED OR MADE AVAILABLE BY THE
 13 MARYLAND STADIUM AUTHORITY FOR A RACING FACILITY UNDER TITLE 10,
 14 SUBTITLE 6 OF THE ECONOMIC DEVELOPMENT ARTICLE ~~ARE PAID IN FULL~~ REACH
 15 FINAL MATURITY; AND

16 ~~(iii)~~ (iv) on a properly approved transmittal prepared by the State
 17 Racing Commission, issue a warrant to pay out money from the Account in the manner
 18 provided under this section.

19 (4) The Account is a special, nonlapsing fund that is not subject to § 7-302
 20 of the State Finance and Procurement Article.

21 (5) [Expenditures] **EXCEPT AS PROVIDED IN PARAGRAPH (3)(II) AND**
 22 **(iii) OF THIS SUBSECTION, EXPENDITURES** from the Account shall only be made on a
 23 properly approved transmittal prepared by the State Racing Commission as provided under
 24 subsection (c) of this section.

25 (c) Subject to subsections (d) and (e) of this section, the State Racing Commission
 26 shall allocate funds in the Account as follows:

27 (1) 80% to the thoroughbred industry; and

28 (2) 20% to the standardbred industry.

29 (d) The amount of funds allocated to thoroughbred purses and the Maryland-bred
 30 Race Fund shall be allocated as follows:

31 (1) 89% to thoroughbred purses at the Pimlico Race Course, Laurel Park,
 32 the racecourse in Allegany County, and the racecourse at Timonium; and

33 (2) 11% to the Maryland-bred Race Fund.

34 9-1A-29.

1 (a) There is a Racetrack Facility Renewal Account under the authority of the
2 State Racing Commission.

3 (b) (1) The Account shall receive money as required under § 9-1A-27 of this
4 subtitle for the first 16 years of operations at each video lottery facility.

5 (2) Money in the Account shall be invested and reinvested by the Treasurer
6 and interest and earnings shall accrue to the Account.

7 (3) The Comptroller shall:

8 (i) account for the Account; and

9 (ii) on a properly approved transmittal prepared by the State Racing
10 Commission, issue a warrant to pay out money from the Account in the manner provided
11 under this section.

12 (4) The Account is a special, nonlapsing fund that is not subject to § 7-302
13 of the State Finance and Procurement Article.

14 (5) Expenditures from the Account shall only be made on a properly
15 approved transmittal prepared by the State Racing Commission as provided under
16 subsection (c) of this section.

17 (6) (i) Subject to subparagraph (ii) of this paragraph, the State Racing
18 Commission may use the services of a certified public accountant to review an eligible
19 request for a grant under this section.

20 (ii) The holder of a license to hold a race meeting in the State that
21 has requested a grant under this section shall reimburse the State Racing Commission for
22 any expenditures for services under subparagraph (i) of this paragraph.

23 (c) **[Funds] EXCEPT AS PROVIDED IN SUBSECTION (D)(1) OF THIS SECTION,**
24 **FUNDS** from the Account shall be used to provide a grant to the holder of a license to hold
25 a race meeting in the State for racetrack facility capital construction and improvements.

26 (d) **(1)** The amount of funds made available from the Racetrack Facility
27 Renewal Account shall be allocated as follows:

28 ~~(1)~~ **(1) 1. FOR FISCAL YEAR 2021, 80% TO BE DEPOSITED IN THE**
29 **RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND ESTABLISHED UNDER §**
30 **10-657.3 OF THE ECONOMIC DEVELOPMENT ARTICLE; AND**

1 **2. FOR FISCAL YEAR 2022 AND THEREAFTER,** 80% to [the
2 Pimlico Race Course, Laurel Park, and the racecourse at Timonium] **THE STATE**
3 **LOTTERY FUND ESTABLISHED UNDER § 9-120 OF THIS ~~ARTICLE~~ TITLE;** and

4 ~~(2)~~ **(II) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION,** 20% to
5 Rosecroft Raceway and Ocean Downs Race Course **ACCORDING TO A FORMULA**
6 **ESTABLISHED IN REGULATIONS ADOPTED BY THE STATE RACING COMMISSION.**

7 **(2) OF THE AMOUNT AVAILABLE TO ROSECROFT RACEWAY FROM THE**
8 **RACETRACK FACILITY RENEWAL ACCOUNT UNDER PARAGRAPH (1)(II) OF THIS**
9 **SUBSECTION:**

10 **(I) THE UNENCUMBERED FUND BALANCE, INCLUDING**
11 **ACCRUED INTEREST, EXISTING AS OF JUNE 30, 2020, SHALL BE TRANSFERRED TO**
12 **THE RACING AND COMMUNITY DEVELOPMENT FACILITIES FUND ESTABLISHED**
13 **UNDER § 10-646.3 OF THE ECONOMIC DEVELOPMENT ARTICLE; AND**

14 **(II) SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION, FOR**
15 **FISCAL YEAR 2021 AND EACH FISCAL YEAR THEREAFTER, \$200,000 SHALL BE**
16 **TRANSFERRED ANNUALLY TO EMPLOY PRINCE GEORGE'S, INC. FOR WORKFORCE**
17 **DEVELOPMENT AND SMALL, MINORITY, AND WOMEN-OWNED BUSINESS**
18 **DEVELOPMENT.**

19 **(3) (I) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT THE**
20 **FUNDS TRANSFERRED TO EMPLOY PRINCE GEORGE'S, INC. SHALL SUPPLEMENT,**
21 **AND NOT SUPPLANT, FUNDS OTHERWISE AVAILABLE FOR EMPLOY PRINCE**
22 **GEORGE'S, INC.**

23 **(II) IF EMPLOY PRINCE GEORGE'S, INC. IS UNABLE TO EXPEND**
24 **THE FUNDS TRANSFERRED UNDER PARAGRAPH (2)(II) OF THIS SUBSECTION DURING**
25 **THE 12-MONTH PERIOD AFTER WHICH EMPLOY PRINCE GEORGE'S, INC. RECEIVED**
26 **THE FUNDS, EMPLOY PRINCE GEORGE'S, INC. SHALL PARTNER WITH SIMILAR**
27 **ORGANIZATIONS LOCATED WITHIN PRINCE GEORGE'S COUNTY TO EXPEND THE**
28 **BALANCE OF THE FUNDS FROM THAT PERIOD TO ENCOURAGE WORKFORCE**
29 **DEVELOPMENT AND SMALL, MINORITY, AND WOMEN-OWNED BUSINESS**
30 **DEVELOPMENT.**

31 (e) In order to obtain a grant, a holder of a license to hold a race meeting in the
32 State shall:

33 (1) submit a capital construction plan to be implemented within a specified
34 time frame to the State Racing Commission for approval; and

1 (2) [except as provided in subsection (f) of this section,] provide and expend
2 a matching fund.

3 [(f) (1) Of the amount provided from the Racetrack Facility Renewal Account
4 under subsection (d)(1) of this section, the racecourse at Timonium shall be provided the
5 following amounts for racetrack facility capital construction and improvements:

6 (i) for fiscal year 2012, \$1,125,000;

7 (ii) for fiscal year 2013, \$1,250,000;

8 (iii) for fiscal year 2014, \$1,125,000;

9 (iv) for fiscal year 2015, \$1,000,000; and

10 (v) for fiscal year 2016, \$1,000,000.

11 (2) A matching fund is not required for the amount provided for the
12 racecourse at Timonium under paragraph (1) of this subsection.

13 (3) (i) From the amounts provided in paragraph (1) of this subsection,
14 the holder of a racing license to race at the racecourse at Timonium may use up to \$350,000
15 per year to support a minimum of 7 live racing days.

16 (ii) Use of funds authorized under subparagraph (i) of this
17 paragraph must be approved by the Secretary of Labor under terms and a process
18 consistent with the provisions of subsection (j) of this section.

19 (g) Of the amount provided from the Racetrack Facility Renewal Account under
20 subsection (d)(1) of this section, the State Racing Commission may provide direct grant
21 funding for the establishment of a horse racing museum as part of the Pimlico Race Course.

22 (h)] (F) After a grant has been provided under this section, the State Racing
23 Commission shall:

24 (1) in consultation with the Department of General Services, monitor the
25 implementation of the approved capital construction plan; and

26 (2) make provisions for recapture of grant moneys if the capital
27 construction plan is not implemented within the time frame approved by the State Racing
28 Commission.

29 [(i)] (G) Any unencumbered funds remaining in the Racetrack Facility Renewal
30 Account after a video lottery facility has been in operation for 16 years shall be paid to the
31 Education Trust Fund established under § 9-1A-30 of this subtitle.

1 **[(j)] (H)** The State Racing Commission shall adopt regulations to implement the
2 provisions of this subsection, including regulations to:

3 **(1)** address minimum criteria for the types of improvements to be made by
4 the holder of a license; **AND**

5 **(2)** **ESTABLISH A FORMULA TO ALLOCATE FUNDS UNDER SUBSECTION**
6 **(D)(2) OF THIS SECTION BETWEEN ROSECROFT RACEWAY AND OCEAN DOWNS RACE**
7 **COURSE.**

8 **[(k)] (I)** The provisions of this section may not be construed to apply to the
9 racecourse in Allegany County.

10 9–1A–31.

11 (a) (1) Except as provided in paragraph (8) of this subsection, the local impact
12 grants provided under § 9–1A–27 of this subtitle shall be distributed as provided in this
13 subsection.

14 (2) The following amounts shall be distributed to the following
15 jurisdictions:

16 (i) Allegany County – \$200,000;

17 (ii) Cecil County – \$130,000;

18 (iii) Town of Forest Heights – \$120,000;

19 (iv) Town of Perryville – \$70,000; and

20 (v) Worcester County – \$200,000.

21 (3) The remaining funds for local impact grants shall be distributed in the
22 following manner:

23 (i) 82% to the local jurisdictions with video lottery facilities, based
24 on each jurisdiction's percentage of overall gross revenues from video lottery terminals; and

25 (ii) except as provided in paragraph (4) of this subsection, for
26 operations at a video lottery facility starting in fiscal year 2012 and ending in fiscal year
27 2032, 18% to Baltimore City with the Pimlico Community Development Authority acting
28 as the local development council in accordance with subsection (d) of this section, to be
29 distributed primarily for capital projects benefiting economic and community development
30 in the following manner:

1 1. at least 75% in a manner that is consistent with the Park
2 Heights Master Plan; and

3 2. the remainder dedicated to the needs of:

4 A. any census blockgroup that Baltimore City identifies as
5 being located partly or entirely within 1 mile of Pimlico Race Course but not within the
6 boundaries of the Park Heights Master Plan in a manner that is consistent with adopted
7 neighborhood priorities;

8 B. any neighborhood included in the Northwest Community
9 Planning Forum Strategic Neighborhood Action Plan in a manner that is consistent with
10 the adopted Northwest Community Planning Forum Strategic Neighborhood Action Plan
11 priorities; and

12 C. beginning after a video lottery operation license is issued
13 to a video lottery facility in Baltimore City, any neighborhood within an area bounded by
14 Liberty Heights Avenue, Northern Parkway, Druid Park Drive, and Wabash Avenue in a
15 manner that is consistent with adopted neighborhood priorities.

16 (4) (i) Of the amount specified under paragraph (3)(ii) of this
17 subsection:

18 1. \$1,000,000 shall be provided annually to Prince George's
19 County to be used for public safety projects in the community within 5 miles surrounding
20 Rosecroft Raceway; [and]

21 2. \$500,000 shall be provided annually for impact aid to be
22 distributed as provided under § 11-404(d) of the Business Regulation Article to help pay
23 for facilities and services in communities within 3 miles of the Laurel Race Course;

24 3. FOR FISCAL YEARS ~~2021~~ 2022 THROUGH 2032,
25 \$3,500,000 SHALL BE PROVIDED ANNUALLY TO THE STATE LOTTERY FUND
26 ESTABLISHED UNDER § 9-120 OF THIS ~~ARTICLE~~ TITLE; AND

27 4. FOR FISCAL YEARS 2021 THROUGH 2032, THE
28 GREATER OF \$2,400,000 OR 24% OF THE TOTAL AMOUNT DISTRIBUTED FOR THE
29 FISCAL YEAR UNDER PARAGRAPH (3)(II) OF THIS SUBSECTION SHALL BE PROVIDED
30 ANNUALLY TO PARK HEIGHTS RENAISSANCE, INC.

31 (ii) The Legislative Policy Committee shall report its findings and
32 recommendations concerning the advisability of the continuation of the distribution of
33 funds after fiscal year 2032 to the Comptroller and, in accordance with § 2-1257 of this
34 article, the General Assembly, on or before November 1, 2030.

1 (5) Anne Arundel County, Howard County, Prince George's County, and
 2 the City of Laurel shall report to the Legislative Policy Committee, ***IN ACCORDANCE WITH***
 3 ***§ 2-1257 OF THIS ARTICLE***, by December 31 of each year as to the distribution of the
 4 funds provided under this section.

5 (6) Baltimore City shall:

6 (i) except as provided in subsection (b)(3)(i) of this section, establish
 7 a schedule for the distribution and expenditure of funds provided under this section; and

8 (ii) provide a quarterly report to the Legislative Policy Committee,
 9 ***IN ACCORDANCE WITH § 2-1257 OF THIS ARTICLE***, on the distribution of the funds
 10 provided under this section.

11 (7) (i) The distribution under paragraph (3)(i) of this subsection to
 12 Anne Arundel County, Baltimore City, and Prince George's County equals the sum of the
 13 amounts to be distributed to Anne Arundel County, Baltimore City, and Prince George's
 14 County divided by three.

15 (ii) Notwithstanding subparagraph (i) of this paragraph, the amount
 16 distributed to Anne Arundel County and Baltimore City under paragraph (3)(i) of this
 17 subsection may not be less than the amount received in the fiscal year before the video
 18 lottery operation license for a video lottery facility in Prince George's County was issued.

19 (8) Beginning after a video lottery operation license is issued to a video
 20 lottery facility in Baltimore City, 100% of the local impact grants provided under §
 21 9-1A-27 of this subtitle from the proceeds of the video lottery facilities located in Allegany,
 22 Cecil, and Worcester counties shall be distributed to the local jurisdictions in which those
 23 video lottery facilities are located.

24 (b) (3) (I) In Baltimore City **FROM THE LOCAL IMPACT GRANTS**
 25 **PROVIDED UNDER SUBSECTION (A)(3)(I) OF THIS SECTION:**

26 [(i)] 1. beginning in fiscal year 2018, at least 50% [of the local
 27 impact grants provided under subsection (a)(3)(i) of this section] shall be distributed
 28 directly to the South Baltimore Gateway Community Impact District Management
 29 Authority; and

30 2. **BEGINNING IN FISCAL YEAR 2033 AND EACH FISCAL**
 31 **YEAR THEREAFTER, \$3,500,000 SHALL BE PAID ANNUALLY TO THE STATE LOTTERY**
 32 **FUND ESTABLISHED UNDER § 9-120 OF THIS ~~ARTICLE~~ TITLE UNTIL ANY BONDS,**
 33 **DEBT, OR OTHER FINANCIAL INSTRUMENTS ISSUED OR MADE AVAILABLE BY THE**
 34 **MARYLAND STADIUM AUTHORITY FOR A RACING FACILITY UNDER TITLE 10,**
 35 **SUBTITLE 6 OF THE ECONOMIC DEVELOPMENT ARTICLE ~~ARE PAID IN FULL~~ REACH**
 36 **FINAL MATURITY.**

1 (ii) **EXCEPT AS PROVIDED IN SUBPARAGRAPH (I)2 OF THIS**
 2 **PARAGRAPH**, local impact grants provided under subsection (a)(3)(i) of this section shall
 3 be used for improvements in the communities in immediate proximity to the video lottery
 4 facility and may be used for the following purposes:

- 5 1. infrastructure improvements;
- 6 2. facilities;
- 7 3. public safety;
- 8 4. sanitation;
- 9 5. economic and community development, including housing;
- 10 and
- 11 6. other public services and improvements.

12 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 13 as follows:

14 **Article – Tax – General**

15 10–207.

16 (a) To the extent included in federal adjusted gross income, the amounts under
 17 this section are subtracted from the federal adjusted gross income of a resident to determine
 18 Maryland adjusted gross income.

19 **(HH) (1) IN THIS SUBSECTION, “LAUREL PARK SITE” AND “PIMLICO SITE”**
 20 **HAVE THE MEANINGS STATED IN § 10–601 OF THE ECONOMIC DEVELOPMENT**
 21 **ARTICLE.**

22 **(2) THE SUBTRACTION UNDER SUBSECTION (A) OF THIS SECTION**
 23 **INCLUDES:**

24 **(I) THE AMOUNT OF GAIN ~~RECEIVED~~ RECOGNIZED AS A RESULT**
 25 **OF THE DIRECT OR INDIRECT TRANSFER OR CONVEYANCE OF:**

26 **1. ANY PROPERTY LOCATED, OR USED, AT OR WITHIN**
 27 **THE LAUREL PARK SITE OR PIMLICO SITE; AND**

28 **2. ANY PORTION OF THE BOWIE RACE COURSE**
 29 **TRAINING CENTER PROPERTY; AND**

1 **(II) THE AMOUNT OF INCOME ~~REALIZED~~ RECOGNIZED AS A**
 2 **RESULT OF ANY EXPENDITURE OF FUNDS DIRECTLY OR INDIRECTLY BY THE STATE,**
 3 **BALTIMORE CITY, OR ANNE ARUNDEL COUNTY WITH RESPECT TO THE LAUREL**
 4 **PARK SITE OR PIMLICO SITE.**

5 10-307.

6 (a) To the extent included in federal taxable income, the amounts under this
 7 section are subtracted from the federal taxable income of a corporation to determine
 8 Maryland modified income.

9 (g) The subtraction under subsection (a) of this section includes the amounts
 10 allowed to be subtracted for an individual under:

11 (1) § 10-207(i) of this title (Profits on sale or exchange of State or local
 12 bonds);

13 (2) § 10-207(k) of this title (Relocation and assistance payments);

14 (3) § 10-207(m) of this title (State or local income tax refunds); [or]

15 (4) § 10-207(c-1) of this title (State tax-exempt interest from mutual
 16 funds); **OR**

17 **(5) § 10-207(HH) OF THIS TITLE (GAIN ON THE TRANSFER OF**
 18 **PROPERTY WITHIN THE LAUREL PARK SITE OR PIMLICO SITE OR BOWIE RACE**
 19 **COURSE TRAINING CENTER PROPERTY AND INCOME REALIZED AS RESULT OF**
 20 **GOVERNMENTAL EXPENDITURES).**

21 11-236.

22 ~~(A) IN THIS SECTION, "LAUREL PARK SITE" AND "PIMLICO SITE" HAVE THE~~
 23 ~~MEANINGS STATED IN § 10-601 OF THE ECONOMIC DEVELOPMENT ARTICLE.~~

24 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
 25 **INDICATED.**

26 **(2) (1) "CONSTRUCTION MATERIAL" MEANS AN ITEM OF TANGIBLE**
 27 **PERSONAL PROPERTY THAT IS USED TO CONSTRUCT OR RENOVATE A BUILDING, A**
 28 **STRUCTURE, OR AN IMPROVEMENT ON LAND AND THAT TYPICALLY LOSES ITS**
 29 **SEPARATE IDENTITY AS PERSONAL PROPERTY ONCE INCORPORATED INTO THE**
 30 **REAL PROPERTY.**

1 (II) “CONSTRUCTION MATERIAL” INCLUDES BUILDING
 2 MATERIALS, BUILDING SYSTEMS EQUIPMENT, LANDSCAPING MATERIALS, AND
 3 SUPPLIES.

4 (3) “LAUREL PARK RACING FACILITY SITE” HAS THE MEANING
 5 STATED IN § 10-601 OF THE ECONOMIC DEVELOPMENT ARTICLE.

6 (4) “PIMLICO SITE” HAS THE MEANING STATED IN §
 7 10-601 OF THE ECONOMIC DEVELOPMENT ARTICLE.

8 (B) THE SALES AND USE TAX DOES NOT APPLY TO ~~THE PURCHASE OF~~
 9 ~~TANGIBLE PERSONAL PROPERTY TO BE USED~~ A SALE OF CONSTRUCTION MATERIAL,
 10 IF:

11 (1) THE CONSTRUCTION MATERIAL IS PURCHASED BY A PERSON
 12 SOLELY FOR USE IN FURTHERANCE OF THE PROVISIONS OF TITLE 10, SUBTITLE 6
 13 OF THE ECONOMIC DEVELOPMENT ARTICLE FOR THE CONSTRUCTION,
 14 ~~FURNISHING, EQUIPPING,~~ OR REDEVELOPMENT AT THE LAUREL PARK RACING
 15 FACILITY SITE OR PIMLICO SITE;

16 (2) THE SALE IS MADE BEFORE JANUARY 1, 2026; AND

17 (3) THE BUYER PROVIDES THE VENDOR WITH ~~EVIDENCE OF~~
 18 ELIGIBILITY ~~FOR~~ OF THE EXEMPTION ISSUED BY THE COMPTROLLER.

19 (C) THE COMPTROLLER SHALL ADOPT REGULATIONS TO IMPLEMENT THIS
 20 SECTION.

21 SECTION 3. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
 22 as follows:

23 Article – Tax – Property

24 7-246.

25 (A) IN THIS SECTION, “LAUREL PARK RACING FACILITY SITE” AND
 26 “PIMLICO RACING FACILITY SITE” HAVE THE MEANINGS STATED IN § 10-601 OF THE
 27 ECONOMIC DEVELOPMENT ARTICLE.

28 (B) AN INTEREST OF A PERSON IN AN IMPROVEMENT ~~MADE AFTER JUNE 1,~~
 29 ~~2020,~~ AT THE LAUREL PARK RACING FACILITY SITE OR PIMLICO RACING FACILITY
 30 SITE OR AN INTEREST OF A PERSON IN THE REAL PROPERTY OF THE LAUREL PARK
 31 RACING FACILITY SITE OR PIMLICO RACING FACILITY SITE IS NOT SUBJECT TO
 32 PROPERTY TAX FOR THE DURATION OF:

1 **(1) WITH RESPECT TO THE PIMLICO RACING FACILITY SITE, THE**
 2 **LONG-TERM AGREEMENT DESCRIBED UNDER § 10-646.1(D)(2)(I) OF THE ECONOMIC**
 3 **DEVELOPMENT ARTICLE; OR**

4 **(2) WITH RESPECT TO THE LAUREL PARK RACING FACILITY SITE, THE**
 5 **LONG-TERM AGREEMENT DESCRIBED UNDER § 10-646.1(D)(2)(II) OF THE**
 6 **ECONOMIC DEVELOPMENT ARTICLE.**

7 12-108.

8 **(HH) (1) IN THIS SUBSECTION, “LAUREL PARK RACING FACILITY SITE”,**
 9 **“MJC ENTITIES”, “PIMLICO RACING FACILITY SITE”, “PIMLICO SITE”, AND**
 10 **“PROJECT ENTITIES” HAVE THE MEANINGS STATED IN § 10-601 OF THE ECONOMIC**
 11 **DEVELOPMENT ARTICLE.**

12 **(2) AN INSTRUMENT OF WRITING IS NOT SUBJECT TO RECORDATION**
 13 **TAX IF THE INSTRUMENT OF WRITING TRANSFERS OR GRANTS A SECURITY INTEREST**
 14 **IN PROPERTY THAT IS:**

15 **(I) LOCATED AT OR** WITHIN THE LAUREL PARK RACING
 16 FACILITY SITE, PIMLICO RACING FACILITY SITE, OR PIMLICO SITE AND THE
 17 TRANSFER OR GRANT IS BY ANY COMBINATION OF PROJECT ENTITIES, MJC
 18 ENTITIES, BALTIMORE CITY, AN ENTITY DESIGNATED BY BALTIMORE CITY, ANNE
 19 ARUNDEL COUNTY, OR AN ENTITY DESIGNATED BY ANNE ARUNDEL COUNTY; **OR**

20 **(II) THE PROPERTY IDENTIFIED AS THE BOWIE RACE COURSE**
 21 **TRAINING CENTER UNDER § 11-519 OF THE BUSINESS REGULATION ARTICLE THAT**
 22 **IS TRANSFERRED BY THE OWNER OF THE PROPERTY TO A GOVERNMENT ENTITY.**

23 13-207.

24 **(a) An instrument of writing is not subject to transfer tax to the same extent that**
 25 **it is not subject to recordation tax under:**

26 **(24) § 12-108(ff) of this article (Transfer from a certified community**
 27 **development financial institution); [or]**

28 **(25) § 12-108(gg) of this article (Transfer of principal residence surrendered**
 29 **in bankruptcy); OR**

30 **(26) § 12-108(HH) OF THIS ARTICLE (TRANSFER OF REAL PROPERTY**
 31 **WITHIN THE LAUREL PARK RACING FACILITY SITE, PIMLICO RACING FACILITY SITE,**
 32 **~~OR~~ PIMLICO SITE, OR BOWIE RACE COURSE TRAINING CENTER PROPERTY).**

1 13-410.

2 An instrument of writing [that is exempt from recordation tax under § 12-108(cc) of
3 this article (Certain transfers to land trusts)] is not subject to the county transfer tax TO
4 **THE SAME EXTENT THAT IT IS NOT SUBJECT TO THE RECORDATION TAX UNDER:**

5 **(1) § 12-108(CC) OF THIS ARTICLE (CERTAIN TRANSFERS TO LAND**
6 **TRUSTS); OR**

7 **(2) § 12-108(HH) OF THIS ARTICLE (TRANSFER OF REAL PROPERTY**
8 **WITHIN THE LAUREL PARK RACING FACILITY SITE, PIMLICO RACING FACILITY SITE,**
9 **~~OR~~ PIMLICO SITE, OR BOWIE RACE COURSE TRAINING CENTER PROPERTY).**

10 *SECTION 4. AND BE IT FURTHER ENACTED, That any housing facilities for*
11 *track workers located at Pimlico Race Course, Laurel Park, or the Bowie Race Course*
12 *Training Center and used during the transition or construction periods of the development*
13 *of the projects under this Act shall meet the applicable health and housing requirements of*
14 *the applicable local jurisdiction.*

15 SECTION ~~4~~ 5. AND BE IT FURTHER ENACTED, That, except for planning,
16 design, engineering, architectural, professional, demolition, site work, other
17 pre-construction services, or maintenance and repairs, the Maryland Stadium Authority
18 may not expend funds under this Act for construction or reconstruction of racing surfaces,
19 at Pimlico or Laurel Park, until:

20 ~~(4)~~ the State Racing Commission, in conjunction with the Maryland Jockey
21 Club and the Maryland Thoroughbred Horsemen's Association;

22 (1) consults with national experts in thoroughbred racetrack surfaces and
23 equine safety; and

24 (2) provides a report to the Legislative Policy Committee, *in accordance*
25 *with § 2-1257 of the State Government Article*, describing the proposed racetrack surfaces
26 and measures taken to enhance equine safety.

27 SECTION ~~5~~ 6. AND BE IT FURTHER ENACTED, That:

28 (a) On or before August 1, 2020, the Baltimore Development Corporation, the
29 Maryland Jockey Club, and LifeBridge Health shall enter into a memorandum of
30 understanding that contains the following provisions:

31 (1) reasonable collaboration activity among the parties during the early
32 stages of development of the Pimlico site;

33 (2) reasonable notification requirements among the parties to identify
34 material construction schedules related to planned infrastructure and improvements,

1 including timing and types of work contemplated by the ~~parties and~~ *parties*, any potential
 2 interruption to utilities serving the properties, and mutual parking needs;

3 (3) an agreement to cooperate during construction to avoid, as much as
 4 practical, disruption to the business activities and operations of the parties; ~~and~~

5 (4) an agreement to consult with the Pimlico Community Development
 6 Authority and the communities within the boundaries of the Park Heights Master Plan
 7 regarding development and construction on any part of the Pimlico site that is not part of
 8 the racing facility; and

9 ~~(4)~~ (5) any other provisions agreed to by the parties.

10 (b) (1) The Maryland Stadium Authority may not begin construction on the
 11 Pimlico site unless the memorandum of understanding required under subsection (a) of this
 12 section is entered into.

13 (2) The parties required to enter the memorandum of understanding shall
 14 provide the Maryland Stadium Authority with a copy of the memorandum of understanding
 15 that the parties enter into.

16 (c) The memorandum of understanding required under subsection (a) of this
 17 section shall continue until the completion of:

18 (1) construction at the Pimlico site; and

19 (2) development and construction on the LifeBridge Health property
 20 adjacent to the Pimlico site.

21 SECTION ~~6~~ 7. AND BE IT FURTHER ENACTED, That:

22 (a) On or before February 15, 2021, the Maryland Stadium Authority, after
 23 consulting with the State Racing Commission, the owner of Laurel Park, representatives
 24 of the thoroughbred racing industry, and other advisors determined by the Authority, shall
 25 report on the feasibility of creating an Equine Health, Safety, and Research Center at
 26 Laurel Park.

27 (b) The report required under this section shall include:

28 (1) an estimate of the costs of constructing, equipping, and operating the
 29 center;

30 (2) a summary of the activities to be conducted at the center, including
 31 diagnostic tests, data collection, and research;

32 (3) identification of parties capable of and interested in operating the
 33 center or engaging in research activities, including academic research centers;

1 (4) a timeline for the development of the center; and

2 (5) any other information the Authority determines is important.

3 SECTION 8. AND BE IT FURTHER ENACTED, That, in addition to the funds
4 otherwise available for racing and community development project costs under this Act and
5 notwithstanding the limitations under § 10-657.3 of the Economic Development Article, as
6 enacted by Section 1 of this Act, at least \$1,000,000 but not exceeding \$1,500,000 of the funds
7 transferred to the Racing and Community Development Facilities Fund established under §
8 10-657.3 of the Economic Development Article in accordance with § 9-1A-29(d)(2) of the
9 State Government Article, as enacted by Section 1 of this Act, shall be transferred to the City
10 of Bowie for remediation costs of the Bowie Race Course Training Center property, provided
11 that a joint use agreement has been executed between the City of Bowie and Bowie State
12 University in accordance with § 11-519 of the Business Regulation Article, as enacted by
13 Section 1 of this Act.

14 SECTION 9. AND BE IT FURTHER ENACTED, That:

15 (a) In addition to the funds otherwise available for racing and community
16 development project costs under this Act and notwithstanding the limitations under §
17 10-657.3 of the Economic Development Article, as enacted by Section 1 of this Act,
18 \$2,000,000 of the funds transferred to the Racing and Community Development Facilities
19 Fund established under § 10-657.3 of the Economic Development Article in accordance with
20 § 9-1A-29(d)(2) of the State Government Article, as enacted by Section 1 of this Act, may be
21 used only to reimburse the racing licensees' costs attributable to maintaining ongoing
22 year-round racing operations, ensuring the continued running of the Preakness Stakes at
23 the Pimlico site during construction, and expenses related to the Bowie Race Course Training
24 Center before the conveyance of the property in accordance with § 11-519 of the Business
25 Regulation Article, as enacted by Section 1 of this Act.

26 (b) The Maryland Stadium Authority shall cooperate with the racing licensee to
27 identify the costs described under subsection (a) of this section and establish an approval
28 process before any reimbursement is provided in accordance with subsection (a) of this
29 section.

30 SECTION 10. AND BE IT FURTHER ENACTED, That, in addition to the funds
31 otherwise available for racing and community development project costs under this Act,
32 notwithstanding the limitations under § 10-657.3 of the Economic Development Article and
33 except as provided in Sections 8 and 9 of this Act, the balance of the funds transferred to the
34 Racing and Community Development Facilities Fund established under § 10-657.3 of the
35 Economic Development Article in accordance with § 9-1A-29(d)(2) of the State Government
36 Article, as enacted by Section 1 of this Act, may be expended only by the Maryland Stadium
37 Authority:

38 (1) after the Maryland Stadium Authority provides the Senate Budget and
39 Taxation Committee, the House Appropriations Committee, and the House Committee on

1 Ways and Means at least 90 days to review the feasibility study required under Section 7 of
 2 this Act; and

3 (2) for the costs of planning, design, construction, and equipping of the
 4 Equine Health, Safety, and Research Center at Laurel Park.

5 SECTION ~~7~~ 11. AND BE IT FURTHER ENACTED, ~~That,~~ That:

6 (a) Subject to subsection (b) of this section and notwithstanding any other
 7 provision of law, on or before June 30, 2020, the unencumbered fund balance, including
 8 accrued interest, existing as of ~~May 31, 2020~~ June 30, 2020, that is allocated to
 9 thoroughbred tracks under the Racetrack Facility Renewal Account shall be transferred to
 10 the Racing and Community Development ~~Facilities~~ Fund established under ~~§ 10-657.2~~ §
 11 10-657.3 of the Economic Development Article, as enacted by Section 1 of this Act.

12 (b) (1) On or before June 15, 2020, the State Racing Commission shall notify
 13 the Comptroller of the amount of anticipated requests for reimbursement under the
 14 Racetrack Facility Renewal Account under § 9-1A-29 of the State Government Article, ~~as~~
 15 ~~those provisions existed and were applicable before the effective date of this Act.~~

16 (2) Before making a request for reimbursement from the Racetrack Facility
 17 Renewal Account, a licensee that previously filed a master plan under § 9-1A-09(b) of the
 18 State Government Article shall update the licensee's master plan in accordance with the
 19 provisions of § 9-1A-09(b)(2)(ii) of the State Government Article, as enacted by Section 1 of
 20 this Act.

21 ~~(2)~~ (3) The Comptroller shall encumber the amount identified under
 22 paragraph (1) of this subsection.

23 ~~(3)~~ (4) On or before December 31, 2020, the State Racing Commission shall
 24 approve or deny the requests for reimbursement ~~that meet the requirements of the~~
 25 ~~Racetrack Facility Renewal Account as those requirements existed and were applicable~~
 26 ~~before the effective date of this Act~~ from mile thoroughbred licensees.

27 ~~(4)~~ (5) Any funds not disbursed for eligible requests from mile thoroughbred
 28 licensees as of December 31, 2020, shall be transferred to the Racing and Community
 29 Development Facilities Fund established under § 10-657.3 of the Economic Development
 30 Article, as enacted by Section 1 of this Act.

31 SECTION 12. AND BE IT FURTHER ENACTED, That it is the intent of the General
 32 Assembly that, after the completion of the construction at the Pimlico site by the Maryland
 33 Stadium Authority, the construction of improvements on any part of the Pimlico site that is
 34 not part of the racing facility site shall, to the extent possible and permitted by federal and
 35 State law, comply with:

1 (1) (i) the minority business participation goal established for a unit by
 2 the Special Secretary for the Office of Small, Minority, and Women Business Affairs under
 3 § 14-302(a) of the State Finance and Procurement Article; and

4 (ii) any other corresponding provisions of law under Title 14, Subtitle
 5 3 of the State Finance and Procurement Article; or

6 (2) requirements under Article 5, Subtitle 28 of the Baltimore City Code
 7 regarding participation of minority and women’s business enterprises and small local
 8 business enterprises.

9 SECTION ~~9~~ 13. AND BE IT FURTHER ENACTED, That:

10 (a) Section 2 of this Act applies to all taxable years beginning after December 31,
 11 2019.

12 (b) Section 3 of this Act applies to all taxable years beginning after June 30, 2020.

13 SECTION ~~9~~ 14. AND BE IT FURTHER ENACTED, That this Act shall take
 14 effect June 1, 2020.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.

Attachment D

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

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

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

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS code is in the graduated status if the term "Graduated" follows the code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

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

8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**

- ✓ **Regular Dealer** (generally identified as a wholesaler or supplier in the MDOT Directory): Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions.

Example for illustrative purposes of applying the 60% rule

Overall contract value: \$2,000,000

Total value of supplies: \$100,000

Calculate Percentage of Supplies to overall contract value:

\$100,000 divided by \$2,000,000 = 5%

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

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

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

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

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

10. CAUTION: The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in Part 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in Part 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in Part 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected

for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

Total MBE Participation (include all categories):	_____	%
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PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and the Schedule in Part 3 with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to the RFP for Architectural/Engineering Services for the Redevelopment of the Pimlico Racing and Laurel Park Racing Facilities, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 33% and all of the following subgoals:

6% percent for African American-owned MBE firms

2% percent for Hispanic American-owned MBE firms

9% percent for Women-owned MBE firms

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

OR

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

Additional MBE Documentation

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

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

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

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

Prime Contractor	Project Description	Project/Contract Number
	A/E Svcs Redevelopment of Pimlico Racking and Laurel Park Racing Facilities	

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

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

**To complete Affidavit committing to MBE(s) or requesting waiver,
bidder/offeror must sign below**

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

I. Definitions

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

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

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

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

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

II. Types of Actions Agency will Consider

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

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

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

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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

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

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

(a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

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

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment 2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

- (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 1-C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

- (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 1-C, Part3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A

MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

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

Signature of Minority Firm's MBE Representative **Title** **Date**

MDOT Certification # _____ Telephone # _____

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.
To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date _____

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

**PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
MBE FIRMS**

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
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	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 1-B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

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

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that a MBE quote was rejected because the bidder/offeror is using a Non- MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

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

Please check if Additional Sheets are attached.

MBE Attachment D- 2
OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

1. Bidder/Offeror identified subcontracting opportunities in these specific workcategories:

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

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

4. Please Check One:

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

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**MBE Attachment D-3A
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS FORM WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name – Second Tier) committing to participation by the MBE firm _____ (Name of MBE firm - Second or Third Tier as applicable; if second tier subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) with MDOT Certification Number _____ which will receive at least \$ _____ or ____% (Total Contract Amount/Percentage) for performing the following products/services for the Contract:

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

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

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

I solemnly affirm under the penalties of perjury that the information provided in this form is true to the best of my knowledge, information and belief.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER): Leave Blank if not applicable
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

**MBE Attachment D-3B
MBE PRIME - PROJECT
PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

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

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

Attachment E

ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157
Expires: 11/30/2017

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 29 hours (25 hours for part 1 and 4 hours for Part 2) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0157, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PURPOSE

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

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

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

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

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

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

Firm: Defined in FAR 36.102.

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

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

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

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

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

Section B. Architect-Engineer Point of Contact.

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

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section G. Key Personnel Participation in Example Projects.

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

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

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

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

Section H. Additional Information.

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

Section I. Authorized Representative.

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

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

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

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

Part II - General Qualifications

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

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

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

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

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. Ownership.

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

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

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

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

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

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

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

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

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

List of Disciplines (Function Codes)

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

List of Experience Categories (Profile Codes)

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

List of Experience Categories (Profile Codes)

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

List of Experience Categories (Profile Codes)

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

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

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

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

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

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

19. RELEVANT PROJECTS

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

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

23. PROJECT OWNER'S INFORMATION

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

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

Attachment F

Attachment G



ARCHITECT AGREEMENT
FOR
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
[PROJECT]
BETWEEN
MARYLAND STADIUM AUTHORITY
&
TBD

MSA CONTRACT No. _____

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AGREEMENT

made as of the _____ day of _____ in the year of 2019.

BETWEEN the Owner:

Maryland Stadium Authority
The Warehouse at Camden Yards
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

and the Architect:

for the following project:

[PROJECT] which is described in more detail in the Project Program attached hereto as **Exhibit 1** (the "Project").

The Construction Manager (the "CM") is:

The Client is:

INTRODUCTORY STATEMENT

- A. The Owner was established by the State of Maryland, pursuant to Section 13-701 et seq. of the Maryland Stadium Authority Act (Chapter 283 of the Acts of the General Assembly of 1986, now codified, as amended, as §§ 10-601 *et seq.* of the Economic Development Article of the Annotated Code of Maryland (the "Stadium Act"), as amended.
- B. The Owner will approve a Schedule (the "Construction Schedule") established by the CM for the Project which shows that design and construction will be completed on or before the date set forth in the Project Master Schedule attached as Exhibit 3 hereto (the "Scheduled Completion Date").
- C. The Owner has established a budget for the design and construction of the Project (the "Budget"), a copy of which is attached as Exhibit 4 hereto.
- D. The Owner desires to engage the Architect to render professional services with respect to the entire Project, subject to the terms of this Agreement.
- E. The Architect desires to be retained by the Owner to perform the architectural services required herein for the Owner.

NOW, THEREFORE, in consideration of the foregoing Introductory Statement, which is deemed a material and substantive part of this Agreement, and in further consideration of the promises and agreements hereinafter set forth, the Owner and the Architect agree as follows:

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1 ENGAGEMENT AND RELATIONSHIP

1.1 ENGAGEMENT: Upon, subject to, and in accordance with the terms, conditions, and provisions of this Agreement, the Owner engages the Architect with respect to the furnishing of those professional services set forth in this Agreement, and the Architect accepts such engagement.

1.2 RELATIONSHIP: The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement and shall furnish its professional skill and judgment consistent with the standards of the profession and cooperate with the Owner, the Client, the CM, and the Owner's other consultants and contractors in furthering the interests of the Owner throughout the duration of this Agreement. For clarity, Architect's status is that of a design professional, not fiduciary. The Architect shall furnish efficient business administration and management services as required herein and shall use its professional efforts to perform its services in an expeditious and economical manner consistent with the interests of the Owner. The Architect shall be an agent of the Owner to the extent, and only to the extent, required to properly perform its obligations under this Agreement. The Architect shall not represent or hold itself out to have any authority to act on behalf of or bind the Owner other than as specifically provided herein.

1.3 THE CLIENT: The agreement entered into between the Owner and Client (the "Client Agreement") provides that the Client will actively participate in the design and construction process, which shall be a cooperative, mutual endeavor in which the Owner and Client will work together. The Architect shall recommend appropriate channels of communications with the Owner that will facilitate a continuous and meaningful interface between the Owner, the Client, the Architect and the CM with respect to the planning and design of the Project. The Architect shall use all reasonable best efforts to perform its services under this Agreement in a manner so as not to disrupt the Owner's relationship with the Client; provided that the Owner shall have responsibility for establishing coordination procedures which will adequately involve the Client in the decision making process.

1.4 THE ARCHITECT: It is the intent of the Owner and the Architect that this Agreement be construed in a manner that requires the Architect to provide all necessary and customary architectural and engineering services for the Project, including, without limitation, the specific services set forth in Articles 1, 2 and 3 of this Agreement and those services that are reasonably inferable from the terms, provisions and conditions thereof. The Architect understands that all services under this Agreement shall conform to the Contracting Strategy attached hereto as Exhibit 2 (which the Owner may modify at the Owner's sole discretion).

1.5 STANDARD OF CARE: All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill usually

exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to the Project and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Project is located.

The approval of any material produced by the Architect, in connection with the Project by the Owner in no way relieves the Architect of its responsibility for the accuracy and completeness of such Documents, nor compliance with required Standards, Codes, Ordinances or other applicable regulations, nor compliance with the Agreement and applicable law.

1.6 ARCHITECT'S EMPLOYEES AND CONSULTANTS: The Architect's services shall consist of those services performed by the Architect, the Architect's employees and the Architect's consultants. The Architect shall be responsible for the provision of all Services whether provided by the Architect or its consultants, agents, representatives or employee or others on behalf of the Architect. Any consultant employed by the Architect is subject to the approval of Owner, which shall not be unreasonably withheld.

1.7 CONSTRUCTION MANAGER: The Architect's services shall be provided in conjunction with the services of a CM.

Prior to the Construction Phase of the Project, the CM's services, duties, and responsibilities will be as described in the Preconstruction Contract for Construction Management Services between the Owner and the CM (the "CM Preconstruction Agreement") attached hereto as **Exhibit 11**. The Owner shall deliver a copy of the CM Preconstruction Agreement to the Architect once completed.

Unless the Owner modifies the Contracting Strategy attached hereto as **Exhibit 2** (which the Owner may modify at the Owner's sole discretion), the Owner shall select a construction manager to act as a "construction manager at risk" for the Construction Phase of the Project. The Owner may choose to retain the pre-construction CM or choose another construction manager as the CM for the Construction Phase. If another construction manager is selected for the Construction Phase, the Owner shall notify the Architect and the new CM shall thereafter be, for all purposes under this Agreement, the CM during and after the Construction Phase. Upon selection of the CM for the Construction Phase, the Owner shall negotiate and enter into a construction management agreement with the CM (the "CM Construction Agreement"). The Owner shall deliver a copy of the CM Construction Agreement to the Architect once completed.

Prior to the Construction Phase of the Project, the term "CM Agreement" shall mean and refer to the "CM Preconstruction Agreement." During and after the Construction Phase of the Project, the term "CM Agreement" shall mean and refer to the "CM Construction Agreement."

The CM Agreement shall not be modified in a manner which materially affects any of the responsibilities of the Architect without making appropriate adjustments to this Agreement.

1.8 DESIGN SCHEDULE: The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Architect's services. The Architect and Owner hereby agree to the design schedule, attached as **Exhibit 3** hereto,

[PROJECT]

which will be incorporated and made a part of the Project Master Schedule. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by Owner and Architect.

1.9 OWNER'S CONSULTANTS: The Owner reserves the right to retain additional architects, consultants, engineers, contractors, or others for similar or dissimilar services. It is understood between the parties that, under conditions where the Owner deems it beneficial to the Project, the Architect may be working in coordination and cooperation with other consultants who will be employed independently by the Owner and totally responsible to the Owner for their work and the performance of their respective agreements with the Owner. The Owner shall inform the Architect of the specific relationship with other consultants, if any. All coordination fees associated therewith shall be included as part of Basic Services hereunder unless they arise after the date of this Agreement.

1.10 BUILDING CODES AND LAWS: Subject to Section 1.5, all of the Architect's services shall comply with all applicable building codes, statutes, ordinances, laws, rules and regulations, including but not limited to the IBC/BOCA, Americans with Disabilities Act ("ADA"), Elevator/Escalator, Health, and NFPA/Life Safety codes, Mechanical, and Energy Conservation Codes, National Electrical Code, International Energy Conservation Code and ASHRAE standards. The Architect shall develop its specifications and drawings in strict adherence to meet or exceed these requirements and regulations impacting on the project. The Architect shall coordinate approval of all plans with the Fire Marshal, Elevator, and Health Code Officials. Early submissions of design documents or early review meeting(s) shall be implemented as required to maintain the Project Schedule.

1.11 BUILDING SYSTEMS REQUIREMENTS: The Architect shall incorporate the requirements of ANSI/ASHRAE 111-1988 or the most current approved version, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air Conditioning, and Refrigeration Systems, into the construction specifications. The Architect shall address in the construction specifications the requirements of the contractor to provide detailed and comprehensive operations and maintenance manuals for all equipment and systems in an organized format.

1.12 DEFECTS: Any defective designs or specifications furnished by the Architect will be promptly, upon notice or discovery, corrected by the Architect at no cost to the Owner, and the Architect will promptly reimburse the Owner for all damages, if any, to the extent caused by such defective designs or specifications. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder.

1.13 COPIES: As a part of Basic Services, the Architect shall furnish the Owner with physical copies (in such quantities as are reasonably requested by the Owner) and electronic copies of the documents prepared pursuant to Article 2 at the end of each design phase. The Architect shall also provide all additional copies required by any agency performing permit, code

compliance or other reviews as necessary to facilitate the work of the reviewing agency pursuant to Section 1.10.

1.14 COMMUNITY RELATIONS: As part of the Basic Services, upon the Owner's request at any time during the duration of this Agreement the Architect shall assist and support the Owner in preparing presentations of, and attending meetings with respect to, the intended design and status of the Project. Meetings and presentations will be with and to various organizations, including, but not limited to, governmental agencies, legislative bodies, community and civic associations, special interest groups and any other groups deemed necessary by the Owner. The Architect shall assist the Owner to work out methods for ameliorating community concerns and shall contribute articles to any newsletters to be published by the Owner and distributed to civic associations and key public officials.

1.15 MEETINGS: The Owner, Client, CM and Architect shall, unless waived by the Owner, conduct design meetings and other meetings scheduled by the Owner on at least a bi-weekly (once every two weeks) basis or as mutually agreed upon as a part of Basic Services. The Architect shall provide at such meetings and at other intervals mutually agreeable to the Owner, Client, CM and Architect appropriate drawings, schedules and other documents which depict the current status of design for the Owner's and Client's review and the CM's information.

1.15.1 The Owner, Client, CM and Architect shall, unless waived by the Owner, conduct other meetings to review the current construction estimate, engage in value engineering discussions and/or to discuss other project related matters as scheduled by the Owner as a part of Basic Services. The Architect shall provide at such meetings documents which may be required to facilitate discussions such as drawings, schedules, etc.

1.15.2 The Architect shall keep minutes of all meetings for the Owner's approval and shall distribute the minutes to the Owner, Client, CM and other attendees.

1.16 SUBMISSIONS FOR OWNER'S APPROVAL: As part of the Basic Services, upon completion of each design phase, the Architect shall submit drawings, specifications and other documents to the Owner, the Client, and the CM for the Owner's approval, the Client's review and comment, and the CM's information.

1.17 GOVERNMENTAL APPROVALS: As part of the Basic Services, the Architect shall assist the Owner and CM in connection with the Owner's responsibility for submitting and/or filing documents required for the review and/or approval of governmental authorities having jurisdiction over the Project.

1.18 DUTIES: Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

1.19 COMMUNICATIONS: Communications by and with the Architect's consultants shall be through the Architect unless direct communication between the Owner and any of Architect's consultants is deemed necessary by Owner to expedite the Project. The Architect shall be

advised of the substance of the direct communication between the Owner and any of the Architect's consultants.

1.20 PERFORMANCE SPECIFICATIONS: The Architect shall not provide for the design of any aspects of the Project by any contractors in the contract documents (performance specifications) without the prior written approval of the Owner. The Owner's approval shall not relieve the Architect of any of its responsibilities under this Agreement.

1.21 PROPRIETARY SPECIFICATIONS: The Architect agrees to specify at least three capable manufacturers that can meet each specification item as a part of Basic Services. If it is a benefit to the Project to use less than three capable manufacturers, then the Architect must request approval in writing from the Owner.

1.22 TEST EVALUATION: The Architect shall identify and provide to the Owner and CM a written list of all necessary and appropriate testing requirements identified in the specifications. The Architect shall review and take appropriate action with regard to the results of all tests as a part of Basic Services.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 BASIC SERVICES GENERALLY

2.1.1 Scope: The Architect's Basic Services consist of those services described in this Article 2, Exhibits 5 and 6 (RFP and Proposals) and any other services specifically identified as Basic Services in Article 1 or elsewhere in this Agreement and shall include, without limitation, land surveys, geo-technical, structural, mechanical, civil, electrical and other engineering services necessary or appropriate for the Project. Subject to Section 1.5, the Architect shall provide all necessary services in order to provide a complete design that meets the design criteria and the intended program of the Project.

2.1.1.1 The Architect shall collect all required information from the Client, local jurisdictions, and utilities owners and operators.

2.1.1.2 Available existing land surveys, building plans, utility plans, and site maps will be given to the Architect. No assurances, however, are given that these records are complete or accurate. The Architect is responsible for verifying the accuracy of any information provided.

2.1.1.3 The Architect is responsible for investigating and accurately defining existing conditions and the impact of these conditions on the design. The Architect is required to examine existing drawings and confirm their accuracy, order electrical load tests, and any other means necessary to ensure accuracy for the design. Existing drawings, whether "as built" or construction drawings should only be used as a guide and for reference and under no circumstances be construed as accurate. All conditions shall be field verified by the Architect during the design development of the project. All outages anticipated during any investigative work must be coordinated with the Client in order to determine the best windows of opportunity for the outage. Once the window has been established, a minimum of ten (10) days advance notice is required prior to all outages.

2.1.1.4 The Architect shall prepare land survey(s) that documents all existing conditions of the site and confirms all information provided by the Owner or the Client. The extent of the information and work required by the survey shall include, but not be limited to, all existing topography, utilities, hazmat, roads and improvements, significant vegetation and natural features, existing utilities, boundaries, easements, and any legal restrictions that are applicable. The survey shall establish the benchmark(s) to be used for the Project. The Architect shall provide a final survey of the property at the completion of the Project.

2.1.2 Interior Design: The Architect shall provide interior design and other similar services required for or in connection with the selection of furnishings and related equipment, as part of Basic Services. These services shall include, but not be limited to, the interior design and coordination for the building; selection and/or coordination of interior paint colors, finishes, and materials; design of wall, floor, and window treatments; architectural signage and graphics. The

Architect shall also provide for the inclusion of all furniture, fixtures, and equipment shown in plan and elevation as necessary to demonstrate that all programmed functions can be accommodated. The Architect shall provide design coordination services for any equipment requiring special environmental conditions and/or building system conditions and connections as well as public space furniture.

Identification of methods of installation and connection with building utility services, and provision of necessary clearances for convenient, safe use, and maintenance of equipment shall be included in the interior design documents. These documents shall be fully coordinated with mechanical, electrical, structural, plumbing (i.e., building systems), and all other pertinent construction documents. The Owner will provide a final list of equipment and furniture requirements during the design development phase. These requirements will be presented in two categories: a) Fixed Equipment—equipment that will be included in the construction contract; and b) Movable Equipment—new equipment that will be purchased and installed via separate contracts, or existing equipment which will be reused.

2.1.3 Constructability and Maintenance: The Architect shall also keep in mind the constructability of the design and the maintenance of the facility for the Client. The Architect shall be cautious as not to specify materials that will require replacement from unique (sole) sources that will be difficult or costly for the Client's long term use of the facility. Deviations will require written approval from the Owner and Client. The Construction Manager will advise on constructability issues as a part of its review of the documents.

2.1.4 Green Building Standards: In designing the Project, the Architect shall also keep in mind that the Project must meet or, to the extent feasible, exceed the Green Building Standards (as defined below) in effect during the Design Phase of the Project. The "Green Building Standards" shall mean the State of Maryland's and the Client's required standards regarding energy savings, resource conservation, storm water management, environmental site design, renewable energy, and any other sustainability strategies to achieve budgetary and life-cycle cost savings and/or health benefits for building occupants. If there is a conflict between the Green Building Standards of the State of Maryland and the Client, the Architect shall notify the Owner of such conflict and the Owner shall determine which Green Building Standard to apply.

2.1.5 Construction Cost: The Architect shall exert its professional efforts to work with the CM to keep the Construction Cost (as defined in Article 6) for the Project within the fixed limit for the Construction Cost set forth in Exhibit 7 (the "Construction Cost Limit"). If the Construction Cost of the design, as developed, exceeds the established Construction Cost Limit for the Project, the Architect shall work with the Owner, the Client, and the CM to modify the Construction Cost of the design to be within the Construction Cost Limit. Such modifications of the design shall generally be done at no additional cost to the Owner; provided, however, that the Architect may negotiate with the Owner for reimbursement of a substantial cost impact in design fees arising from a major change that either occurred after 50% construction documents were completed or resulted from the Architect's reliance on inaccurate cost projections by the CM.

2.2 BUILDING INFORMATION MODELING: Building Information Modeling (“BIM”) shall be used on this project as a means of preparing construction documents. All lead design teams and sub-consultants shall collaborate on the same BIM model to produce drawings and other components as required.

2.3 SCHEMATIC DESIGN PHASE

2.3.1 Site Use and Improvements: The Architect shall review with the Owner and CM proposed site use and improvements; selection of building materials, systems, and equipment; and methods of Project delivery.

2.3.2 Alternative Approaches: The Architect shall review with the Owner, the Client and CM alternative approaches to design and construction of the Project, and shall provide the Owner with at least three (3) conceptual drawings of alternative approaches.

2.3.3 Documents: Based on the mutually verified and agreed upon conceptual design and the Project Master Schedule and Construction Cost requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the scale and relationship of Project components.

2.3.4 Studies: At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the Owner, CM and Architect, the Architect shall provide schematic design studies for the Owner's and Client's review and the CM's information.

2.3.5 Existing Conditions: The Architect shall review by visual observation all existing conditions and facilities and any as-built documentation provided by the Owner. The Architect shall advise the Owner in writing: (a) if the Architect believes that the existing conditions or facilities do not conform to the as-built documentation ; or (b) if the Architect believes that further testing or inspections should be conducted by the Owner.

2.3.6 Construction Estimate: In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost (as defined in Article 6 hereof) which are to be provided by the CM under the CM Agreement.

2.3.7 Modification of Design: If, following completion of the Schematic Design Phase, the total Construction Cost is projected to exceed the established Construction Cost Limit, the Architect shall modify the design (which may include the modification of the level of quality, the design and or the Project Scope to fit within the established Construction Cost Limit) and/or establish alternates at no additional cost to the Owner.

2.4 DESIGN DEVELOPMENT PHASE

2.4.1 Authorization to Proceed: The Architect shall begin the Design Development stage upon receipt of Owner's written authorization to implement the documents presented in the Schematic Design Phase.

2.4.2 Cost Analyses: The Architect shall assist the Owner and CM in the development and preparation of detailed analyses of the long-term cost effectiveness of alternative design choices for the systems described in the Schematic Design Documents. The selection of any particular system shall not be considered as firm until the full interrelationship of all systems is fully approved in writing and accepted by the Owner.

2.4.3 Documents: The Architect shall prepare from the approved Schematic Design, the Design Development Documents consisting of design criteria, drawings, specifications and other documents to establish and describe the size and character of the entire Project and as to architectural, structural, civil, mechanical and electrical systems, materials, landscaping and such other essentials as may be appropriate and submit those documents for approval by the Owner. The Architect shall provide written verification that all design comments from the Schematic Document phase were incorporated in the Design Development Documents. Any comments not included will need to be identified in writing with a reason as why they were not incorporated. MEP systems shall be well defined, identified and requirements provided.

2.5 CONSTRUCTION DOCUMENTS PHASE

2.5.1 Authorization to Proceed: Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the Budget, the Architect, utilizing data and estimates prepared by the CM, shall prepare for approval by the Owner Construction Documents consisting of drawings, specifications and alternates setting forth in detail the requirements for the construction of the Project. The Architect shall provide that the documents between the design disciplines have been coordinated amongst themselves, including but not limited to details, specifications, etc.

2.5.2 GMP Documents: Upon completion of the **XX%** Construction Documents Phase, the Architect shall provide **XX%** Construction Documents for the Owner's approval and the CM's information. The Architect shall provide written verification that all design comments from the previous design phases were incorporated in the documents. The Architect shall provide to the Owner, in writing, a list of all comments not included together with the reasons why they were not incorporated.

2.5.3 Bidding Documents: The Construction Documents shall be produced as one (1) complete design package. The Architect shall assist the Owner and CM in the preparation of the necessary bidding information, bidding forms, the conditions of the contracts, the form for the CM Construction Agreement, and the forms for the agreements with trade contractors in accordance with the Contracting Strategy specified in **Exhibit 2**. The Architect shall include the Owner's Project Manual/General Conditions as a part of the Bidding Documents. The Architect shall assist

the CM in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect, with the assistance of the CM, shall respond to questions from bidders, and shall issue addenda as appropriate. As a part of the Construction Documents there shall be a separate schedule created from the specifications listing all attic stock requirements, and any documents that are to be submitted to the Architect as a part of the construction process.

2.6 BIDDING OR NEGOTIATION PHASE

2.6.1 Bidding: The Architect, following the Owner's approval of the Construction Documents and of the CM's latest estimate of Construction Cost, shall assist the CM in obtaining bids or negotiated proposals.

2.6.2 Modification of Design: If the total of the bids exceed the established Construction Cost Limit as set forth in **Exhibit 4** hereto, the Architect shall modify the design so it is within the established Construction Cost Limit at no additional cost to the Owner or as stipulated in Section 2.1.5. The Architect acknowledges that the Project may not proceed into the Construction Phase unless and until the Construction Cost of the Project is within the established Construction Cost Limit. The Architect must also recognize the Project Master Schedule and the end date of the Project and work expeditiously to solve any problems, for the end date cannot change and compression of the Project Master Schedule will most likely have significant financial impacts upon the Construction Cost for the Project.

2.7 CONSTRUCTION PHASE

2.7.1 Commencement/Completion: The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the first award of a Contract for construction and subject to Article 12.7 ends upon the issuance by the Owner to the Architect of the final Project payment and the Architect's submission of the Record Documents.

2.7.2 Cooperation: The Architect shall provide administration of the Contract for construction in cooperation with the CM as set forth in the CM Agreement.

2.7.3 Site Representation: The Architect shall be a representative of and shall advise and consult with the Owner as a Basic Service during the Construction Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.7.4 Permit Coordination: The Architect shall endeavor to identify all necessary or desirable permits and licenses applicable to the Project and advise the Owner and CM as to the method of obtaining the same and assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various trade contractors.

2.7.5 Site Visits: The Architect shall visit the site at least bi-weekly (once every two weeks) or as agreed by the Owner and Architect to become familiar with the progress and quality of the contractors' work completed and to determine if the contractors' work is being performed in a

manner indicating that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the contractors' work, and shall endeavor to guard the Owner against defects and deficiencies in the work that may be observed while on the field visits agreed upon in the contract.

2.7.6 Partnering: As a part of the Architect's visits, time will be available to meet with the Owner, the Client and CM to work out any Project issues. The primary purpose of this meeting is to insure a cohesive and cooperative working relationship between parties. Meetings may be cancelled from time to time by the Owner.

2.7.7 Construction Means and Methods: The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the contractors' work. Unless otherwise provided in this Agreement, the Architect shall not be responsible for the contractors' schedules or failure to carry out the contractors' work in accordance with the contract documents. Unless otherwise provided in this Agreement, the Architect shall not be responsible for the performance by the CM of the services required by the CM Agreement. Unless otherwise provided in this Agreement, the Architect shall not have control over or charge of acts or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the work.

2.7.8 Access: The Architect shall at all times have access to the contractors' work wherever it is in preparation or progress.

2.7.9 Contractor Payment Review: After review and approval by the CM and based on the Architect's observations at the site of the contractors' work and evaluations of each contractor's application for payment, the Architect shall review and certify the amounts due the respective contractors within two (2) business days after receipt of contractor's application for payment. The Architect shall forward the contractor's payment application for payment to the Owner for approval of payment.

2.7.9.1 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subsection 2.7.5, on the approval and recommendations of the CM and on the data comprising the contractor's application for payment, that, to the best of the Architect's knowledge, information and belief, the contractor's work has progressed to the point indicated and the quality of the contractor's work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the contractor's work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified.

2.7.9.2 The issuance of a certificate for payment shall not be a representation that the Architect has: (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work; (b) reviewed construction means, methods, techniques, sequences or procedures; (c) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the contractor's right to payment; or (d) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum.

2.7.10 Nonconformance of the Work: The Architect shall advise Owner, together with notification to the CM, to reject any contractors' work which the Architect has determined does not conform to the contract documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the contract documents, the Architect will have the responsibility and authority, upon written authorization from the Owner, to require additional inspection or testing of the contractors' work in accordance with the provisions of the contract documents, whether or not such contractors' work is fabricated, installed, or completed; provided, however, the Architect must obtain the Owner's prior written approval of any such special inspection or testing.

2.7.11 Submittals: The Architect shall review and approve or take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with the requirements of the contract documents. The Architect's action shall be taken within ten (10) business days so as to cause no delay in the contractors' work or in construction by the Owner's own forces. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractors, all of which remain the responsibility of the contractors to the extent required by the contract documents. All submittals to be transmitted electronically through Architect's website per Architect's standard submittal procedures. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents. The Architect shall not modify a submittal such that it would cause a change to the Contract without issuing the proper documentation such as a Construction Change Directive. First and second submittal review is within Basic Scope of Services, but third and beyond reviews are an additional service per Article 3 provided the need for multiple reviews is not caused by the Architect or any of the Architect's consultants.

The Architect shall prepare the initial schedule of all submittals required by the Contract Documents.

2.7.12 Requests for Information (RFI's): The Architect shall respond to RFI's pre-screened and sent in by the CM requesting clarification to the Contract Documents. The Architect shall take no

longer than an average of two business days to return an answer to the RFI. If the RFI response causes a change to the Contract Documents, the Architect shall immediately issue a Construction Change Directive, after Owner's approval. The Architect shall endeavor to provide complete and concise responses.

2.7.13 Changes: The Architect shall review and sign or take other appropriate action on change orders and construction change directives approved and prepared by the CM. The Architect shall provide drawings, specifications and other documentation and supporting data, evaluating contractors' proposals for changes in the scope of work and shall provide services in connection with evaluating substitutions proposed by contractors and making subsequent revisions to drawings, specifications and other documentation resulting therefrom. The Architect may make recommendations to the Owner to make changes in the contractors' work.

2.7.14 Supplemental Instructions: The Architect shall issue, through the CM, architectural supplemental instructions, field instructions, sketches, etc. to clarify any questions raised by any contractors.

2.7.15 Contractor Performance: The Architect shall interpret and make recommendations concerning performance of the contractors under the requirements of the contract documents on written request of the Owner. The Architect's response to such requests shall be made within ten (10) business days.

2.7.16 Interpretations: Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings or sketches.

2.7.17 Architect Recommendations: The Architect's recommendations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the contract documents and accepted by the Owner.

2.7.18 Contractor Claims: At the Owner's request, the Architect shall render written recommendations within ten (10) business days on all claims, disputes or other matters in question between the Owner and contractors relating to the execution or progress of the contractor's work as provided in the contract documents.

2.7.19 Owner's Consultants: The Architect shall provide coordination services in connection with the work of separate consultants retained by the Owner.

2.7.20 Substantial Completion: The Architect, assisted by the CM, shall conduct one (1) inspection to determine the date or dates of substantial completion and the date of final completion of each contractor's work. With respect to each contractor's work that has been determined to be substantially complete, the Architect, CM, and Owner shall sign off on a certificate of substantial completion (the "Certificate of Substantial Completion") in the form attached as part of **Exhibit 8**.

2.7.21 Punch List: Upon completion of an initial punchlist, the Architect shall prepare the punch list in a spreadsheet format compatible with that of the CM. The punch list items shall be a part of the Certificate of Substantial Completion.

2.7.22 Project Close-Out: As part of Project close-out, the Architect shall forward to the Owner warranties and similar submittals required by the contract documents which have been received from the CM and/or any of the contractors, including the final payment application. With respect to each contractor's work that has been determined to be complete and meriting final payment, the Architect, CM, and Owner shall sign-off on a final certificate of completion ("Final Completion Certificate") in the form attached as part of **Exhibit 8**.

2.7.23 Record Documents: The Architect shall review the Contractor's as-built documents provided by the contractors to check whether they included all Change Orders, Field Instructions, etc on these documents. The Architect shall transfer the Contractor mark ups to the original contract documents. The Architect shall provide the Owner with one (1) set of reproducible record documents (posted with all changes, and supplemental instructions), drawings, specifications, BIM model(s) and computer-aided design/drafting (CADD) system disks showing all significant changes to the drawings during the Construction Phase. Three (3) electronic copies shall be provided.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL: Subject to Section 2.1.1, the services described in this Article 3 are not included in Basic Services and shall be paid for by the Owner, as provided in this Agreement, in addition to the compensation for Basic Services. The services described under this Article 3 shall only be provided if authorized or confirmed in writing by the Owner.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES: If more extensive representation at the site than is described in Subsection 2.7.3 and 2.7.5 is required, the Architect shall provide one or more Project Representatives, with the reasonable approval of the Owner, to assist in carrying out such additional on-site responsibilities.

3.2.1 Project Representatives: Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the contractors' work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement. The Project Representatives shall also work to solve problems that arise and keep the best interest of the Project in mind.

3.2.2 Full-time On-site Representation: If the Owner deems it necessary, in the best interest of the Project, the Owner shall direct the Architect to provide, as an Additional Service, a full-time on-site representative. A full-time on-site representative, if provided, shall further expedite the review of shop drawings and shall resolve field issues and problems of the CM and keep the best interest of the Project in mind. This person should have both design and construction experience. Owner shall provide working space, telephone, fax, Internet access & photocopying at no cost to the Architect.

3.3 CONTINGENT ADDITIONAL SERVICES: The services described below, if approved in writing by the Owner, shall be contingent additional services.

3.3.1 Major Revisions: Making major revisions in drawings, specifications or other documents when such revisions are:

3.3.1.1 Inconsistent with written approvals or instructions previously given by the Owner;

3.3.1.2 Required by the enactment of new codes, laws or regulations subsequent to the preparation of such documents; or

3.3.1.3 Due to changes required as a result of the Owner's failure to render decisions within a time period reasonably specified by the Architect.

3.3.2 Significant Changes: Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, or the Owner's or CM's schedule, or the method of bidding or negotiating and contracting for construction, provided that the changes are not required as result of the Project being over the Construction Cost Limit, or as a result of the Architect not providing complete and accurate documents. Any modifications as a result of the Project being over Budget shall not constitute an additional service unless as stipulated in Section 2.1.5.

3.3.3 Damage: Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

3.3.4 Defects or Default: Providing services made necessary by the termination or default of the CM or a contractor, or by major defects or deficiencies in the work of a contractor.

3.3.5 Claims: Providing services in evaluating an extensive number of claims submitted by a CM or others in connection with the work subject to the limitations set forth in Section 3.3.7(a) below.

3.3.6 Legal Proceedings: Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.7 Architect's Failure to Perform: Notwithstanding anything to the contrary in this Agreement: (a) Owner shall not be responsible to pay and the Architect shall not be entitled to receive compensation for any Contingent Additional Services if such services were required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement; and (b) the services described in this Section 3.3 shall be deemed Additional Services only if the Architect can demonstrate to Owner that a direct and material increase in the Architect's costs has been incurred and caused by the Owner, the Owner's consultants, the CM or any of the contractors or subcontractors.

ARTICLE 4 **PERSONNEL**

4.1 PROJECT STAFFING: Except as hereinafter provided, the Architect shall staff the Project and render its services hereunder in strict accordance with the project staffing plan (the "Staffing Plan") attached hereto as **Exhibit 9**. The Architect shall not deviate from the Staffing Plan or increase or decrease its staff without first obtaining the prior written consent of the Owner in each instance, except that minor changes in staff which do not involve Key People (as defined in **Section 4.2** below), may be made without the prior written consent of the Owner so long as there is no increase in cost to the Owner as a result of such change. Each request for a staff change shall be accompanied by a resume and qualification package with respect to the proposed new staff member. If an increase in staff by Architect is required as a result of Architect's negligence or failure to properly perform its services hereunder, then the services of such staff shall be provided by Architect without cost and with no increase in Architect's Fee (hereinafter defined). Architect shall be responsible for all damages and other liabilities (including any which arise under the Client Agreement) to the extent caused by Architect's failure to properly staff the Project in accordance with the Staffing Plan. If an increase in the staff is required due to circumstances beyond the control of the Architect and the Architect has obtained the Owner's prior written approval for such additional staff, the Architect shall be compensated for such staff in accordance with **Article 12**).

4.2 KEY PEOPLE: Architect agrees that it shall assign Key Person(s) to this Project (the "Key People") as set forth in the Staffing Plan attached as **Exhibit 9** or as otherwise approved by the Owner; and that the Key People shall devote their time as necessary to the Project as may be appropriate to and consistent with full and timely performance of this Agreement by the Architect. Key People are principals and employees of the Architect that the Owner desires to be and remain assigned to the Project. The Architect agrees that the Key People shall not be removed from their responsibilities on this Project without the prior written consent of Owner, except in the event of death, disability or departure from the employment of Architect. All computations and other work performed by the employees of the Architect shall be adequately supervised by one or more of the Key People.

4.2.1 Replacements: If any of the Key People becomes unavailable to perform services in connection with the Project under this Agreement, the Architect shall provide the Owner with resumes and rates of compensation of possible replacements and the Owner shall have the opportunity to interview any such replacement candidates. The Architect shall not appoint any replacement without the prior written approval of the Owner, but shall promptly appoint the replacement approved by the Owner in writing.

4.2.2 Re-Assignment: The Architect shall not transfer or re-assign any of the Key People to other matters undertaken by the Architect without the prior written consent of the Owner. The Owner shall have the right to require that the Architect re-assign any of the Key People or any of the Architect's other personnel at the reasonable discretion of the Owner.

4.2.3 Removal: If the Owner determines that any of the Key People are not performing the job satisfactorily, the Owner shall have the right to direct that such individual(s) be replaced. The Architect shall provide the Owner with resumes and rates of compensation of possible replacements and the Owner shall have the opportunity to interview any such replacement candidates. The Architect shall not appoint any replacement without the prior written approval of the Owner, but shall promptly appoint the replacement approved by the Owner in writing.

4.2.4 Consultants' Key People: The Architect shall include a provision in all agreements with its consultants requiring each consultant to obtain the prior written approval of the Owner before the consultant assigns its Key People to the Project, and to include provisions relating to staffing substantially the same as those set forth in this Article 4.

ARTICLE 5

OWNER'S RESPONSIBILITIES

5.1 CONSULTATION WITH THE ARCHITECT: The Owner shall consult with the Architect regarding requirements for the Project, including the Owner's contemplated objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

5.2 BUDGET UPDATE: The Owner shall establish and update the Budget based on consultation with the CM, the Architect and the Client, which shall include the Construction Cost, the Construction Cost Limit, the Owner's other costs, and reasonable contingencies related to all of these costs.

5.3 OWNER'S REPRESENTATIVE: The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's Representative is as detailed on the list attached hereto as **Exhibit 10**.

5.4 CONSTRUCTION MANAGER: The Owner shall retain a CM to administer the Project. The CM's services, duties and responsibilities will be as described in the CM Agreement attached hereto as **Exhibit 11**. The CM Agreement shall be furnished to the Architect and shall not be modified in a manner which materially affects any of the responsibilities of the Architect without making appropriate adjustments in this Agreement. The Architect shall not be responsible for actions taken by the CM. The CM will prepare a Construction Schedule for the Project, subject to the approval of the Owner, that will show that construction of the Project will be completed on or before the Scheduled Completion Date. The Design Schedule and the Construction Schedule will be incorporated into and made part of the Project Master Schedule.

5.5 LEGAL DESCRIPTIONS: Pursuant to **Section 2.1.1.2**, the Owner shall furnish all available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site, if available. The surveys and legal information may include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, flood plains, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

5.6 ADDITIONAL OWNER CONSULTANTS: The Owner shall furnish the services of additional consultants when such services are reasonably required by the scope of the Project as mutually determined by the Architect and the Owner, provided that Owner shall retain such consultants only if such consultants are not retained by Architect.

5.7 TESTS AND INSPECTIONS: The Owner shall furnish all necessary geotechnical/soil, structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the contract documents.

5.8 LEGAL AND ACCOUNTING SERVICES: The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify any contractor's application for payment or to ascertain how or for what purposes the contractor has used the money paid by or on behalf of the Owner.

5.9 CERTIFICATES: To the extent the form of certificates or certifications have not been agreed to prior to the execution of this Agreement and attached hereto by way of Exhibit, proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least five (5) business days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

5.10 APPROVALS: The Owner shall furnish the required information and services and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Architect's services and work of the contractors.

5.11 COMMUNICATION: The Owner shall furnish the Architect copies of material written communications with the CM and contractors. The Owner may elect to have the CM communicate directly with the Architect.

5.11 BUILDER'S RISK INSURANCE: Owner shall procure, or require the CM to procure, maintain, Builder's Risk Insurance. Owner and Architect mutually waive all rights against each other and each other's respective CM, contractors, subcontractors, and consultants, for losses or damages solely to the extent covered by Builder's Risk Insurance. Owner and Architect shall require similar waivers of their contractual privies of every tier.

ARTICLE 6

CONSTRUCTION COST

6.1 CONSTRUCTION COST: The Construction Cost shall be the total cost or estimated cost associated with actual construction to the Owner of all elements of the Project designed or specified by the Architect. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected, or specially provided for by the Architect, plus a reasonable allowance for the contractors' overhead, profit, and escalation. If the Construction Cost Limit is not yet identified in the Project Budget attached hereto as **Exhibit 4** and/or the Schedule of Construction Costs attached hereto as **Exhibit 7**, then during the Schematic Design Phase, the Owner, with the assistance of the Architect and the CM shall establish a Construction Cost Limit that is equal to or less than the amount of (a) the total Project Budget, less (b) the amounts not included in Construction Cost as described in **Section 6.2** below.

6.2 CONSTRUCTION COST EXCLUSIONS: Construction Cost does not include the compensations of the Architect and Architect's consultants, the CM and the CM's consultants during preconstruction, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in **Article 5**, but that are a part of the Project Budget.

6.3 RESPONSIBILITY FOR CONSTRUCTION COST: The Architect's review of the Project Budget and of preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the CM is solely for the Architect's guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the CM, or warrant or represent that bids of negotiated prices will not vary from the Project Budget or from any estimate of Construction Cost or evaluation reviewed by the Architect.

ARTICLE 7
**OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

7.1 DOCUMENTS: All drawings, specifications, reports, surveys, Computer-Aided Design/Drafting (CADD) System disks/tapes and other documents, including models, photographs and renderings, prepared and/or furnished by the Architect pursuant to this Agreement, shall be the property of the Owner and may not be copyrighted by the Architect or its consultants. In the event that the Owner reuses any of the final working drawings and specifications for the construction of another project by Owner through another licensed professional, the Architect's name shall be removed therefrom and another licensed professional shall assume full responsibility for the reuse of such drawings and specifications. The Architect shall have no liability or responsibility arising from such reuse. Nothing contained herein shall prohibit the Architect from retaining a copy of the above documents. The Architect shall require all of its consultants and/or sub-consultants to give the Owner copyright protection substantially as set forth in this Article 7.

7.2 OWNERSHIP: The data used in compiling, and the results of, any tests, surveys or inspections at the Site, as well as all photographs, drawings, specifications, schedules, data processing output, computations, studies, audits, reports, models and other items of like kind prepared by or with the assistance of the Architect or CM, and its employees and consultants, shall be the property of the Owner.

7.3 RELEASE OF PROJECT INFORMATION; CONFIDENTIALITY: The Architect shall not issue any press releases or engage in any dialogues or interviews with the media or any other persons or entities for the dissemination to the general public without the prior written consent of the Owner. The contents and substance of all discussions and communications, oral or written, between the Owner, the Client and the Architect shall be kept confidential by the Architect and shall not be disclosed by the Architect to any persons or entities unaffiliated with the Project, including, without limitation, governmental authorities and community groups, without the prior written consent of the Owner. The Architect shall obtain a similar agreement from firms, consultants and others employed by it in the form attached as **Exhibit 12**. The Owner reserves the right to release all information as well as to time its release, form, and content. This requirement shall survive the expiration of this Agreement.

7.4 ARCHITECT'S USE IN PROMOTIONAL MATERIALS: The Architect shall have the right, with the prior written consent of the Owner, to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

8.1 EMPLOYMENT LAWS; LICENSING REQUIREMENTS: The Architect shall comply, at its own expense, with the provisions of all laws and regulations applicable to the Architect as an employer of labor or otherwise. The Architect shall further comply, at its own expense, with all laws and regulations, including, but not limited to, licensing requirements, pertaining to its professional status and that of its employees, partners, associates, consultants under subcontracts and others employed to render the services under this Agreement.

8.2 NON-DISCRIMINATION IN EMPLOYMENT: The Architect agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in clause (a), above, in any subconsultant agreement except a subconsultant agreement for standard commercial supplies or raw materials; and (c) to post and to cause subconsultants to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

8.3 MINORITY BUSINESS ENTERPRISES: The Architect shall make all reasonable efforts to comply with the Minority Business Enterprise ("MBE") participation goal pursuant to Title 14, Subtitle 3 of the State Finance and Procurement Article of the Annotated Code of Maryland. The name, address, percentage and dollar value of each State of Maryland Department of Transportation certified MBE that the Architect intends to use on the Project is attached hereto as **Exhibit 13**. The Architect's MBE Affidavit is attached hereto as **Exhibit 13**.

8.4 AMERICANS WITH DISABILITIES ACT: The Project shall be designed in accordance with the Americans with Disabilities Act ("ADA"). If applicable, the Architect shall appoint an ADA task force during the design process. The task force shall meet on a regular basis and provide comments regarding project ADA compliance to the Owner and Client if applicable.

ARTICLE 9

DISPUTE RESOLUTION/ARBITRATION

9.1 DISPUTES: In the event of any dispute or controversy of any nature whatsoever, the Architect shall strictly abide by the Owner's decision for the purpose of the prompt and uninterrupted continuation of the performance of its duties, obligations and services under this Agreement; but the Architect may submit to Owner a written exception to any decision of the Owner within ten (10) days after receipt of such decision stating the basis of its exception and reserving the right to file a claim against the Owner after completion of the Project for additional compensation or damages. The continued performance by the Architect of its duties, obligations and services under this Agreement shall not operate as a waiver of any such claim, nor shall it be prejudicial to the Architect's rights, hereby reserved, to have such exception and claim later adjudicated by a court of competent jurisdiction after completion of the Project.

9.2 CONTINUED PERFORMANCE AND PAYMENT: Pending resolution of any dispute, the Architect shall continue to perform its obligations under this Agreement and the Owner shall continue to make payments of all amounts due the Architect that are not in dispute.

9.3 NO ARBITRATION: No dispute or controversy under this Agreement shall be subject to binding arbitration except to the extent that either (a) the Owner and Architect mutually agree to arbitrate or (b) the Architect is joined as a party in an arbitration proceeding between the Owner and/or the Client and a contractor or the CM.

ARTICLE 10

TERMINATION, POSTPONEMENT OR SUSPENSION

10.1 TERMINATION: At any time during the effectiveness of this Agreement, the Owner shall have the right, with or without cause, upon ten (10) days written notice to the Architect, to terminate this Agreement in whole or in part. In the event of a termination, the Architect shall deliver to the Owner all drawings, specifications, reports and other data, records and materials in the Architect's custody or control pertaining to the Project, and the Owner shall pay to the Architect all amounts due and earned to the time of the termination, in accordance with the provisions of this Agreement. Except as specifically set forth above, such termination shall not give rise to any cause of action or claim against the Owner for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provisions of this Agreement if, in the judgment of the Owner, such termination is made necessary or desirable because of the Architect's failure to fulfill the Architect's obligations under this Agreement or any other fault of the Architect, the Owner may withhold payment of all disputed amounts which otherwise may be payable to the Architect under this Agreement. Such monies may be applied toward any damages or expenses sustained by the Owner as a result of such failure including, without limitation, any reasonable excess costs incurred by the Owner in completing the Project by the use or employment of other licensed professionals or otherwise. Notwithstanding the foregoing, the Architect shall remain liable to the Owner for all such damages and expenses to the extent caused by the fault of the Architect without limitation to any such monies being withheld by the Owner. The failure of the Owner to withhold monies from the Architect shall not be construed as an acknowledgment by the Owner that no such damages or expenses exist and shall not prevent the Owner from thereafter making any claim against the Architect therefor.

10.2 POSTPONEMENT OR SUSPENSION: At any time during the effectiveness of this Agreement, the Owner shall have the right, with or without cause, upon ten (10) days written notice to the Architect, to postpone or suspend all or any part of the Project. In the event of any postponement or suspension, the Owner shall have the right, in its discretion, upon written notice to Architect, to keep this Agreement in effect during the period of such postponement or suspension; provided however, that if the postponement or suspension exceeds a period of ninety (90) days the Architect shall be reimbursed for the actual costs incurred by the Architect as a result of such postponement or suspension. Except as specifically set forth above, such postponement or suspension shall not give rise to any cause of action or claim against the Owner for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provisions of this Agreement if, in the judgment of the Owner, such postponement or suspension is made necessary or desirable because of the Architect's failure to fulfill the Architect's obligations under this Agreement or any other fault of the Architect, the Owner may withhold payment of all disputed amounts which otherwise may be payable to the Architect under this Agreement. Such monies may be applied toward any damages or expenses sustained

by the Owner as a result of such failure including, without limitation, any reasonable excess costs incurred by the Owner in completing the Project by the use or employment of other licensed professionals or otherwise. Notwithstanding the foregoing, the Architect shall remain liable to the Owner for all such damages and expenses to the extent caused by the fault of the Architect without limitation to any such monies being withheld by the Owner. The failure of the Owner to withhold monies from the Architect shall not be construed as an acknowledgment by the Owner that no such damages or expenses exist and shall not prevent the Owner from thereafter making any claim against the Architect therefor.

ARTICLE 11
INSURANCE REQUIREMENTS AND INDEMNIFICATION

11.1 INSURANCE REQUIREMENTS: Per the requirements of the RFP, Architect shall maintain, at its own expense, the following insurance coverages, insuring the Architect, its employees, agents and designees, and the Indemnitees (as hereinafter defined), which insurance shall be placed with insurance companies rated "A-VII" or better by A.M. Best & Company and lawfully authorized to do business in the State of Maryland:

- (a) Architect's Professional Liability Insurance in the amount of \$1 million per \$10 million of Construction Cost (including contractual liability coverage, if available, with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Architect's services in relation to the Project), said coverage to be maintained for a period of five (5) years after the date of final payment or the date of final completion of the Project, whichever is later.
- (b) Comprehensive General Liability Insurance in the amount of Four Million Dollars (\$4,000,000) including coverage for blanket contractual liability, broad form property damage and personal injury, and on-going operations and completed operations.
- (c) Umbrella Liability Insurance in the amount of Five Million Dollars (\$5,000,000) following the underlying Comprehensive General Liability Insurance, Commercial Automobile Liability Insurance and Employers' Liability Insurance.
- (d) Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000) covering bodily injury and property damage.
- (e) Workers Compensation Insurance in the amount required under and in accordance with the State of Maryland's statutory requirements and Employers' Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per accident.

All insurance policies shall provide that they cannot be cancelled, materially changed or non-renewed unless the Owner, Indemnitees and Professional Liability Indemnitees (if available) are given at least thirty (30) days prior written notice. All deductibles on any policy of insurance to be purchased by Architect hereunder shall be borne by the Architect.

11.2 ADDITIONAL INSURED: Architect shall insure specifically the indemnity set forth in Section 11.5.below and shall include the Indemnitees (as defined in Section

11.5.1) as additional insureds by causing amendatory riders or endorsements to be attached to the insurance policies described above in subsections 11.1(b), 11.1(c), and 11.1(d). Neither the Owner nor any of the other Indemnitees shall be an additional insured on the professional liability insurance described above in subsection 11.1(a). The insurance coverage afforded under these policies shall be primary to any insurance (or self-insurance) carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that, as respects the Indemnitees, there shall be severability of interest under said insurance policies for all coverages provided under said insurance policies. The following language shall be specifically included as an endorsement under the Architect's Comprehensive General Liability policy:

"The coverage afforded to the additional insured under this policy shall be primary insurance. The amount of the Company's liability under this policy shall not be reduced by the existence of any other insurance. It is further agreed that the coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured."

11.3 CONSULTANTS INSURANCE: The Architect shall require that its consultants maintain, at their own expense, the insurance coverages set forth in Section 11.1, or other amounts as agreed in writing by the Owner.

11.4 CERTIFICATE: Architect shall submit valid certificates in form and substance satisfactory to Owner evidencing the effectiveness of the foregoing insurance policies along with copies of the amendatory riders to any such policies to Owner for Owner's approval before Architect commences the rendition of any services hereunder.

11.5 INDEMNIFICATION:

11.5.1 The Architect hereby agrees to indemnify, defend and hold harmless the Owner, the Client, the CM, and their respective members, directors, officers, authorized agents, employees and designees (collectively, the "Indemnitees") from and against any and all losses, claims, demands, liabilities, actions, suits, injuries, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees as and when incurred) asserted by any persons (including, but not limited to, any one or more of the Indemnitees) that are caused by or arise from any negligent acts, errors, or omissions of the Architect, its authorized agents, licensees, employees, and contractors occurring in connection with the performance or lack of performance by the Architect of its duties and obligations under or pursuant to this Agreement. The foregoing indemnity shall be limited to the amount of the insurance policies required under subsections 11.1(b), 11.1(c), and 11.1(d), as applicable.

11.5.2 With respect to professional liability for design and construction administration services covered under Architect's professional liability insurance policy, the Architect hereby agrees to indemnify and hold harmless the Owner and the Client and their respective members, directors, officers, authorized agents, employees and designees (collectively the "Professional Liability Indemnitees") from and against all losses, claims,

demands, liabilities, actions, suits, injuries, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by the negligent performance or lack of performance by the Architect, or any of the Architect's consultants, of their duties and obligations under or pursuant to this Agreement.

11.6 TORT CLAIMS ACTS: The Architect agrees, for itself and for its insurers, that neither Architect nor its insurers may raise or use any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against the Owner or the Client, unless requested by the Owner.

ARTICLE 12
PAYMENTS AND BASIS OF COMPENSATION

12.1 PAYMENTS: Subject to the provisions of this Article 12, the Client shall make payments directly to the Architect within thirty (30) days after the Owner's receipt and approval of (a) the Architect's detailed monthly statement, lien waivers or releases (b) a certificate duly executed by Architect covering that portion of the services completed on the Project prior to the date of said certificate; and (c) a notarized updated MBE Summary indicating the participation of MBEs on the Project for architectural services in accordance with the form attached hereto as Exhibit 13.

12.2 INITIAL PAYMENT: There shall be no initial payment made upon execution of this Agreement.

12.3 TOTAL COMPENSATION: The Client shall compensate the Architect for the services provided by the Architect hereunder as follows: (a) for Basic Services, on the basis of the services actually performed as provided in Section 12.4 for the total lump sum fee set forth in the description of Architect's compensation (the Description of Architect's Compensation) attached hereto as Exhibit 14, (b) for Additional Services as provided in Section 12.5 and Exhibit 14.

12.4 BASIC SERVICES: Basic Services shall include all services described in Article 2, and any other services specifically identified in this Agreement as part of Basic Services. The total of all payments to the Architect for Basic Services shall not exceed the stipulated sum stated in the Description of Architect's Compensation attached as Exhibit 14 unless approved in advance by Owner in writing.

12.4.1 Phased Basic Services: Progress payments for Basic Services shall be made as set forth in the following amounts:

Programming & Due Diligence	\$
Schematic Design	\$
Design Development	\$
Construction Documents	\$
Bidding/Negotiating	\$
Construction Administration	\$
<hr/>	
Total Basic Compensation:	\$

12.4.2 Change in Project Scope: In the event of a material change in the scope of the Project or the scope of the Architect's services, the Architect shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the Architect's compensation hereunder.

12.5 ADDITIONAL SERVICES: For Additional Service as described in Article 3, other than (a) Increased Project Representation, as described in Section 3.2; and (b) services of outside consultants, which shall be compensated as set forth in Subsection 12.5.1, compensation shall be computed as the direct personnel expense as set forth in Exhibit 15. Direct personnel expense ("Direct Personnel Expense") shall be defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

12.5.1 Additional Services of Outside Consultants: For Additional Services of outside consultants, compensation shall be computed as the Direct Personnel Expense of the outside consultant as set forth in Exhibit 14.

12.5.2 Increased Project Representation: For Increased Project Representation as described in Section 3.2, compensation shall be as set forth in Exhibit 14.

12.6 REIMBURSABLE EXPENSES

12.6.1 General: For Reimbursable Expenses, as hereinafter described, compensation shall be computed as the actual amount of the reimbursable expenses, subject to the limitations set forth below. Reimbursable Expenses include only those reasonable and actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the items listed in the following subsections. Reimbursable Expenses shall be documented with receipts and shall be highlighted in expense reports if combined with non-reimbursable expenses. Any Reimbursable Expense items (other than travel and living expenses of the Architect and its employees for trips to the Project area and reasonable telephone expenses) requiring expenditures in excess of one thousand dollars (\$1,000.00) per each separate occasion shall require the prior written approval of the Owner (or, when so indicated by Owner, oral approval from Owner's authorized representative, provided that each such oral approval shall be confirmed in writing). The Architect has provided the Owner with a projected schedule of items of reimbursable expense specifically set forth in the Architect's Financial Proposal included in Exhibit 6 attached hereto, which shall not be materially exceeded without the prior written approval of the Owner. These expenses will be reimbursed at cost and without a mark up and shall include:

12.6.1.1 Costs of public stenographic services and transcripts for meetings as required by the Owner;

12.6.1.2 Transportation expenses incurred in connection with the Project if the Architect is required to travel more than fifty (50) miles from the Architect's office at the standard State rate of travel pursuant to Exhibit 15, or at the direct

cost of transportation expense incurred when traveling by common carrier (airfare or rail: coach class only); and

12.6.1.3 Such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the Owner.

12.7 PROJECT COMPLETION: It is the intent of the parties that the Architect shall continue to perform the services required hereunder through the three (3) months after the Scheduled Completion Date as described in **Exhibit 3**. If Basic Services have not been completed within three (3) months after the Architect's signature on the Final Completion Certificate under subsection 2.7.22, through no fault of the Architect, the Architect shall be compensated for its services as an Additional Service under Section 12.5. The Architect shall have no claim against the Owner, its consultants or contractors, or the Client for any loss, cost, expense, claim or liability incurred as a result of the failure to attain project close-out by the Scheduled Completion Date, but shall look to its right to increased compensation as set forth above as its sole remedy for any such failure; all other remedies being hereby expressly waived. The foregoing shall not, however, be deemed to invalidate the indemnification obligations set forth in Section 11.5.

12.8 ARCHITECTS ACCOUNTING RECORDS: Records of Architect's expenses and hours pertaining to the Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the Owner or its authorized representative for inspection and copying during regular business hours during the term of this Agreement and for three (3) years after the date of the final payment under this Agreement.

ARTICLE 13
AUDITS BY OWNER

13.1 ACCESS TO ARCHITECT'S BOOKS AND RECORDS: The Architect agrees that the Owner or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine any directly pertinent books, documents, papers, and records of the Architect involving transactions related to this Agreement.

13.2 ACCESS TO CONSULTANT'S BOOKS AND RECORDS: The Architect further agrees to include in all its consultant agreements hereunder a provision to the effect that the consultants agree that the Owner or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the consultant agreements, have access to and the right to examine any directly pertinent books, documents, papers, and records of such consultants, involving transactions related to the Project.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Maryland.

14.2 SUCCESSORS AND ASSIGNS: The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

14.3 ASSIGNMENTS: The Architect shall not assign, encumber, pledge, sublet or transfer any interest in this Agreement without the written consent of the Owner. The Architect shall notify the Owner immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Architect. Except for an assignment by Owner of any of its rights under this Agreement to the State of Maryland, or any agency or department thereof, or an entity supplying funds for the construction of the Project, the Owner shall not assign, encumber, pledge, sublet or transfer any interest in this Agreement without the written consent of the Architect, which consent shall not be unreasonably withheld or delayed. When requested by an entity supplying funds for the construction of the Project, including any lender, the Architect shall enter into a reasonable and customary "Agreement to Complete".

14.4 REMEDIES CUMULATIVE: The remedies provided in this Agreement shall be in addition to, and not in substitution for, the rights and remedies which would otherwise be vested in either party hereto, under law or at equity, all of which rights and remedies are specifically reserved by each party. The failure to exercise any remedy provided for in this Agreement shall not preclude the resort to any such remedy for future breaches by the other party, nor shall the use of any special remedy hereby provided prevent the subsequent or concurrent resort to any other remedy which by law or equity would be vested in either party for the recovery of damages or otherwise in the event of a breach of any of the provisions of this Agreement to be performed by the other party.

14.5 JURISDICTION AND VENUE: If the Owner is a party to any litigation with respect to the Project (whether as plaintiff, defendant or third party defendant) the Architect consents to being joined in such action and to the jurisdiction of the Court in which the action is instituted (if the Architect is named as a defendant or impleaded as a third party defendant) and to service of process by that court; and the Architect waives any right to contest its joinder in such action on the grounds of improper jurisdiction or venue.

14.6 CONTRACT AFFIDAVIT: Simultaneously with the execution of this Agreement, the Architect shall execute, seal and deliver to the Owner the signed Contract Affidavit attached hereto as **Exhibit 16**.

14.7 EXHIBITS: All exhibits attached hereto are hereby incorporated into this Agreement and are deemed a material part of this Agreement.

14.8 NON-HIRING OF EMPLOYEES: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

14.9 PERSONAL LIABILITY OF PUBLIC OFFICIALS: In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of the Maryland Stadium Authority or any employees or representatives of the Owner, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the Owner.

14.10 POLITICAL CONTRIBUTION DISCLOSURE: The Architect shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html

14.11 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATION: If the General Assembly fails to appropriate funds or if funds are not otherwise made available by the Client for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Owner's rights or the Architect's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Architect and the Owner from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Architect shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement.

[PROJECT]

The Owner shall notify the Architect as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

14.12 RECEIPT OF FUNDS AS CONDITION PRECEDENT: The Architect also acknowledges that the Project will be paid for with funds appropriated by the State to the Client. As of the date of this agreement, the Owner has not received funds from the Client sufficient in amount to pay the Owner's obligations under this Agreement. Therefore, the Architect agrees that the Owner's receipt of funds from the Client is a condition precedent to the Owner's obligations to pay any sums hereunder.

14.13 NOTICES: All notices required or permitted to be given by one party to the other hereunder shall be in writing and shall be sent by certified U.S. Mail or commercial messenger receipt service, or shall be hand-delivered, as set forth in **Exhibit 17**. Either party may change its address for the purpose of receiving notices under this Agreement by written notice to the other party in the manner set forth above.

14.14 GENERAL CONDITIONS: Terms which are not defined in this Agreement shall have the same meaning as those in the General Conditions of the CM Construction Agreement provided to the Architect by Owner.

14.15 INTEGRATED AGREEMENT: This Agreement and the RFP included in **Exhibit 5** (unless modified by this Agreement) represent the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

14.16 NO JOINT VENTURE: Architect acknowledges that Owner is not a partner or joint venturer of Architect and that Architect is not an employee or agent of Owner.

14.17 HAZARDOUS MATERIALS: Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances; provided, however, the Architect shall report to the Owner the presence and location of any hazardous material that an architect of similar skill and expertise should have noticed.

14.18 OWNER APPROVAL: Whenever provision is made herein or in the contract documents for the approval or consent of Owner, or that any matter be to Owner's satisfaction, such approval or consent shall be made by Owner in its sole discretion and determination unless another standard is expressly stated in that specific provision.

14.19 HEADINGS: The headings and captions of the Sections in this Agreement are inserted for identification purposes only, and shall not govern the construction, nor alter,

vary, or change any of the terms, conditions, or provisions of this Agreement or any Sections hereof.

14.20 TIME OF THE ESSENCE: Time is of the essence in the performance of the obligations of the Architect under this Agreement.

This Agreement entered into as of the day and year first written above.

WITNESS:

OWNER:

Maryland Stadium Authority

Michael J. Frenz, Executive Director

WITNESS:

ARCHITECT:

Name, Title

Approved as to form and legal sufficiency this
_____ day of _____, 2019:

Assistant Attorney General

LIST OF EXHIBITS
[PROJECT]

- Exhibit 1.....Project Program
- Exhibit 2.....Contracting Strategy
- Exhibit 3.....Project Schedule
- Exhibit 4.....Budget
- Exhibit 5.....Request for Proposal “RFP”
- Exhibit 6.....Proposals – Technical & Price
- Exhibit 7.....Schedule of Construction Cost
- Exhibit 8.....Certificate of Substantial Completion & Final Completion Certificate
- Exhibit 9.....Staffing Plan
- Exhibit 10.....Owner's Representatives
- Exhibit 11.....Sample Pre-Construction and Construction Management Agreements
- Exhibit 12.....Confidentiality Agreement
- Exhibit 13.....MDOT Certified MBE Utilization & Fair Solicitation Affidavit
- Exhibit 14.....Description of Architect's Compensation
- Exhibit 15.....State Standard of Travel Reimbursement
- Exhibit 16.....Contract Affidavit
- Exhibit 17.....Notices

EXHIBIT 1

PROJECT PROGRAM [PROJECT]

To be determined per Section 3.3 of the RFP.

EXHIBIT 2

CONTRACTING STRATEGY **[PROJECT]**

The Contracting Strategy will be Construction Manager at Risk.

EXHIBIT 3

PROJECT SCHEDULE **[PROJECT]**

See pages XXXX of the Technical Proposal dated XXXXXXXX.

EXHIBIT 4

BUDGET **[PROJECT]**

The Total project budget is: To Be Determined.

EXHIBIT 5

REQUEST FOR PROPOSAL **[PROJECT]**

Refer to attached Maryland Stadium Authority Request for Proposals –Architectural/Engineering Services, dated XXXXX, 2019, together with:

- Addendum No. 1 thereto, dated XXXXX, 2019; and
- Addendum No. 2 thereto, dated XXXXX, 2019.

EXHIBIT 6

PROPOSALS – TECHNICAL & FINANCIAL **[PROJECT]**

Refer to the attached Technical, Financial, and BAFO Proposals dated:

EXHIBIT 7

SCHEDULE OF CONSTRUCTION COST **[PROJECT]**

The Schedule of Construction Cost is: To Be Determined

EXHIBIT 8

MARYLAND STADIUM AUTHORITY
351 W. Camden Street, Suite 300
Baltimore, Maryland 21201

CERTIFICATE OF SUBSTANTIAL COMPLETION
[PROJECT]

CONTRACT NO.: _____ **CONTRACT DATE:** _____

CONTRACT NAME: _____

PROJECT NAME: Department of Legislative Services Building Improvements

DEFINITION: The date of Substantial Completion on the Work or designation portion thereof is the Date certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner and or Client can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

PROJECT OR DESIGNATED PORTION THEREOF, INCLUDED IN THIS CERTIFICATE:

The Work to which this Certificate applies has been reviewed and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is established as _____, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected, prepared by the contractor and amended by the Architect/Engineer and Construction Manager is attached hereto. The failure to include any items on such a list does not alter the responsibilities of the Contractor to complete all work in accordance with the Contract Documents. The list of items shall be completed or corrected by the Contractor within thirty (30) days of the above date of Substantial Completion. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing. The responsibilities of the Owner/Client and Contractor for security, maintenance, heat utilities, damages to the Work and insurance shall be as follows:

OWNER: _____

CONTRACTOR: _____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a Release of Contractors obligations to complete the Work in accordance with the Contract Documents.

ARCHITECT/ENGINEER:

Date: _____

A/E: _____

By: _____

CONSTRUCTION MANAGER:

Date: _____

CM: _____

By: _____

CONTRACTOR agrees to this Certificate of **OWNER** agrees to this Certificate of

Substantial Completion on:

Date: _____

Contr.: _____

By: _____

Substantial Completion on:

Date: _____

Owner: _____

By: _____

EXHIBIT 8 - continued

MARYLAND STADIUM AUTHORITY
351 W. Camden Street, Suite 300
Baltimore, Maryland 21201

FINAL COMPLETION CERTIFICATE
[PROJECT]

CONTRACT NO.: _____ **CONTRACT DATE:** _____

CONTRACT NAME:

PROJECT NAME: Department of Legislative Services Building Improvements

DEFINITION: The date of Final Completion on the Work is the Date certified by the Architect/Engineer when construction is complete, including all close out documents, claims settled and is, in accordance with the Contract Documents. The Owner and or Client took beneficial occupancy of the Work for the use for which it is intended, as expressed in the Contract Documents.

PROJECT OR DESIGNATED PORTION THEREOF, INCLUDED IN THIS CERTIFICATE:

The Work to which this Certificate applies has been reviewed and found to be complete. The date of Completion of the Project or portion thereof designated above (the Contract) is established as of _____ . The Contractor has no claims or liens against the Project or the Owner.

The responsibilities of the Owner/Client and Contractor for security, maintenance, heat utilities, damages to the Work and insurance shall be as follows:

OWNER:

CONTRACTOR:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a Release of Contractors' obligations of the Contract Documents.

ARCHITECT/ENGINEER:
Date: _____

A/E: _____

By: _____

CONSTRUCTION MANAGER:
Date: _____

CM: _____

By: _____

CONTRACTOR agrees to this Certificate of Final Completion on:
Date: _____
Contr.: _____
By: _____

OWNER agrees to this Certificate of Final Completion on:
Date: _____
Owner: _____
By: _____

EXHIBIT 9

STAFFING PLAN **[PROJECT]**

See pages XXXXX of the Technical Proposal dated XXXXX, 2019.

Exhibit 10

OWNER 'S REPRESENTATIVES **[PROJECT]**

1. Executive Director, Michael J. Frenz
2. Senior Vice President, Gary McGuigan
3. Vice President, Al Tyler
4. Project Manager, TBD
5. Fiscal Officer, Dawn Abshire
6. Compliance Officer, Lisa Johnson
7. Project Coordinator, Malaika Damon
8. Principal Counsel, Cynthia Hahn

Exhibit 11

CONSTRUCTION MANAGEMENT AGREEMENT **[PROJECT]**

See attached sample CM Pre-construction & Construction Management Agreements.

Exhibit 12

CONFIDENTIALITY/COPYRIGHT AGREEMENT AND ACKNOWLEDGMENT [PROJECT]

I, _____ as the (title) _____ and duly authorized representative of (company) _____, which is engaged to do work for the project, understand that certain information regarding the project is or may be sensitive to the Owner and that the timing of its release is of considerable importance to the Owner. I further understand and acknowledge that any materials prepared or furnished by (company) _____ in connection of this project shall be the property of the Owner.

THEREFORE, I hereby acknowledge and agree that (company) _____ shall not issue any press releases or engage in any dialogues or interviews with the media or any other persons or entities for the dissemination to the general public without the prior written consent of the Owner. The Owner reserves the right to release all information as well as to time its release, form and content. The contents and substance of all discussions and communications, oral or written, between this company and the Architect, Owner, Construction Manager, and/or any other contractors engaged to perform work on the project shall be kept confidential and shall not be disclosed by this company to any persons or entities unaffiliated with the project, including, without limitation, governmental authorities and community groups, without the prior written consent of the Owner.

I further acknowledge and agree that all drawings, specifications, reports, surveys, CADD System disks/tapes and other documents, including models, photographs and renderings, prepared or furnished by (company) _____ shall be the property of the Owner and may not be copyrighted by (company) _____.

This Agreement shall become a substantive part of (company) _____ contract to perform work on the project and the Owner shall be entitled to enforce all provisions hereunder, and shall be entitled to reasonable damages for any breach hereof. This Agreement shall survive the expiration of this company's contract to do work on the project.

IN WITNESS WHEREOF, this Agreement was executed on the

_____ day of _____, 20____.

Signature

Printed

Exhibit 13

MDOT CERTIFIED MBE & FAIR SOLICITATION AFFIDAVIT **[PROJECT]**

See attached completed Attachment A – MBE participation schedule and solicitation affidavit.

Exhibit 14

DESCRIPTION OF ARCHITECT 'S COMPENSATION **[PROJECT]**

Refer to the attached Financial Proposal included in **Exhibit 6**.

Exhibit 15

STATE STANDARD OF TRAVEL REIMBURSEMENT **[PROJECT]**

Travel reimbursement is included in lump sum fee for all work required in the Request for Proposal “RFP”. Authorized travel beyond what is required for the RFP will be approved, in advance, by the Maryland Stadium Authority.

Exhibit 16

CONTRACT AFFIDAVIT
[PROJECT]

See attached Contract Affidavit.

Exhibit 17

NOTICES [PROJECT]

TO OWNER:

Al Tyler
Maryland Stadium Authority
351 West Camden, Suite 300
Baltimore, MD 21201-8601
Phone: 410-223-4141
Email: at Tyler@mdstad.com

TO CLIENT:

Name
Company
Street
City, State Zip Code
Phone:
Email:

TO ARCHITECT:

Name
Company
Street
City, State Zip Code
Phone:
Email:

TO CONSTRUCTION MANAGER:

Name
Company
Street
City, State Zip Code
Phone:
Email:

Attachment H

Please click on the following Share File link to access an Excel version of the Pricing Form:

<https://mdstad.sharefile.com/d-s8d56f92233a4b0bb>

AE Services - Redevelopment of Pimlico Racing and Laurel Park Racing Facilities

DESCRIPTION OF ITEM & AMOUNT (In Written Words)	AMOUNT (In Numbers)
1.0 Programming & Due Diligence Services (Scope of Work Item 3.3) at:	
Pimlico Racing Facility	
Laurel Park Racing Facility - Inclusive of Facility Condition Assessment	
Phase Specific A/E Reimbursable Allowance	
Sub-total:	
Owner Contingency (equal to 10% of sub-total)	
Section Grand Total:	
2.0 Study Design Phase Services (Scope of Work Item 3.4) at:	
Pimlico Racing Facility	
Laurel Park Racing Facility	
Phase Specific A/E Reimbursable Allowance	
Sub-total:	\$ -
Owner Contingency (equal to 10% of sub-total)	
Section Grand Total:	
3.0 Project Design and Bidding (Scope of Work Item 3.5)	
Percentage range if the total Construction Cost (as defined in Article 6 of the Contract) of the Project is:	
Up to \$300 million	_____ % to _____ %
\$300 million to \$314.999 million	_____ % to _____ %
\$315 million to \$329.999 million	_____ % to _____ %
\$330 million to \$344.999 million	_____ % to _____ %
\$345 million and above	_____ % to _____ %
4.0 Construction Administration (Scope of Work Item 3.5.5)	
Percentage range if the total Construction Cost (as defined in Article 6 of the Contract) of the Project is:	
Up to \$300 million	_____ % to _____ %
\$300 million to \$314.999 million	_____ % to _____ %
\$315 million to \$329.999 million	_____ % to _____ %
\$330 million to \$344.999 million	_____ % to _____ %
\$345 million and above	_____ % to _____ %
5.0 Allowance for Reimbursable Expenses	
Project Design, Bidding, & GMP Negotiation	Included with percentage range in Section 3.0
Construction Administration	Included with percentage range in Section 4.0
<i>Financial proposals to be evaluated on summation of Sections 1, 2 and an analysis of sections 3 & 4 percentages for Design & Bidding and Construction Administration</i>	
	\$ -

Submitted By:

 (Company)

 (Typed Name & Title)

 (Signature)

 (Date)

**REQUEST FOR FINANCIAL PROPOSAL
A/E SERVICES
REDEVELOPMENT OF THE PIMLICO RACING AND LAUREL PARK RACING FACILITIES**

WORK TASK DURATIONS

START	COMPLETE	PIMLICO NUMBER OF MONTHS	LAUREL PARK NUMBER OF MONTHS
Notice To Proceed	to Programming & Due Diligence		
Programming & Due Diligence	to Study Design		
Study Design	to Schematic Design		
Schematic Design	to Design Development		
Design Development	to Construction Documents (50%)		
Construction Documents (50%)	to Construction Documents (70%)		
Construction Documents (70%)	to Construction Documents (95%)		
Construction Documents (95%)	to Construction Documents (100%)		

Attachment I

CONTRACT AFFIDAVIT

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:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a) 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 J

EOI Pimlico & Laurel Submissions

Prime	Sub
Aderassa	A+F
AE7	Architectural Building Surveys (ABS)
BCT Design Group	Clear Span Structures
BIG-BJARKE INGLES GROUP	DK Productions
Callison RTKL	Henry Adams
D'Agostino Izzo Quirk Architects	JMT
Davis Brody Bond	JP2 Architects
Design Collective	P.E.L.A. Design
DP+P	RK&K
Edsa	Timmons Group
Ewing Cole	
Fillat + Architecture	
Gensler	
Grimshaw Architects	
HKS	
IBI	
Kimley Horn	
Perkins Eastman & MEIS Architects	
Populous + Ayers Saint Gross	
R2 Architects + R2 Interiors	
Skidmore Owings & Merrill	
Thornton Tomasetti	
Urban Design Group	
WBCM	

Attachment K

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: _____

CONFIDENTIAL

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.

CONFIDENTIAL

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

CONFIDENTIAL

Attachment L

