



**Maryland Stadium Authority  
Request for Proposals  
Architectural/Engineering Services  
Coppin State University Public Safety Facility**

**Issue Date: December 29, 2021**

**NOTICE**

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

**KEY INFORMATION SUMMARY SHEET**

**MARYLAND STADIUM AUTHORITY**

**Request for Proposals  
Architectural/Engineering Services  
Coppin State University Public Safety Facility**

**RFP Issue Date:** December 29, 2021

**Procurement Officer:** Natasha Speaks  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201  
Phone: 443-202-3885  
E-mail: [nspeaks@mdstad.com](mailto:nspeaks@mdstad.com)

**Procurement Method:** Competitive Sealed Proposals

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

**Pre-Proposal Conference:** January 10, 2022 at 10:30 a.m. (Local Time)  
Web Conference

**Site Visit:**  
January 12, 2022 at 12:00 p.m. (Local Time)  
Coppin State University  
2500 West North Avenue  
Baltimore, MD 21216

**Closing Date and Time  
Technical Proposals:** February 4, 2022 at 1:00 p.m.

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Summary Statement

Coppin State University (“CSU”) has engaged MSA to oversee and manage services related to the potential development of a new public safety facility, as described in this RFP, to be located and constructed on the campus of Coppin State University in Baltimore, Maryland (hereinafter the “Project”).

Through this solicitation, MSA is seeking a highly qualified Architect/Engineer (“A/E”) firm to provide the Preliminary Design services described in Sections 3.3, 3.4, and **Attachment C** of this Request for Proposal (the “RFP”). During this phase of the Project, the A/E will work closely with MSA and other Project Team members in the analysis of the overall viability of the Project.

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the contract with the A/E selected through this solicitation may be modified to include the Project Design and Construction Administration services described in Section 3.5 of the RFP.

#### 1.2 Abbreviations and Definitions

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

- a. A/E - Means the Architect/Engineer Offeror selected pursuant to the requirements and procedures contained in the RFP.
- b. Client – Coppin State University (“CSU”).
- c. COMAR - Code of Maryland Regulations (available at [www.dsd.state.md.us](http://www.dsd.state.md.us)).
- d. Construction Manager (“CM”) – A third party engaged by the MSA to provide pre-construction and construction management services.
- e. Contract - The formal, written agreement entered into between MSA and the selected Offeror responding to the RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments or addenda and all or indicated portions of the selected Offeror’s proposal. A sample contract is attached to this solicitation as **Attachment G**.
- f. Contract Administrator (“CA”) – The MSA representative for this Contract that is primarily responsible for contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this Contract to ensure compliance with terms and conditions, monitoring this

- Contract to ensure compliance with the terms and conditions of the Contract and to assist the consultant in achieving on/budget on/ time target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the A/E.
- g. eMMA - eMaryland Marketplace Advantage (<https://emma.maryland.gov/>).
  - h. Key Personnel - All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP Section 4.3.d.1.c.).
  - i. Local Time - Time in the Eastern Time Zone as observed by the State.
  - j. MBE - Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
  - k. MSA - Maryland Stadium Authority ([www.mdstad.com](http://www.mdstad.com)).
  - l. MSA Business Hours - 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
  - m. MSA Procurement Policies - MSA procurement policies and procedures (available at [www.mdstad.com](http://www.mdstad.com)).
  - n. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
  - o. Offeror - An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
  - p. Procurement Officer (“PO”) - The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
  - q. Project –Coppin State University Public Safety Facility.
  - r. Project Manager (“PM”) – The MSA representative primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact, post-award, who will assign work and to whom invoices will be submitted. MSA may change the PM at any time by written notice to the A/E.
  - s. Project Team – Consists of the A/E, MSA, CSU, MSA’s CM and any other consultant or government agency MSA may engage.
  - t. Proposal - The submission(s) provided by an Offeror in response to this RFP.

“Proposal” includes any financial or Best and Final Offers requested by the Procurement Officer.

- u. Proposal Closing Date– as identified in Section 1.10 of the RFP or as amended via addendum.
- v. Request for Proposals (“RFP”) - This document announcing the Project and soliciting proposals for the execution of the Project.
- w. Selection Committee - The persons responsible for selecting the successful Offeror.
- x. State – The State of Maryland.

### **1.3 Contract Type**

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

### **1.4 Contract Duration**

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

### **1.5 Procurement Officer**

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

Natasha Speaks  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201  
Telephone: 443-202-3885  
Email: [nspeaks@mdstad.com](mailto:nspeaks@mdstad.com)

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

## 1.6 Pre-Proposal Conference and Site Visit

A virtual pre-proposal conference (“Conference”) will be held on **January 10, 2022 at 10:30 a.m, Local Time**. Please click on the link below to for details regarding the Conference and to RSVP to the event.

[https://us02web.zoom.us/meeting/register/tZcsdu-vqToiGtGAcB18pEM\\_KgSpFxHM-PWO](https://us02web.zoom.us/meeting/register/tZcsdu-vqToiGtGAcB18pEM_KgSpFxHM-PWO)

A site visit will will be held on **January 12, 2022 at 12:00 p.m, Local Time**. Please click on the link below to register.

<https://www.eventbrite.com/e/rfp-for-ae-coppin-state-university-public-safety-facility-site-visit-tickets-234899329217>

## 1.7 Contract and Project Manager

The Contract and Project Manager is:

Cedric Lowe  
Maryland Stadium Authority  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201

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

## 1.8 e-Maryland Marketplace Advantage (eMMA)

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

## 1.9 Questions

All questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the following upload link no later than **January 19, 2022 at 1:00 p.m, Local Time**:

<https://mdstad.sharefile.com/r-ria3eb4b1f9bf424d87d8ff39216584b5>

Please include information regarding the name of the firm, representative’s name, and contact information. Based on the availability of time to research and communicate an answer, the Procurement Officer will decide whether an answer can

be given before the proposal closing date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be provided via addendum. Responses to any questions, whether responded to verbally or in writing, are not binding unless issued, in writing, via addendum.

#### **1.10 Technical Proposals - Closing Date and Time**

To be considered, technical Proposals must be uploaded to the following link no later than **February 4, 2022 at 1:00 p.m., Local Time**:

<https://mdstad.sharefile.com/r-r37c867ae910641348c357b16e2978a03>

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

#### **1.11 Oral Presentations**

Short-listed Offerors will be required to attend oral presentations. MSA will make a determination in the near future whether to hold in person or virtual oral presentations. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a contract is awarded as a result of this RFP. Oral Presentations are to be held the week of February 28, 2022. In your technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the Project and understanding of the scope of work.

#### **1.12 Duration of Offer**

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

#### **1.13 Proposal Affidavit**

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

#### **1.14 Contract Affidavit**

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this



Affidavit is included for informational purposes only as **Attachment I** of this RFP. This Affidavit must be provided within five business days after notification of proposed contract award. For purposes of completing Section B of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

### **1.15 Procurement Method**

The Contract resulting from this RFP will be awarded in accordance with the Competitive Sealed Proposals process under Section 3 (C) of MSA’s Procurement Policies. MSA’s Procurement Policies are available for review on MSA’s website ([www.mdstad.com](http://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**

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

### **1.18 Cancellations; Discussions**

MSA reserves the right to cancel this RFP, to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with any or all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of

MSA. This may be followed by submission of Offeror-revised Proposals and best and final offers (hereinafter “BAFO”). MSA also reserves the right, in its sole discretion, to award a contract based upon written proposals received, without prior discussions or negotiations.

### **1.19 False Statement**

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

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

### **1.20 Minority Business Enterprise**

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

- a. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.
- b. Notwithstanding any subgoals established for this RFP, the A/E is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- c. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business

enterprises, or requests a full or partial waiver of the overall goal and subgoals.

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

4. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
  - a.) Outreach Efforts Compliance Statement (**Attachment D-2**);
  - b.) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
  - c.) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
  - d.) Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. **If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award.** If the contract has already been awarded, the award is voidable.
- f. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://marylandmdbe.mdbecert.com>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- g. An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- h. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the

referenced documents will be considered a part of the Proposal for order of precedence purposes (see Sample Contract – **Attachment G**).

- i. The Offeror is advised that liquidated damages will apply in the event the A/E fails to comply in good faith with the requirements of the MBE program and pertinent Contract.
- j. As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

### **1.21 Incurred Expenses; Economy of Preparation**

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

### **1.22 Protests/Disputes**

Any protest or dispute related to this RFP will be subject to Section 10 of MSA's Procurement Policies and Procedures and the relevant provisions of the Contract. MSA's Procurement Policies are available for review on MSA's website at [www.mdstad.com](http://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 and/or proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

### **1.24 Offeror Responsibilities**

The Offeror shall be responsible for all products and services required by this RFP.

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

### **1.25 Patents, Copyrights, and Intellectual Property**

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

### **1.26 Non-Availability of Funding**

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

the contract. The MSA and the Client shall notify the A/E as soon as it has knowledge that funds may not be available for the continuation of the contract for each succeeding fiscal period beyond the first.

### **1.27 Financial Disclosure**

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

### **1.28 Non-Exclusive Use**

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

### **1.29 Sustainability Policies**

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

### **1.30 Payments by Electronic Fund Transfer**

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

### **1.31 Confidentiality**

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

Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third-party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

### **1.32 Loss of Data**

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

### **1.33 Non-Hiring of Employees**

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

### **1.34 Nondiscrimination in Employment**

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

### **1.35 Contingent Fee Prohibition**

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

### **1.36 Political Contribution Disclosure**

The A/E shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives



in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

### **1.37 Verification of Registration and Tax Payment**

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

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

### **1.38 MBE and Prevailing Wage Compliance System**

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

### **1.39 Maryland Law**

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

### **1.40 Acceptance of Terms and Conditions**

By submitting a Proposal, the Offeror accepts all of the terms and conditions set

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

**1.41 Procurement Regulations**

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

**1.42 Multiple Proposals**

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

## **SECTION 2**

### **OFFEROR QUALIFICATIONS**

#### **2.1. Qualifications**

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

- a. Has been in business for at least five (5) years;
- b. Is an architectural/engineering firm that has members registered to practice in the State of Maryland;
- c. Has experience in providing preliminary design services for government/commercial clients;
- d. Has substantial experience with community involvement during the planning and design phases of a project;
- e. Has substantial design experience related to the complex construction of structures located in a university setting and/or urban environment;
- f. Has experience in innovative design methods to meet programmatic goals of building efficiencies, on-time delivery, cost containment, and value engineering strategies; and
- g. Has the ability to meet the insurance coverage requirements outlined herein.

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

## **SECTION 3**

### **PURPOSE AND SCOPE OF WORK**

#### **3.1. Purpose**

MSA is issuing this RFP to contract with a highly qualified A/E firm to provide Preliminary Design services necessary to complete the Project, as described in Section 1.1 of this RFP.

#### **3.2. Scope Overview**

As indicated in Section 1.1, CSU has engaged MSA to oversee and manage services related to the potential development of a new public safety facility on the campus of Coppin State University in Baltimore, Maryland. MSA and CSU anticipate that the Project will be accomplished over three phases: (i) Preliminary Design; (ii) Study Design; and (iii) Project Design and Construction Administration.

#### **3.3. Preliminary Design**

The A/E selected through this procurement will work closely with the Project Team to provide the Preliminary Design necessary to move toward design and ultimately, construction on one of the two proposed sites as described in **Attachment C**. Upon MSA and CSU's selection and approval of a Facility Program, the A/E will continue to work closely with the Project Team on Design services as described in Section 3.4.

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

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

- Preliminary Design (10 to 15% Schematic Design)
- Site Development/Planning
- Infrastructure Analysis
- Environmental Impact Analysis
- Archaeological Impact Analysis
- Geotechnical Analysis/Engineering
- Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)
- Value Engineering
- Quality Assurance
- Assisting MSA with Professional and Technical Service Procurements as requested.

##### **a. Services**

1. The A/E shall work with MSA and the Project Team, as directed, to plan,

schedule and coordinate building access, meetings and interviews with key stakeholders identified by MSA and CSU. The A/E will meet with CSU staff as many times as the parties deem necessary for the A/E to conduct the Preliminary Design. This may include, by way of example and not limitation, individual meetings, walk-throughs of the proposed site(s), etc.

2. The A/E shall conduct a kick-off meeting with the Project Team within seven (7) days of receiving a Notice to Proceed for Preliminary Design services.
3. The A/E shall become familiar with the types of spaces typically included in buildings with similar uses and occupancy.
4. The A/E, in consultation with the Project Team shall:
  - a.) Identify qualitative and quantitative problems;
  - b.) Identify factors that influence the existence or extent of these problems;
  - c.) Identify consequences of these problems;
  - d.) Ascertain space criteria for building purposes;
  - e.) Determine number of square feet per person or purpose for the spaces;
  - f.) Ascertain relationships of spaces for the various purposes (space adjacencies);
  - g.) Determine ratios of net assignable square footage for specific space to gross square footage;
  - h.) Ascertain equipment and utility requirements;
  - i.) Ascertain storage needs;
  - j.) Access requirements, including ADA compliance issues;
  - k.) Determine technical, mechanical, electrical, security or other issues unique to the building's use.
  - l.) Understand CSU's objectives and goals for renovation or construction;
  - m.) Understand CSU's project timetable and limits, criteria and requirements for project budget;
  - n.) Understand other design criteria that may affect architectural programming i.e. accessibility, windows/natural lighting, and public versus private spaces.

- o.) Understand energy use standards.
- 5. The A/E shall provide preliminary reports and updates on the progress of the Preliminary Design as requested by MSA.
- 6. The A/E shall provide a copy of the initial draft of the Program Document and present its findings to the MSA, CSU and other key stakeholders as requested by MSA/CSU.

**b. Deliverables**

- 1. Upon completion of the Preliminary Design, the A/E shall provide a minimum of two (2) hard copies and one electronic copy (in .pdf format) of the Preliminary Design for MSA and CSU.
- 2. The Preliminary Design shall satisfy the requirements of the Baltimore City Police Department and Baltimore City Fire Department Needs Assessments included in **Attachment C**.
- 3. The Preliminary Design shall include a program/project impact analysis and reports including:
  - a.) Operational impact of each potential project site;
  - b.) Strengths, Weaknesses, Opportunities and Threats (SWOT) of each potential project site; and
  - c.) Cost-benefit associated with each potential project site.
- 4. The A/E shall meet with MSA and CSU to discuss the A/E's findings, recommendation, and proposals set forth in the Preliminary Design.

**c. Scheduling**

- 1. The A/E shall prepare and periodically update a master project schedule that tracks and monitors the progress of the Preliminary Design and identifies milestones and critical decision points required by the Project Team including MSA, CSU and the A/E.
- 2. The A/E shall provide scheduling services to produce a high-level project schedule for each project site scenario identified during the Preliminary Design. 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 shall provide cost estimating services to produce a cost estimate for each project site scenario identified during the Preliminary Design.

**3.5. Scope of Work – Project Design & Construction Administration**

If constructed, MSA anticipates that the Project will be designed and built under a guaranteed maximum price via the Construction Manager at Risk method. In which case, the contract with the A/E may be modified to include the Project Design and Construction Administration services described in Article 2 of the Architect Design Contract included as **Attachment G**. MSA will also procure the services of a Construction Manager to provide Preconstruction and Construction Management services. Samples of MSA’s Construction Manager contracts are available upon request.

The scope of work includes, but is not limited to the following:

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

## **SECTION 4**

### **PROPOSAL SUBMISSION AND REQUIREMENTS**

#### **4.1 Solicitation Process**

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

a. Step 1– Submission of Technical Proposals

Offerors will submit a technical Proposal in accordance with Sections 4.2 and 4.3 to demonstrate their experience (including meeting the minimum requirements and ability to execute the Project successfully). Upon receipt of the technical Proposals, proposals will be reviewed and those deemed responsible and reasonably susceptible of being selected for award will be reviewed by the Selection Committee. Offerors must respond to all requirements of the RFP. Offerors that fail to do so will be deemed not reasonably susceptible of being selected for award.

b. Step 2 – Review of Technical Proposals

The Selection Committee will review technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the oral presentation phase of the procurement.

c. Step 3 – Short-list and Oral Presentations

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

d. Step 4 – Short-list and Submission of Financial Proposals

After Oral Presentations, and based on achieved ranking, the Selection Committee will short-list firms to participate in the Financial phase of the procurement. Short-listed firms will be requested to submit a financial Proposal. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

e. Step 5 – Recommendation for Award

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



## **4.2 Instruction for Submission of Proposals–General Requirements**

Offerors shall submit proposals labeled “**Request for Proposals – Architectural/Engineering Services – Coppin State University Public Safety Facility**” and labeled either “**Volume I - Technical Proposal**” or “**Volume II - Financial Proposal**”. All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

The electronic submissions (formatted as .pdf file) shall include the firm’s name in the file name and shall be formatted so each page can be legibly printed in 8 1/2” x 11” format.

## **4.3 Volume I - Technical Proposal**

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

### **a. Transmittal Letter**

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

### **b. Title and Table of Contents**

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

### **c. Executive Summary**

The Offeror shall condense and highlight the contents of the technical Proposal in a separate section titled “Executive Summary”. The summary shall:

1. acknowledge the receipt of any amendments or addenda associated with this RFP;
2. provide the Offeror’s tax identification number;

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

**Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible for award.**

**d. Experience and Qualifications (Tab 1)**

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

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

- Cost Estimator
- Other Key Personnel deemed appropriate

d.) Example Projects: Preliminary Design (Attachment E, SF330, Section F)

i. Facility Program:

- Four (4) projects that illustrate the A/E's qualifications for overseeing/managing the preliminary design effort.

e.) Example Projects: Design & Construction (Attachment E, SF330, Section F)

i. New Construction:

- Four (4) projects for the A/E; two (2) for the civil engineer; two (2) for the structural engineer; one (1) for the mechanical engineer and one (1) one for the electrical engineer.

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

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

**e. Work Plan (Tab 2)**

1. Staffing Plan: Provide a Staffing Plan in the format included in **Attachment F** that shows the minimum percentage of time that each Key Personnel member will dedicate to the Project.
2. Conceptual CPM Schedule: Provide a high-level schedule that includes the preliminary design effort identified in Sections 3.3 and 3.4 that shows the Offeror's proposed sequence of activities and durations required to complete the milestones included in the scope of work outlined in this RFP.
3. Provide a descriptive summary of the Offeror's approach to the items below. Provide this information in the exact order listed and using the headings indicated. This information shall clearly demonstrate what the Offeror has done in the past or what is being proposed for this Project.
  - a.) Preliminary Design: Describe the process by which the Offeror will manage and administer the Preliminary Design services and the subsequent design, scheduling and cost estimating services outlined in Section 3. As part of the narrative, describe the Offeror's approach to working collaboratively with the Project Team to complete the work. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the work.

- b.) 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 the Project Team to help guide the overall program and design of the Project. Highlight any unique skills or abilities that the Offeror can/will provide in the execution of the Project.
- c.) Project Challenges to Proposed Site #1: Identify the three (3) most significant challenges to constructing a new building at the Proposed Site #1, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Proposer's approach to addressing each, including specific experience resolving similar challenges.
- d.) Project Challenges to Proposed Site #2: Identify the three (3) most significant challenges to constructing a new building at the Proposed Site #2, 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.

**f. Economic Benefits Factor**

1. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's financial Proposal.
2. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorable than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
3. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
4. As applicable, for the full duration of the Project, including any renewal period, or until the commitment is satisfied, the Offeror shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefits attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
5. In responding to this section, the following do not generally constitute economic benefits to be derived:

- Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
  - Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
  - Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
6. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
7. Examples of economic benefits to be derived from a Contract may include any of the factors listed below. For each factor identified below, identify the specific benefit and Contractual commitments, and provide a breakdown of expenditures in that category:
- 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;
  - 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;
  - Tax revenues to be generated for Maryland and 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;
  - Subcontract dollars committed to Maryland small businesses and MBE firms; and
  - Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including Contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may

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

**g. Work Samples (Tab 3)**

Provide a sample of the following items. Work Samples shall be from one of the example projects identified in Section 4.3.d.1.d.) and Section 4.3.d.1.e.).

1. Preliminary Design Document
2. Cost Estimate at the following milestones.
  - a.) Schematic Design
  - b.) Design Development with evidence of reconciliation with CM/A/E estimate.
  - c.) Construction Documents with evidence of reconciliation with CM/A/E estimate.

**h. Other Required Submissions (Tab 4)**

Offerors must submit the following items in the technical Proposal:

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

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

#### **4.4 Volume II - 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 Pricing Form is attached hereto as **Attachment H**.

- a. The Pricing Form shall contain all price information in the format specified in **Attachment H**. The Offeror shall complete the Pricing Form only as provided in the financial Proposal Instructions and the Pricing Form itself. Do not amend, alter, or leave blank any items on the Pricing Form or include additional clarifying or contingent language on or attached to the Pricing Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by MSA
- b. The financial proposal submission shall include:
  - 1. Pricing Form; and
  - 2. a current copy of the Offeror's Dun and Bradstreet's Comprehensive Report.

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

## **SECTION 5**

### **EVALUATION CRITERIA AND SELECTION PROCEDURE**

#### **5.1 Evaluation Criteria**

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

#### **5.2 Technical Criteria**

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

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

#### **5.3 Financial Criteria**

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

#### **5.4 Reciprocal Preference**

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

- a. The Maryland resident business is a responsible Offeror;



- b. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- c. The other state gives a preference to its resident businesses through law, policy, or practice; and
- d. The preference does not conflict with a federal law or grant affecting the procurement Contract. “

## **5.5 General Selection Process**

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

## **5.6 Award Determination**

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

## ATTACHMENTS

Attachments can be downloaded via the following link:  
<https://mdstad.sharefile.com/d-sofoc1080f02c43ba8f9d641eff3fcb4d>

- A. ....BID/PROPOSAL AFFIDAVIT**
- B. ....CONFLICT OF INTEREST AFFIDAVIT & DISCLOSURE**
- C. ....PROJECT INFORMATION**
- D. ....MBE INSTRUCTIONS AND FORMS**
- E. .... ARCHITECT/ENGINEER QUALIFICATIONS (SF330)**
- F. .... STAFFING PLAN**
- G. .... SAMPLE CONTRACT**
- H. .... PRICING FORM**
- I. .... CONTRACT AFFIDAVIT**
- J. .... CORPORATE PROFILE**
- K. .... CAPACITY SUMMARY SHEET**

**ATTACHMENT A**

**BID/PROPOSAL AFFIDAVIT**

**Attachment A. Bid/Proposal Affidavit**

**A. AUTHORITY**

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

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

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

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

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

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

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

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

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

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

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

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

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

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

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

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

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

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

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

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

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

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

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

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT:

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

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:



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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

I FURTHER AFFIRM THAT:

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

**M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL**

I FURTHER AFFIRM THAT:

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

**N. I FURTHER AFFIRM THAT:**

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

**O. ACKNOWLEDGEMENT**

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

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

**By:**

\_\_\_\_\_  
*Signature of Authorized Representative and Affiant*

**Printed Name:**

\_\_\_\_\_  
*Printed Name of Authorized Representative and Affiant*

**Title:**

\_\_\_\_\_  
*Title*

**Date:**

\_\_\_\_\_  
*Date*

**ATTACHMENT B**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

**Attachment B. Conflict of Interest Affidavit and Disclosure**

**Reference COMAR 21.05.08.08**

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**ATTACHMENT C**

**PROJECT INFORMATION**

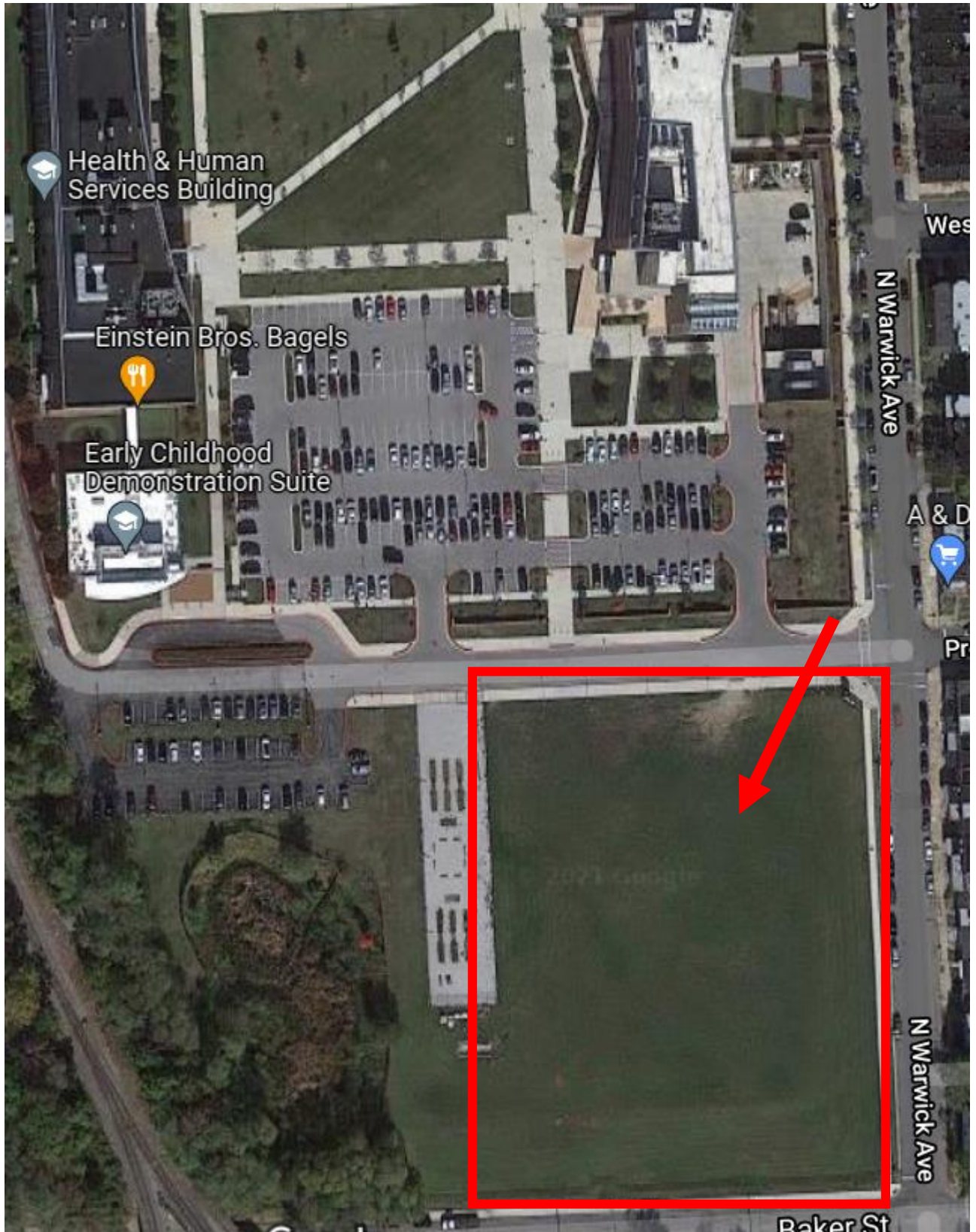
See attached:

**C.1** – Proposed Sites

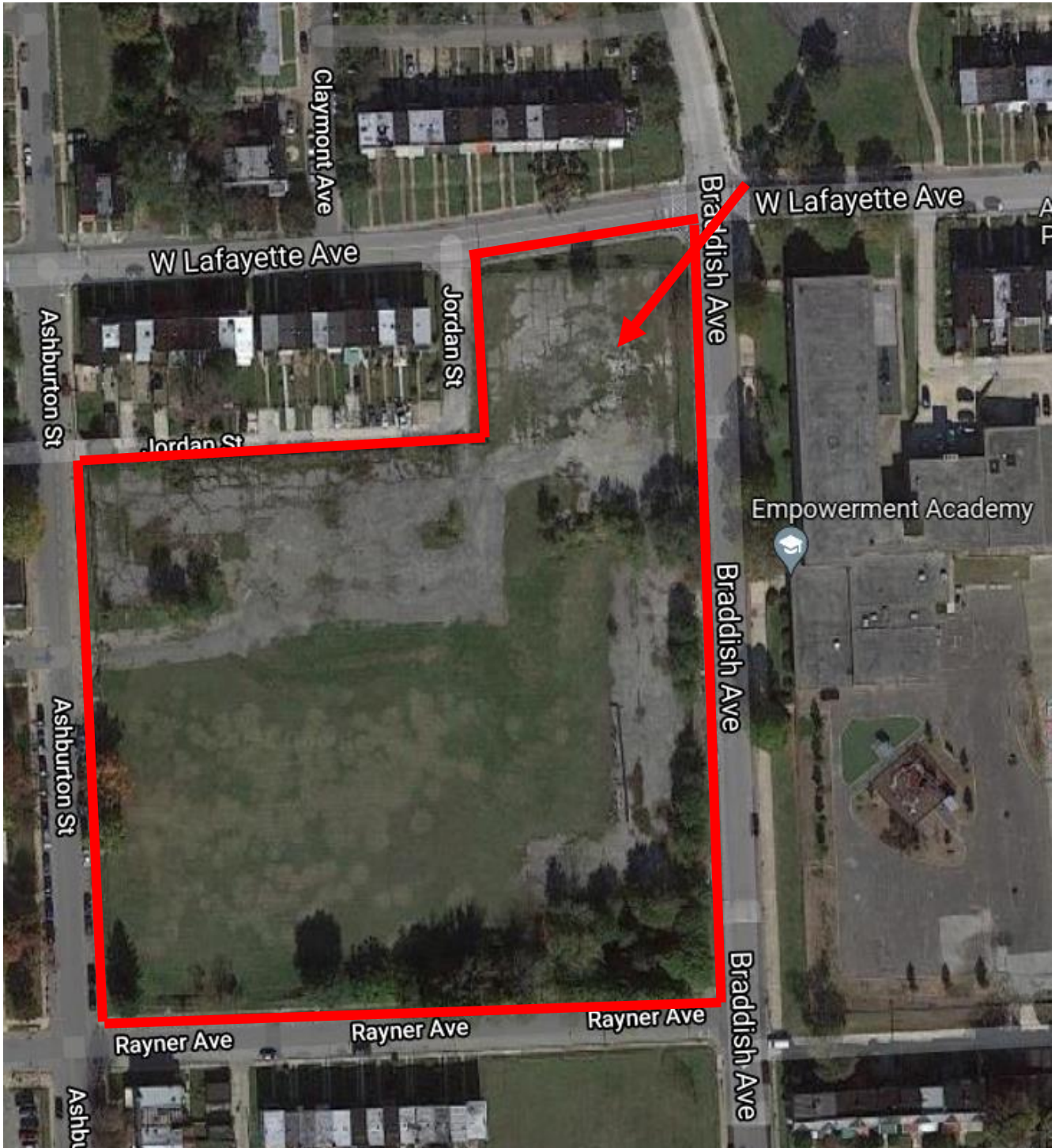
**C.2** – Baltimore City Police Department Needs Assessment

**C.3** – Baltimore City Fire Department Needs Assessment

# Project Site #1 – N. Warwick Ave and Presbury St



# Project Site #2 – Braddish Ave and Rayner Ave (Lutheran Hospital Site)





## Overall Summary

This document summarizes facility needs for BPD's Education & Training Section, based on the agency's current training plan and staffing plan. The document does not include an outdoor firing range or driving training facility. It does include an indoor firing range in case that is feasible at the location.

Estimated facility needs:

- 100,000 square feet of indoor space for classrooms, offices, gymnasium/fitness center, scenario rooms, storage, etc.
- Outdoor space for fitness training and practical scenarios.
- Additional indoor space for a firing range, if feasible.
- 450 parking spaces.

## Entrance-Level Training

**\*BASED ON PROJECTION OF 6 ACADEMY SESSIONS or 300 RECRUITS/YEAR**

Classroom Space with A/V Requirement:

Average Room Size: 1400ft<sup>2</sup>

- 6 50-person capacity Classrooms for entrance-level classes (total of 8400ft<sup>2</sup>)
- 2 50-person capacity Computer Labs (total of 2400ft<sup>2</sup>) \*(Secure lab, certified by the State of MD, required for NCIC training)

Scenario Room Space Requirement:

- 2 Rooms for Use of Force Simulation/ Critical Decision-Making training (1200ft<sup>2</sup> each)
- 2 Rooms for practical scenario training (1000ft<sup>2</sup> each)
- 1 Gymnasium for Defensive Tactics & Use of Force training (Dedicated 50-person capacity / 8000ft<sup>2</sup>)

Training Staff Office Space Requirement:

- 29 Staff members @ 120ft<sup>2</sup>/person (3480ft<sup>2</sup> of office space)
- 1 Conference/Planning Room (20-person capacity / 1000ft<sup>2</sup>)

Storage Space Requirement:

- Dedicated and secure storage for CPR training (near CPR training room) for medical training mannequins, resuscitative training equipment, first aid training equipment, and Narcan training equipment (enough to equip multiple training classes, as well as service sworn members)
- Dedicated and secure storage space (near medical training unit) for Chemical, Biological, Radiological, and Nuclear (CBRN) training equipment, gas masks, personal protective equipment (PPE gear), fit-testing machines, carry bags, enough to equip (enough to equip multiple training classes, as well as service sworn members)
- Dedicated and secure storage (near gymnasiums) for Use of Force training equipment including baton strike mannequins, striking suits, striking bags, training batons, etc.



- Dedicated armory to secure police firearms and ammunition during certain training applications (Approximately 200 wall-mounted lock-boxes must be installed in a secure space with controlled access. This armory would serve sworn staff of the academy, as well as any recruit classes that may potentially return to the academy for additional/remedial training after being issued a firearm.)
- Dedicated and secure storage for various office supplies and training materials, enough to supply eight potential recruit classes, as well as all staff.

Miscellaneous Space Requirement:

- Front Desk / Reception with ability to control facility access (approx. 1000ft<sup>2</sup>)
- Administrative offices for 10 staff (approx. 1200ft<sup>2</sup> total)
- Copy / Mailroom (approx. 400ft<sup>2</sup>)
- Restroom facilities (approx. 2000ft<sup>2</sup> total)
- Shower & Locker room facilities (20,000ft<sup>2</sup>) (assuming locker storage for all recruit classes)
- Fitness Center capable of serving 2 recruit classes (100-person capacity / 6000ft<sup>2</sup>)
- Outdoor training space(s) to accommodate 2-3 recruit classes at one time
- Controlled access paved training space to conduct car-stop scenarios/practical scenarios

**E.L.T. TOTAL = Approx. 61,000ft<sup>2</sup> \*Excluding outdoor space**

## Continuing Education Training

**\*BASED UPON MULTIPLE TRAINING SESSIONS FOR APPROX. 2400 MEMBERS YEARLY**

Classroom Space with A/V Requirement:

Average Room Size: 1400ft<sup>2</sup>

- 2 Rooms for Yearly Training Plan requirements (50-student capacity each)
- 2 Rooms for In-Service training (50-student capacity each)
- 1 Room for Classroom Medical Training (50-student capacity)
- 1 Room for Practical Medical Training (50-student capacity w/training mannequins 3000ft<sup>2</sup>)
- 1 Room for all other training needs (CIT, SFST, Supervisory Leadership Training, etc.)

Scenario Room Space Requirement:

- 2 Rooms for practical scenario training (CIT, IST, etc.)
- 1 Room (modular) for Room Clearing, Bunker training, etc. (IST)
- 1 Gymnasium type space for Use of Force - Baton/Less Lethal training (50-person capacity / 8,000ft<sup>2</sup>)

Training Staff Office Space Requirement:

- 29 Staff members @ 120ft<sup>2</sup>/person (3480ft<sup>2</sup> of office space)
- 1 Conference/Planning Room @ 1000ft<sup>2</sup> of space (20-person capacity)

Storage Space Requirement:

- Dedicated and secure storage for CPR training (near CPR training room) for mannequins, resuscitative training equipment, first aid training equipment, and Narcan training equipment (enough of each to equip a 50-student training class with some extra)

- Dedicated and secure storage (near gymnasium) for Use of Force training equipment including baton strike mannequins, striking suits, striking bags, training batons, etc.
- Dedicated and secure storage for police firearms and ammunition (approximately 200 wall-mounted lock-boxes must be installed in a secure space with controlled access)
- Dedicated and secure storage for various office supplies and training materials

Miscellaneous Space Requirement:

- Front Desk / Reception with ability to control facility access (approx. 1000ft<sup>2</sup>)
- Administrative offices for 10 staff (approx. 1200ft<sup>2</sup> total)
- Copy / Mailroom (approx. 400ft<sup>2</sup>)
- Restroom facilities (approx. 2000ft<sup>2</sup> total)

**Cont. Ed. TOTAL = Approx. 32,000ft<sup>2</sup>**

## **Firearms Training (if feasible)**

Classroom Space with A/V Requirement:

Average Room Size: 1400ft<sup>2</sup>

- 1 Room for classroom-based entry-level instruction (50-student capacity each)
- 2 Rooms for In-Service training (50-student capacity each)

Firing Range Requirement:

- 1 Indoor 50yd range (square footage not estimated at this time)

Staff Office Space Requirement \*(On-Site Firearms Personnel Assumes a 12-Lane Indoor Range):

- 8 Staff members @ 120ft<sup>2</sup>/person (960ft<sup>2</sup> of office space)

Storage Space Requirement:

- Dedicated and secure storage for various training equipment

Miscellaneous Space Requirement:

- Administrative office
- Restroom facilities

## **Crisis Response Unit**

Classroom Space:

- All classroom spaces shared with entrance-level and continuing education training units

Scenario Room Space Requirement:

- All scenario spaces shared with entrance-level and continuing education training units

Staff Office Space Requirement:

- 6 Staff members @ 120ft<sup>2</sup>/person (720ft<sup>2</sup> of office space)

# Parking Needs Assessment - Baltimore Police Training Academy

\*Excludes Off-Site Firearms Training Personnel

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Academy Staff Parking: 94 Spaces (Facilitators, Admin staff, Supervisors)  
Academy support vehicles: 14 Spaces (Vans, Marked/Unmarked, Training)  
Entry-level Trainee Parking: 150 Spaces (Est. 3 concurrent classes of 50 recruits)

## In-Service Training;

- Regular In-Service: 72 Spaces (\*Daily Parking - State mandated training)
- Concurrent In-Service: 72 Spaces (\*Daily Parking - Additional training blocks)
- Firearms In-Service: 36 Spaces (\*Daily Parking – Assuming 12-Lane Range)

PERMANENT PARKING ..... 258

DAILY PARKING: ..... 180

**TOTAL PROJECTED PARKING REQUIREMENT: ..... 438 Spaces**

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\*Additional parking considerations that are not factored into this estimate may include:

- Increased scale of recruit training (Cohort sizes or Number of Cohorts)
- Other training that has not been pre-scheduled
- Pre-hires for recruit training
- Cadets
- Addition of staff or support personnel
- Special event parking
- Housekeeping staff

## Summary

The Baltimore City Fire Department (BCFD) would like to combine all of its classroom-based emergency medical services (EMS) and fire suppression training into one facility. Currently, the BCFD occupies two separate facilities for these services, EMS training at 501 N. Calvert St. and suppression training at 6720 Pulaski Hwy. Combining these services into one facility will allow us to more efficiently utilize our training staff and allow us additional classroom space as we have outgrown our 66-year-old fire suppression training facility. Our live fire training and other practical training will stay at our Pulaski Highway facility. This assessment is a space estimate only and does not address the need for A/V or IT infrastructure.

### Classroom, office, and storage space

- 10 classrooms for 50 students each. 1400 ft<sup>2</sup> each for a total of 14,000 ft<sup>2</sup>.  
These classrooms will be multi-purpose classrooms for us by both EMS and suppression training for recruit, continuing education, and new certification training.
- 6 Medical labs. 300 ft<sup>2</sup> each for a total of 1800 ft<sup>2</sup>.
- 2 computer labs for 25 students. 800 ft<sup>2</sup> each total 1600 ft<sup>2</sup>
- 1 Driver Simulator classroom. 500 ft<sup>2</sup>
- Offices for 30 Staff/Instructors. 6 individual, 24 instructors can share offices 2 or 3 each. 120 ft<sup>2</sup>/person. 6 single occupancy, 6 double occupancy, 4 triple occupancy. 3600 ft<sup>2</sup>
- Offices for administrative assistants. 2 each 120 ft<sup>2</sup>.
- Conference room for 20 staff members. 1000 ft<sup>2</sup>.
- Storage space for all training aids. 500 ft<sup>2</sup>.
- Rest rooms to accommodate all staff and students. Approx. 1000 ft<sup>2</sup>
- Break room- 500 ft<sup>2</sup>
- Locker Room/shower facility for 120 students approx. 2500 ft<sup>2</sup>
- Outdoor space for fitness training
- Gymnasium/fitness area – 8000 ft<sup>2</sup>

Total Indoor Square Feet 35,240

### Parking

- Staff parking to include adjunct instructors-30 spaces.
- Parking for recruits-120 spaces.
- BCFD staff vehicles-10 spaces.
- In-service training-100 spaces.
- Apparatus parking for on-duty members-8400 ft<sup>2</sup> - 10 spaces 60'x14', to accommodate fire apparatus

**ATTACHMENT D**

**MBE INSTRUCTIONS AND FORMS**

## Attachment D. Minority Business Enterprise (MBE) Forms

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

#### **PART 1 - INSTRUCTIONS**

***PLEASE READ BEFORE COMPLETING THIS DOCUMENT***

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

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

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

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

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

*Example for illustrative purposes of applying the 60% rule:*

*Overall contract value: \$2,000,000*

*Total value of supplies: \$100,000*

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

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

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

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

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

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

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

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



800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

**Subgoals (if applicable)**

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

**Overall Goal**

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

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

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

In connection with the proposal submitted in response to the Request for Proposals for Architectural/Engineering Services - Coppin State University Public Safety Facility, I affirm the following:

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

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

7 percent for African American-owned MBE firms

10 percent for Women-owned MBE firms

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

**OR**

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

### **Additional MBE Documentation**

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

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

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

### **Information Provided to MBE firms**

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

## PART 3 - MBE PARTICIPATION SCHEDULE

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

| Prime Contractor | Project Description  | Project/Contract Number |
|------------------|--|-------------------------|
|                  | RFP for Architectural/Engineering Services<br>Coppin State University Public Safety Facility | N/A                     |

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

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

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

**PART 4 – SIGNATURE PAGE**

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

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

\_\_\_\_\_  
Bidder/Offeror Name  
*(PLEASE PRINT OR TYPE)*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

## D-1B WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

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

#### I. Definitions

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

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

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

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

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

#### II. Types of Actions Agency will Consider

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

##### A. Identify Proposal Items as Work for MBE Firms

###### 1. Identified Items of Work in Procurements

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

###### 2. Identified Items of Work by Offerors

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



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

## **B. Identify MBE Firms to Solicit**

### 1. MBE Firms Identified in Procurements

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

### 2. MBE Firms Identified by Offerors

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

## **C. Solicit MBEs**

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

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

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

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

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

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

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

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

#### **D. Negotiate with Interested MBE Firms**

Offerors must negotiate in good faith with interested MBE Firms.

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

#### **E. Assisting Interested MBE Firms**

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

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

### III. Other Considerations

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

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

### IV. Documenting Good Faith Efforts

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

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

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

#### B. Outreach/Solicitation/Negotiation

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

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

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

#### D. Other Documentation

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

**D-1B - Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

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

located at \_\_\_\_\_  
(Number) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

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

\*\*\*\*\*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

\_\_\_\_\_  
(MDOT Certification #) (Telephone #)

\*\*\*\*\*

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

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

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

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

PAGE \_\_ OF \_\_

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

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

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

Company:

\_\_\_\_\_  
Company Name (please print or type)

By:

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name:

\_\_\_\_\_  
Printed Name

Title:

\_\_\_\_\_  
Title

Date:

\_\_\_\_\_  
Date

Address:

\_\_\_\_\_  
Company Address

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

PAGE \_\_ OF \_\_

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

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

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

Please check if Additional Sheets are attached.

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

**PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS**

PAGE \_\_ OF \_\_

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

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

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

Please check if Additional Sheets are attached.

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

PAGE \_\_ OF \_\_

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

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

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

Please check if Additional Sheets are attached.



**D- 2**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

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

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

---

---

---

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

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

---

---

---

4. **Please Check One:**

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

---

---

---

5. **Please Check One:**

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

PLEASE PRINT OR TYPE

Company:

---

Company Name (please print or type)

By:

---

Signature of Authorized Representative

Printed Name:

---

Printed Name

Title:

---

Title

Date:

---

Date

Address:

---

Company Address

**D-3A**  
**CERTIFIED MBE SUBCONTRACTOR PARTICIPATION CERTIFICATION**

**INSTRUCTIONS:**

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

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

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

**SECTION A**

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

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

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

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

**SECTION B – Prime Contractor**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Prime Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Street Address, City, State, Zip Code:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

**SECTION C – Certified MBE Subcontractor**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

MBE Firm's Name: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Street Address, City, State, Zip Code:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

**SECTION D**

*This completed form is due to the Procurement Officer on or before:* \_\_\_\_\_

Solicitation #: \_\_\_\_\_ Solicitation Title: \_\_\_\_\_

Agency/Dept.: \_\_\_\_\_ Procurement Officer: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address, City, State, Zip Code:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**MBE Prime Contractor**

Company: \_\_\_\_\_

*Company Name (please print or type)*

FEIN: \_\_\_\_\_

*Federal Identification Number*

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

By: \_\_\_\_\_

*Signature of Authorized Representative*

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

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

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

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

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

---

Contract Monitor Name

---

Address

---

Email

---

Signature (Required)

---



---

Contracting Unit

---

City, State Zip

---

Phone Number

---

Date

---

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

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

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

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

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

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

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

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

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

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

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



**ATTACHMENT E**

**ARCHITECT – ENGINEER QUALIFICATIONS (SF330)**

# ARCHITECT-ENGINEER QUALIFICATIONS

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

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

## PURPOSE

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

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

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

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

## INDIVIDUAL AGENCY INSTRUCTIONS

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

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

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

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

**Firm:** Defined in FAR 36.102.

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

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

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

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

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

#### Section B. Architect-Engineer Point of Contact.

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

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Section C. Proposed Team.

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

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

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section G. Key Personnel Participation in Example Projects.**

**Section H. Additional Information.**

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

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

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

**Section I. Authorized Representative.**

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

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

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

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

**29. EXAMPLE PROJECTS KEY**

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

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## Part II - General Qualifications

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

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

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

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

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

5. Ownership.

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

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

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

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

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

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

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

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

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

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List of Disciplines (*Function Codes*)

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

List of Experience Categories (*Profile Codes*)

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

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List of Experience Categories (*Profile Codes continued*)

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



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List of Experience Categories (*Profile Codes continued*)

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

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

### C. PROPOSED TEAM

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

|    | (Check) |     |         |                | 9. FIRM NAME                                    | 10. ADDRESS | 11. ROLE IN THIS CONTRACT |
|----|---------|-----|---------|----------------|---|-------------|---------------------------|
|    | PRIME   | 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 *(City and State)*

|  |   |
|--|---|
| 16. EDUCATION <i>(Degree and Specialization)</i> | 17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> |
|--|---|

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

**19. RELEVANT PROJECTS**

|  |                       |                                     |
|--|-----------------------|-------------------------------------|
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED    |                                     |
|  | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

|  |                       |                                     |
|--|-----------------------|-------------------------------------|
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED    |                                     |
|  | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

|  |                       |                                     |
|--|-----------------------|-------------------------------------|
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED    |                                     |
|  | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

|  |                       |                                     |
|--|-----------------------|-------------------------------------|
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED    |                                     |
|  | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

|  |                       |                                     |
|--|-----------------------|-------------------------------------|
| (1) TITLE AND LOCATION <i>(City and State)</i> | (2) YEAR COMPLETED    |                                     |
|  | PROFESSIONAL SERVICES | CONSTRUCTION <i>(If applicable)</i> |

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

|   |                          |                                      |
|---|--------------------------|--------------------------------------|
| <b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b><br><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**

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



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**H. ADDITIONAL INFORMATION**

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

I.

---

**AUTHORIZED REPRESENTATIVE**  
*The foregoing is a statement of facts.*

---

31. SIGNATURE

32. DATE

33. NAME AND TITLE

---



**ATTACHMENT F**

**STAFFING PLAN**





**ATTACHMENT G**  
**SAMPLE CONTRACT**

**ARCHITECT AGREEMENT**

**FOR**

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES**

**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

*BETWEEN*

*THE MARYLAND STADIUM AUTHORITY*

*AND*

*[FIRM NAME]*

**ARCHITECT AGREEMENT  
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**AGREEMENT**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2022.

**BETWEEN** the Owner:

Maryland Stadium Authority  
The Warehouse at Camden Yards  
351 West Camden Street, Suite 300  
Baltimore, Maryland 21201

and the Architect:

[Company]  
[Street Address]  
[City, State Zipcode]

for the following project:

Coppin State University Public Safety Facility which is described in more detail in the Project Program attached hereto as **Exhibit 1** (the "Project").

The Construction Manager (the "CM") is:

[Company]  
[Street Address]  
[City, State Zipcode]

The Client is:

Coppin State University  
2500 West North Avenue  
Baltimore, MD 21216

## INTRODUCTORY STATEMENT

- A. The Owner was established by the State of Maryland, pursuant to Section 13-701 et seq. of the Maryland Stadium Authority Act (Chapter 283 of the Acts of the General Assembly of 1986, now codified, as amended, as §§ 10-601 *et seq.* of the Economic Development Article of the Annotated Code of Maryland (the "Stadium Act"), as amended.
- B. The Owner will approve a Schedule (the "Construction Schedule") established by the CM for the Project which shows that design and construction will be completed on or before the date set forth in the Project Master Schedule attached as Exhibit 3 hereto (the "Scheduled Completion Date").
- C. The Owner has established a budget for the design and construction of the Project (the "Budget"), a copy of which is attached as Exhibit 4 hereto.
- D. The Owner desires to engage the Architect to render professional services with respect to the entire Project, subject to the terms of this Agreement.
- E. The Architect desires to be retained by the Owner to perform the architectural services required herein for the Owner.

NOW, THEREFORE, in consideration of the foregoing Introductory Statement, which is deemed a material and substantive part of this Agreement, and in further consideration of the promises and agreements hereinafter set forth, the Owner and the Architect agree as follows:

**TERMS AND CONDITIONS OF AGREEMENT  
BETWEEN OWNER AND ARCHITECT**

**ARTICLE 1  
ENGAGEMENT AND RELATIONSHIP**

**1.1 ENGAGEMENT:** Upon, subject to, and in accordance with the terms, conditions, and provisions of this Agreement, the Owner engages the Architect with respect to the furnishing of those professional services set forth in this Agreement, and the Architect accepts such engagement.

**1.2 RELATIONSHIP:** The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement and shall furnish its professional skill and judgment consistent with the standards of the profession and cooperate with the Owner, the Client, the CM, and the Owner's other consultants and contractors in furthering the interests of the Owner throughout the duration of this Agreement. For clarity, Architect's status is that of a design professional, not fiduciary. The Architect shall furnish efficient business administration and management services as required herein and shall use its professional efforts to perform its services in an expeditious and economical manner consistent with the interests of the Owner. The Architect shall be an agent of the Owner to the extent, and only to the extent, required to properly perform its obligations under this Agreement. The Architect shall not represent or hold itself out to have any authority to act on behalf of or bind the Owner other than as specifically provided herein.

**1.3 THE CLIENT:** The agreement entered into between the Owner and Client (the "Client Agreement") provides that the Client will actively participate in the design and construction process, which shall be a cooperative, mutual endeavor in which the Owner and Client will work together. The Architect shall recommend appropriate channels of communications with the Owner that will facilitate a continuous and meaningful interface between the Owner, the Client, the Architect and the CM with respect to the planning and design of the Project. The Architect shall use all reasonable best efforts to perform its services under this Agreement in a manner so as not to disrupt the Owner's relationship with the Client; provided that the Owner shall have responsibility for establishing coordination procedures which will adequately involve the Client in the decision making process.

**1.4 THE ARCHITECT:** It is the intent of the Owner and the Architect that this Agreement be construed in a manner that requires the Architect to provide all necessary and customary architectural and engineering services for the Project, including, without limitation, the specific services set forth in Articles 1, 2 and 3 of this Agreement and those services that are reasonably inferable from the terms, provisions and conditions thereof. The Architect understands that all services under this Agreement shall conform to the Contracting Strategy attached hereto as **Exhibit 2** (which the Owner may modify at the Owner's sole discretion).

**1.5 STANDARD OF CARE:** All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill usually

exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to the Project and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Project is located.

The approval of any material produced by the Architect, in connection with the Project by the Owner in no way relieves the Architect of its responsibility for the accuracy and completeness of such Documents, nor compliance with required Standards, Codes, Ordinances or other applicable regulations, nor compliance with the Agreement and applicable law.

**1.6 ARCHITECT'S EMPLOYEES AND CONSULTANTS:** The Architect's services shall consist of those services performed by the Architect, the Architect's employees and the Architect's consultants. The Architect shall be responsible for the provision of all Services whether provided by the Architect or its consultants, agents, representatives or employee or others on behalf of the Architect. Any consultant employed by the Architect is subject to the approval of Owner, which shall not be unreasonably withheld.

**1.7 CONSTRUCTION MANAGER:** The Architect's services shall be provided in conjunction with the services of a CM.

Prior to the Construction Phase of the Project, the CM's services, duties, and responsibilities will be as described in the Preconstruction Contract for Construction Management Services between the Owner and the CM (the "CM Preconstruction Agreement") attached hereto as **Exhibit 11**. The Owner shall deliver a copy of the CM Preconstruction Agreement to the Architect once completed.

Unless the Owner modifies the Contracting Strategy attached hereto as **Exhibit 2** (which the Owner may modify at the Owner's sole discretion), the Owner shall select a construction manager to act as a "construction manager at risk" for the Construction Phase of the Project. The Owner may choose to retain the pre-construction CM or choose another construction manager as the CM for the Construction Phase. If another construction manager is selected for the Construction Phase, the Owner shall notify the Architect and the new CM shall thereafter be, for all purposes under this Agreement, the CM during and after the Construction Phase. Upon selection of the CM for the Construction Phase, the Owner shall negotiate and enter into a construction management agreement with the CM (the "CM Construction Agreement"). The Owner shall deliver a copy of the CM Construction Agreement to the Architect once completed.

Prior to the Construction Phase of the Project, the term "CM Agreement" shall mean and refer to the "CM Preconstruction Agreement." During and after the Construction Phase of the Project, the term "CM Agreement" shall mean and refer to the "CM Construction Agreement."

The CM Agreement shall not be modified in a manner which materially affects any of the responsibilities of the Architect without making appropriate adjustments to this Agreement.



**1.8 DESIGN SCHEDULE:** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Architect's services. The Architect and Owner hereby agree to the design schedule, attached as **Exhibit 3** hereto, which will be incorporated and made a part of the Project Master Schedule. Time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. Any adjustments to the schedule shall be void and of no force and effect until such adjustments are agreed to in writing by Owner and Architect.

**1.9 OWNER'S CONSULTANTS:** The Owner reserves the right to retain additional architects, consultants, engineers, contractors, or others for similar or dissimilar services. It is understood between the parties that, under conditions where the Owner deems it beneficial to the Project, the Architect may be working in coordination and cooperation with other consultants who will be employed independently by the Owner and totally responsible to the Owner for their work and the performance of their respective agreements with the Owner. The Owner shall inform the Architect of the specific relationship with other consultants, if any. All coordination fees associated therewith shall be included as part of Basic Services hereunder unless they arise after the date of this Agreement.

**1.10 BUILDING CODES AND LAWS:** Subject to Section 1.5, all of the Architect's services shall comply with all applicable building codes, statutes, ordinances, laws, rules and regulations, including but not limited to the IBC/BOCA, Americans with Disabilities Act ("ADA"), Elevator/Escalator, Health, and NFPA/Life Safety codes, Mechanical, and Energy Conservation Codes, National Electrical Code, International Energy Conservation Code and ASHRAE standards. The Architect shall develop its specifications and drawings in strict adherence to meet or exceed these requirements and regulations impacting on the project. The Architect shall coordinate approval of all plans with the Fire Marshal, Elevator, and Health Code Officials. Early submissions of design documents or early review meeting(s) shall be implemented as required to maintain the Project Schedule.

**1.11 BUILDING SYSTEMS REQUIREMENTS:** The Architect shall incorporate the requirements of ANSI/ASHRAE 111-1988 or the most current approved version, Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air Conditioning, and Refrigeration Systems, into the construction specifications. The Architect shall address in the construction specifications the requirements of the contractor to provide detailed and comprehensive operations and maintenance manuals for all equipment and systems in an organized format.

**1.12 DEFECTS:** Any defective designs or specifications furnished by the Architect will be promptly, upon notice or discovery, corrected by the Architect at no cost to the Owner, and the Architect will promptly reimburse the Owner for all damages, if any, to the extent caused by such defective designs or specifications. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder.

**1.13 COPIES:** As a part of Basic Services, the Architect shall furnish the Owner with physical copies (in such quantities as are reasonably requested by the Owner) and electronic copies of the documents prepared pursuant to Article 2 at the end of each design phase. The Architect shall also provide all additional copies required by any agency performing permit, code compliance or other reviews as necessary to facilitate the work of the reviewing agency pursuant to Section 1.10.

**1.14 COMMUNITY RELATIONS:** As part of the Basic Services, upon the Owner's request at any time during the duration of this Agreement the Architect shall assist and support the Owner in preparing presentations of, and attending meetings with respect to, the intended design and status of the Project. Meetings and presentations will be with and to various organizations, including, but not limited to, governmental agencies, legislative bodies, community and civic associations, special interest groups and any other groups deemed necessary by the Owner. The Architect shall assist the Owner to work out methods for ameliorating community concerns and shall contribute articles to any newsletters to be published by the Owner and distributed to civic associations and key public officials.

**1.15 MEETINGS:** The Owner, Client, CM and Architect shall, unless waived by the Owner, conduct design meetings and other meetings scheduled by the Owner on at least a bi-weekly (once every two weeks) basis or as mutually agreed upon as a part of Basic Services. The Architect shall provide at such meetings and at other intervals mutually agreeable to the Owner, Client, CM and Architect appropriate drawings, schedules and other documents which depict the current status of design for the Owner's and Client's review and the CM's information.

**1.15.1** The Owner, Client, CM and Architect shall, unless waived by the Owner, conduct other meetings to review the current construction estimate, engage in value engineering discussions and/or to discuss other project related matters as scheduled by the Owner as a part of Basic Services. The Architect shall provide at such meetings documents which may be required to facilitate discussions such as drawings, schedules, etc.

**1.15.2** The Architect shall keep minutes of all meetings for the Owner's approval and shall distribute the minutes to the Owner, Client, CM and other attendees.

**1.16 SUBMISSIONS FOR OWNER'S APPROVAL:** As part of the Basic Services, upon completion of each design phase, the Architect shall submit drawings, specifications and other documents to the Owner, the Client, and the CM for the Owner's approval, the Client's review and comment, and the CM's information.

**1.17 GOVERNMENTAL APPROVALS:** As part of the Basic Services, the Architect shall assist the Owner and CM in connection with the Owner's responsibility for submitting and/or filing documents required for the review and/or approval of governmental authorities having jurisdiction over the Project.

**1.18 DUTIES:** Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

**1.19 COMMUNICATIONS:** Communications by and with the Architect's consultants shall be through the Architect unless direct communication between the Owner and any of Architect's consultants is deemed necessary by Owner to expedite the Project. The Architect shall be advised of the substance of the direct communication between the Owner and any of the Architect's consultants.

**1.20 PERFORMANCE SPECIFICATIONS:** The Architect shall not provide for the design of any aspects of the Project by any contractors in the contract documents (performance specifications) without the prior written approval of the Owner. The Owner's approval shall not relieve the Architect of any of its responsibilities under this Agreement.

**1.21 PROPRIETARY SPECIFICATIONS:** The Architect agrees to specify at least three capable manufacturers that can meet each specification item as a part of Basic Services. If it is a benefit to the Project to use less than three capable manufacturers, then the Architect must request approval in writing from the Owner.

**1.22 TEST EVALUATION:** The Architect shall identify and provide to the Owner and CM a written list of all necessary and appropriate testing requirements identified in the specifications. The Architect shall review and take appropriate action with regard to the results of all tests as a part of Basic Services.

**ARTICLE 2**  
**SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 BASIC SERVICES GENERALLY**

**2.1.1 Scope:** The Architect's Basic Services consist of those services described in this Article 2, Exhibits 5 and 6 (RFP and Proposals) and any other services specifically identified as Basic Services in Article 1 or elsewhere in this Agreement and shall include, without limitation, land surveys, geo-technical, structural, mechanical, civil, electrical and other engineering services necessary or appropriate for the Project. Subject to Section 1.5, the Architect shall provide all necessary services in order to provide a complete design that meets the design criteria and the intended program of the Project.

**2.1.1.1** The Architect shall collect all required information from the Client, local jurisdictions, and utilities owners and operators.

**2.1.1.2** Available existing land surveys, building plans, utility plans, and site maps will be given to the Architect. No assurances, however, are given that these records are complete or accurate. The Architect is responsible for verifying the accuracy of any information provided.

**2.1.1.3** The Architect is responsible for investigating and accurately defining existing conditions and the impact of these conditions on the design. The Architect is required to examine existing drawings and confirm their accuracy, order electrical load tests, and any other means necessary to ensure accuracy for the design. Existing drawings, whether "as built" or construction drawings should only be used as a guide and for reference and under no circumstances be construed as accurate. All conditions shall be field verified by the Architect during the design development of the project. All outages anticipated during any investigative work must be coordinated with the Client in order to determine the best windows of opportunity for the outage. Once the window has been established, a minimum of ten (10) days advance notice is required prior to all outages.

**2.1.1.4** The Architect shall prepare land survey(s) that documents all existing conditions of the site and confirms all information provided by the Owner or the Client. The extent of the information and work required by the survey shall include, but not be limited to, all existing topography, utilities, hazmat, roads and improvements, significant vegetation and natural features, existing utilities, boundaries, easements, and any legal restrictions that are applicable. The survey shall establish the benchmark(s) to be used for the Project. The Architect shall provide a final survey of the property at the completion of the Project.

**2.1.2 Interior Design:** The Architect shall provide interior design and other similar services required for or in connection with the selection of furnishings and related equipment, as part of Basic Services. These services shall include, but not be limited to, the interior design and coordination for the building; selection and/or coordination of interior paint colors, finishes, and materials; design of wall, floor, and window treatments; architectural signage and graphics. The Architect shall also provide for the inclusion of all furniture, fixtures, and equipment shown in

plan and elevation as necessary to demonstrate that all programmed functions can be accommodated. The Architect shall provide design coordination services for any equipment requiring special environmental conditions and/or building system conditions and connections as well as public space furniture.

Identification of methods of installation and connection with building utility services, and provision of necessary clearances for convenient, safe use, and maintenance of equipment shall be included in the interior design documents. These documents shall be fully coordinated with mechanical, electrical, structural, plumbing (i.e., building systems), and all other pertinent construction documents. The Owner will provide a final list of equipment and furniture requirements during the design development phase. These requirements will be presented in two categories: a) Fixed Equipment—equipment that will be included in the construction contract; and b) Movable Equipment—new equipment that will be purchased and installed via separate contracts, or existing equipment which will be reused.

**2.1.3 Constructability and Maintenance:** The Architect shall also keep in mind the constructability of the design and the maintenance of the facility for the Client. The Architect shall be cautious as not to specify materials that will require replacement from unique (sole) sources that will be difficult or costly for the Client's long term use of the facility. Deviations will require written approval from the Owner and Client. The Construction Manager will advise on constructability issues as a part of its review of the documents.

**2.1.4 Green Building Standards:** In designing the Project, the Architect shall also keep in mind that the Project must meet or, to the extent feasible, exceed the Green Building Standards (as defined below) in effect during the Design Phase of the Project. The "Green Building Standards" shall mean the State of Maryland's and the Client's required standards regarding energy savings, resource conservation, storm water management, environmental site design, renewable energy, and any other sustainability strategies to achieve budgetary and life-cycle cost savings and/or health benefits for building occupants. If there is a conflict between the Green Building Standards of the State of Maryland and the Client, the Architect shall notify the Owner of such conflict and the Owner shall determine which Green Building Standard to apply.

**2.1.5 Construction Cost:** The Architect shall exert its professional efforts to work with the CM to keep the Construction Cost (as defined in Article 6) for the Project within the fixed limit for the Construction Cost set forth in Exhibit 7 (the "Construction Cost Limit"). If the Construction Cost of the design, as developed, exceeds the established Construction Cost Limit for the Project, the Architect shall work with the Owner, the Client, and the CM to modify the Construction Cost of the design to be within the Construction Cost Limit. Such modifications of the design shall generally be done at no additional cost to the Owner; provided, however, that the Architect may negotiate with the Owner for reimbursement of a substantial cost impact in design fees arising from a major change that either occurred after 50% construction documents were completed or resulted from the Architect's reliance on inaccurate cost projections by the CM.

**2.2 BUILDING INFORMATION MODELING:** Building Information Modeling ("BIM") shall be used on this project as a means of preparing construction documents. All lead design

teams and sub-consultants shall collaborate on the same BIM model to produce drawings and other components as required.

## **2.3 SCHEMATIC DESIGN PHASE**

**2.3.1 Site Use and Improvements:** The Architect shall review with the Owner and CM proposed site use and improvements; selection of building materials, systems, and equipment; and methods of Project delivery.

**2.3.2 Alternative Approaches:** The Architect shall review with the Owner, the Client and CM alternative approaches to design and construction of the Project, and shall provide the Owner with at least three (3) conceptual drawings of alternative approaches.

**2.3.3 Documents:** Based on the mutually verified and agreed upon conceptual design and the Project Master Schedule and Construction Cost requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the scale and relationship of Project components.

**2.3.4 Studies:** At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to the Owner, CM and Architect, the Architect shall provide schematic design studies for the Owner's and Client's review and the CM's information.

**2.3.5 Existing Conditions:** The Architect shall review by visual observation all existing conditions and facilities and any as-built documentation provided by the Owner. The Architect shall advise the Owner in writing: (a) if the Architect believes that the existing conditions or facilities do not conform to the as-built documentation; or (b) if the Architect believes that further testing or inspections should be conducted by the Owner.

**2.3.6 Construction Estimate:** In the further development of the drawings and specifications during this and subsequent phases of design, the Architect shall be entitled to assume the accuracy of the estimates of Construction Cost (as defined in Article 6 hereof) which are to be provided by the CM under the CM Agreement.

**2.3.7 Modification of Design:** If, following completion of the Schematic Design Phase, the total Construction Cost is projected to exceed the established Construction Cost Limit, the Architect shall modify the design (which may include the modification of the level of quality, the design and or the Project Scope to fit within the established Construction Cost Limit) and/or establish alternates at no additional cost to the Owner.

## **2.4 DESIGN DEVELOPMENT PHASE**

**2.4.1 Authorization to Proceed:** The Architect shall begin the Design Development stage upon receipt of Owner's written authorization to implement the documents presented in the Schematic Design Phase.

**2.4.2 Cost Analyses:** The Architect shall assist the Owner and CM in the development and preparation of detailed analyses of the long-term cost effectiveness of alternative design choices for the systems described in the Schematic Design Documents. The selection of any particular system shall not be considered as firm until the full interrelationship of all systems is fully approved in writing and accepted by the Owner.

**2.4.3 Documents:** The Architect shall prepare from the approved Schematic Design, the Design Development Documents consisting of design criteria, drawings, specifications and other documents to establish and describe the size and character of the entire Project and as to architectural, structural, civil, mechanical and electrical systems, materials, landscaping and such other essentials as may be appropriate and submit those documents for approval by the Owner. The Architect shall provide written verification that all design comments from the Schematic Document phase were incorporated in the Design Development Documents. Any comments not included will need to be identified in writing with a reason as why they were not incorporated. MEP systems shall be well defined, identified and requirements provided.

## **2.5 CONSTRUCTION DOCUMENTS PHASE**

**2.5.1 Authorization to Proceed:** Based on the approved Design Development Documents and any further adjustments authorized by the Owner in the scope or quality of the Project or in the Budget, the Architect, utilizing data and estimates prepared by the CM, shall prepare for approval by the Owner Construction Documents consisting of drawings, specifications and alternates setting forth in detail the requirements for the construction of the Project. The Architect shall provide that the documents between the design disciplines have been coordinated amongst themselves, including but not limited to details, specifications, etc.

**2.5.2 GMP Documents:** Upon completion of the [XX]% Construction Documents Phase, the Architect shall provide [XX]% Construction Documents for the Owner's approval and the CM's information. The Architect shall provide written verification that all design comments from the previous design phases were incorporated in the documents. The Architect shall provide to the Owner, in writing, a list of all comments not included together with the reasons why they were not incorporated.

**2.5.3 Bidding Documents:** The Construction Documents shall be produced as one (1) complete design package. The Architect shall assist the Owner and CM in the preparation of the necessary bidding information, bidding forms, the conditions of the contracts, the form for the CM Construction Agreement, and the forms for the agreements with trade contractors in accordance with the Contracting Strategy specified in **Exhibit 2**. The Architect shall include the Owner's Project Manual/General Conditions as a part of the Bidding Documents. The Architect shall assist the CM in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect, with the assistance of the CM, shall respond to questions from bidders, and shall issue addenda as appropriate. As a part of the Construction Documents there shall be a separate schedule created from the specifications listing all attic stock requirements, and any documents that are to be submitted to the Architect as a part of the construction process.

## 2.6 BIDDING OR NEGOTIATION PHASE

**2.6.1 Bidding:** The Architect, following the Owner's approval of the Construction Documents and of the CM's latest estimate of Construction Cost, shall assist the CM in obtaining bids or negotiated proposals.

**2.6.2 Modification of Design:** If the total of the bids exceed the established Construction Cost Limit as set forth in **Exhibit 4** hereto, the Architect shall modify the design so it is within the established Construction Cost Limit at no additional cost to the Owner or as stipulated in **Section 2.1.5**. The Architect acknowledges that the Project may not proceed into the Construction Phase unless and until the Construction Cost of the Project is within the established Construction Cost Limit. The Architect must also recognize the Project Master Schedule and the end date of the Project and work expeditiously to solve any problems, for the end date cannot change and compression of the Project Master Schedule will most likely have significant financial impacts upon the Construction Cost for the Project.

## 2.7 CONSTRUCTION PHASE

**2.7.1 Commencement/Completion:** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the first award of a Contract for construction and subject to **Article 12.7** ends upon the issuance by the Owner to the Architect of the final Project payment and the Architect's submission of the Record Documents.

**2.7.2 Cooperation:** The Architect shall provide administration of the Contract for construction in cooperation with the CM as set forth in the CM Agreement.

**2.7.3 Site Representation:** The Architect shall be a representative of and shall advise and consult with the Owner as a Basic Service during the Construction Phase. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

**2.7.4 Permit Coordination:** The Architect shall endeavor to identify all necessary or desirable permits and licenses applicable to the Project and advise the Owner and CM as to the method of obtaining the same and assist in obtaining building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various trade contractors.

**2.7.5 Site Visits:** The Architect shall visit the site at least bi-weekly (once every two weeks) or as agreed by the Owner and Architect to become familiar with the progress and quality of the contractors' work completed and to determine if the contractors' work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the contractors' work, and shall endeavor to guard



the Owner against defects and deficiencies in the work that may be observed while on the field visits agreed upon in the contract.

**2.7.6 Partnering:** As a part of the Architect's visits, time will be available to meet with the Owner, the Client and CM to work out any Project issues. The primary purpose of this meeting is to insure a cohesive and cooperative working relationship between parties. Meetings may be cancelled from time to time by the Owner.

**2.7.7 Construction Means and Methods:** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the contractors' work. Unless otherwise provided in this Agreement, the Architect shall not be responsible for the contractors' schedules or failure to carry out the contractors' work in accordance with the contract documents. Unless otherwise provided in this Agreement, the Architect shall not be responsible for the performance by the CM of the services required by the CM Agreement. Unless otherwise provided in this Agreement, the Architect shall not have control over or charge of acts or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the work.

**2.7.8 Access:** The Architect shall at all times have access to the contractors' work wherever it is in preparation or progress.

**2.7.9 Contractor Payment Review:** After review and approval by the CM and based on the Architect's observations at the site of the contractors' work and evaluations of each contractor's application for payment, the Architect shall review and certify the amounts due the respective contractors within two (2) business days after receipt of contractor's application for payment. The Architect shall forward the contractor's payment application for payment to the Owner for approval of payment.

**2.7.9.1** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subsection 2.7.5, on the approval and recommendations of the CM and on the data comprising the contractor's application for payment, that, to the best of the Architect's knowledge, information and belief, the contractor's work has progressed to the point indicated and the quality of the contractor's work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the contractor's work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified.

**2.7.9.2** The issuance of a certificate for payment shall not be a representation that the Architect has: (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work; (b) reviewed construction means, methods, techniques, sequences or procedures; (c) reviewed copies of requisitions received from subcontractors and

material suppliers and other data requested by the Owner to substantiate the contractor's right to payment; or (d) ascertained how or for what purpose the contractor has used money previously paid on account of the contract sum.

**2.7.10 Nonconformance of the Work:** The Architect shall advise Owner, together with notification to the CM, to reject any contractors' work which the Architect has determined does not conform to the contract documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the contract documents, the Architect will have the responsibility and authority, upon written authorization from the Owner, to require additional inspection or testing of the contractors' work in accordance with the provisions of the contract documents, whether or not such contractors' work is fabricated, installed, or completed; provided, however, the Architect must obtain the Owner's prior written approval of any such special inspection or testing.

**2.7.11 Submittals:** The Architect shall review and approve or take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, for the purpose of checking for conformance with the requirements of the contract documents. The Architect's action shall be taken within ten (10) business days so as to cause no delay in the contractors' work or in construction by the Owner's own forces. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractors, all of which remain the responsibility of the contractors to the extent required by the contract documents. All submittals to be transmitted electronically through Architect's website per Architect's standard submittal procedures. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents. The Architect shall not modify a submittal such that it would cause a change to the Contract without issuing the proper documentation such as a Construction Change Directive. First and second submittal review is within Basic Scope of Services, but third and beyond reviews are an additional service per Article 3 provided the need for multiple reviews is not caused by the Architect or any of the Architect's consultants.

The Architect shall prepare the initial schedule of all submittals required by the Contract Documents.

**2.7.12 Requests for Information (RFI's):** The Architect shall respond to RFI's pre-screened and sent in by the CM requesting clarification to the Contract Documents. The Architect shall take no longer than an average of two business days to return an answer to the RFI. If the RFI response causes a change to the Contract Documents, the Architect shall immediately issue a Construction Change Directive, after Owner's approval. The Architect shall endeavor to provide complete and concise responses.

**2.7.13 Changes:** The Architect shall review and sign or take other appropriate action on change orders and construction change directives approved and prepared by the CM. The Architect shall provide drawings, specifications and other documentation and supporting data, evaluating contractors' proposals for changes in the scope of work and shall provide services in connection with evaluating substitutions proposed by contractors and making subsequent revisions to drawings, specifications and other documentation resulting therefrom. The Architect may make recommendations to the Owner to make changes in the contractors' work.

**2.7.14 Supplemental Instructions:** The Architect shall issue, through the CM, architectural supplemental instructions, field instructions, sketches, etc. to clarify any questions raised by any contractors.

**2.7.15 Contractor Performance:** The Architect shall interpret and make recommendations concerning performance of the contractors under the requirements of the contract documents on written request of the Owner. The Architect's response to such requests shall be made within ten (10) business days.

**2.7.16 Interpretations:** Interpretations and recommendations of the Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings or sketches.

**2.7.17 Architect Recommendations:** The Architect's recommendations on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the contract documents and accepted by the Owner.

**2.7.18 Contractor Claims:** At the Owner's request, the Architect shall render written recommendations within ten (10) business days on all claims, disputes or other matters in question between the Owner and contractors relating to the execution or progress of the contractor's work as provided in the contract documents.

**2.7.19 Owner's Consultants:** The Architect shall provide coordination services in connection with the work of separate consultants retained by the Owner.

**2.7.20 Substantial Completion:** The Architect, assisted by the CM, shall conduct one (1) inspection to determine the date or dates of substantial completion and the date of final completion of each contractor's work. With respect to each contractor's work that has been determined to be substantially complete, the Architect, CM, and Owner shall sign off on a certificate of substantial completion (the "Certificate of Substantial Completion") in the form attached as part of **Exhibit 8**.

**2.7.21 Punch List:** Upon completion of an initial punchlist, the Architect shall prepare the punch list in a spreadsheet format compatible with that of the CM. The punch list items shall be a part of the Certificate of Substantial Completion.

**2.7.22 Project Close-Out:** As part of Project close-out, the Architect shall forward to the Owner warranties and similar submittals required by the contract documents which have been received from the CM and/or any of the contractors, including the final payment application. With respect to each contractor's work that has been determined to be complete and meriting final payment, the Architect, CM, and Owner shall sign-off on a final certificate of completion ("Final Completion Certificate") in the form attached as part of **Exhibit 8**.

**2.7.23 Record Documents:** The Architect shall review the Contractor's as-built documents provided by the contractors to check whether they included all Change Orders, Field Instructions, etc. on these documents. The Architect shall transfer the Contractor mark ups to the original contract documents. The Architect shall provide the Owner with one (1) set of reproducible record documents (posted with all changes, and supplemental instructions), drawings, specifications, BIM model(s) and computer-aided design/drafting (CADD) system disks showing all significant changes to the drawings during the Construction Phase. Three (3) electronic copies shall be provided.

**ARTICLE 3**  
**ADDITIONAL SERVICES**

**3.1 GENERAL:** Subject to Section 2.1.1, the services described in this Article 3 are not included in Basic Services and shall be paid for by the Owner, as provided in this Agreement, in addition to the compensation for Basic Services. The services described under this Article 3 shall only be provided if authorized or confirmed in writing by the Owner.

**3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES:** If more extensive representation at the site than is described in Subsection 2.7.3 and 2.7.5 is required, the Architect shall provide one or more Project Representatives, with the reasonable approval of the Owner, to assist in carrying out such additional on-site responsibilities.

**3.2.1 Project Representatives:** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the contractors' work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement. The Project Representatives shall also work to solve problems that arise and keep the best interest of the Project in mind.

**3.2.2 Full-time On-site Representation:** If the Owner deems it necessary, in the best interest of the Project, the Owner shall direct the Architect to provide, as an Additional Service, a full-time on-site representative. A full-time on-site representative, if provided, shall further expedite the review of shop drawings and shall resolve field issues and problems of the CM and keep the best interest of the Project in mind. This person should have both design and construction experience. Owner shall provide working space, telephone, fax, Internet access & photocopying at no cost to the Architect.

**3.3 CONTINGENT ADDITIONAL SERVICES:** The services described below, if approved in writing by the Owner, shall be contingent additional services.

**3.3.1 Major Revisions:** Making major revisions in drawings, specifications or other documents when such revisions are:

**3.3.1.1** Inconsistent with written approvals or instructions previously given by the Owner;

**3.3.1.2** Required by the enactment of new codes, laws or regulations subsequent to the preparation of such documents; or

**3.3.1.3** Due to changes required as a result of the Owner's failure to render decisions within a time period reasonably specified by the Architect.

**3.3.2 Significant Changes:** Providing services required because of significant changes in the Project including, but not limited to, changes in size, quality, complexity, or the Owner's or CM's schedule, or the method of bidding or negotiating and contracting for construction, provided that the changes are not required as result of the Project being over the Construction Cost Limit, or as a result of the Architect not providing complete and accurate documents. Any modifications as a result of the Project being over Budget shall not constitute an additional service unless as stipulated in Section 2.1.5.

**3.3.3 Damage:** Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such work.

**3.3.4 Defects or Default:** Providing services made necessary by the termination or default of the CM or a contractor, or by major defects or deficiencies in the work of a contractor.

**3.3.5 Claims:** Providing services in evaluating an extensive number of claims submitted by a CM or others in connection with the work subject to the limitations set forth in Section 3.3.7(a) below.

**3.3.6 Legal Proceedings:** Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

**3.3.7 Architect's Failure to Perform:** Notwithstanding anything to the contrary in this Agreement: (a) Owner shall not be responsible to pay and the Architect shall not be entitled to receive compensation for any Contingent Additional Services if such services were required due to the fault of the Architect or the Architect's failure to perform in accordance with the terms of this Agreement; and (b) the services described in this Section 3.3 shall be deemed Additional Services only if the Architect can demonstrate to Owner that a direct and material increase in the Architect's costs has been incurred and caused by the Owner, the Owner's consultants, the CM or any of the contractors or subcontractors.

## **ARTICLE 4** **PERSONNEL**

**4.1 PROJECT STAFFING:** Except as hereinafter provided, the Architect shall staff the Project and render its services hereunder in strict accordance with the project staffing plan (the "Staffing Plan") attached hereto as **Exhibit 9**. The Architect shall not deviate from the Staffing Plan or increase or decrease its staff without first obtaining the prior written consent of the Owner in each instance, except that minor changes in staff which do not involve Key People (as defined in **Section 4.2** below), may be made without the prior written consent of the Owner so long as there is no increase in cost to the Owner as a result of such change. Each request for a staff change shall be accompanied by a resume and qualification package with respect to the proposed new staff member. If an increase in staff by Architect is required as a result of Architect's negligence or failure to properly perform its services hereunder, then the services of such staff shall be provided by Architect without cost and with no increase in Architect's Fee (hereinafter defined). Architect shall be responsible for all damages and other liabilities (including any which arise under the Client Agreement) to the extent caused by Architect's failure to properly staff the Project in accordance with the Staffing Plan. If an increase in the staff is required due to circumstances beyond the control of the Architect and the Architect has obtained the Owner's prior written approval for such additional staff, the Architect shall be compensated for such staff in accordance with **Article 12**).

**4.2 KEY PEOPLE:** Architect agrees that it shall assign Key Person(s) to this Project (the "Key People") as set forth in the Staffing Plan attached as **Exhibit 9** or as otherwise approved by the Owner; and that the Key People shall devote their time as necessary to the Project as may be appropriate to and consistent with full and timely performance of this Agreement by the Architect. Key People are principals and employees of the Architect that the Owner desires to be and remain assigned to the Project. The Architect agrees that the Key People shall not be removed from their responsibilities on this Project without the prior written consent of Owner, except in the event of death, disability or departure from the employment of Architect. All computations and other work performed by the employees of the Architect shall be adequately supervised by one or more of the Key People.

**4.2.1 Replacements:** If any of the Key People becomes unavailable to perform services in connection with the Project under this Agreement, the Architect shall provide the Owner with resumes and rates of compensation of possible replacements and the Owner shall have the opportunity to interview any such replacement candidates. The Architect shall not appoint any replacement without the prior written approval of the Owner, but shall promptly appoint the replacement approved by the Owner in writing.

**4.2.2 Re-Assignment:** The Architect shall not transfer or re-assign any of the Key People to other matters undertaken by the Architect without the prior written consent of the Owner. The Owner shall have the right to require that the Architect re-assign any of the Key People or any of the Architect's other personnel at the reasonable discretion of the Owner.

**4.2.3 Removal:** If the Owner determines that any of the Key People are not performing the job satisfactorily, the Owner shall have the right to direct that such individual(s) be replaced. The Architect shall provide the Owner with resumes and rates of compensation of possible replacements and the Owner shall have the opportunity to interview any such replacement candidates. The Architect shall not appoint any replacement without the prior written approval of the Owner, but shall promptly appoint the replacement approved by the Owner in writing.

**4.2.4 Consultants' Key People:** The Architect shall include a provision in all agreements with its consultants requiring each consultant to obtain the prior written approval of the Owner before the consultant assigns its Key People to the Project, and to include provisions relating to staffing substantially the same as those set forth in this Article 4.

SAMPLE



**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 that, subject to the approval of the Owner, 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.

SAMPLE



**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 INSUREDS:** 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.

SAMPLE

**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:

|                                  |           |
|----------------------------------|-----------|
| Preliminary Design               | \$        |
| Schematic Design                 | \$        |
| Design Development               | \$        |
| Construction Documents           | \$        |
| Bidding/Negotiating              | \$        |
| Construction Administration      | \$        |
| <hr/>                            |           |
| <b>Total Basic Compensation:</b> | <b>\$</b> |

**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 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.

SAMPLE

**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](http://www.elections.state.md.us/campaign_finance/index.html)

**14.11 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATION:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available by the Client for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Owner's rights or the Architect's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Architect and the

Owner from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Architect shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The Owner shall notify the Architect as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

**14.12 RECEIPT OF FUNDS AS CONDITION PRECEDENT:** The Architect also acknowledges that the Project will be paid for with funds appropriated by the State to the Client. As of the date of this agreement, the Owner has not received funds from the Client sufficient in amount to pay the Owner's obligations under this Agreement. Therefore, the Architect agrees that the Owner's receipt of funds from the Client is a condition precedent to the Owner's obligations to pay any sums hereunder.

**14.13 NOTICES:** All notices required or permitted to be given by one party to the other hereunder shall be in writing and shall be sent by certified U.S. Mail or commercial messenger receipt service, or shall be hand-delivered, as set forth in **Exhibit 17**. Either party may change its address for the purpose of receiving notices under this Agreement by written notice to the other party in the manner set forth above.

**14.14 GENERAL CONDITIONS:** Terms which are not defined in this Agreement shall have the same meaning as those in the General Conditions of the CM Construction Agreement provided to the Architect by Owner.

**14.15 INTEGRATED AGREEMENT:** This Agreement and the RFP included in **Exhibit 5** (unless modified by this Agreement) represent the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**14.16 NO JOINT VENTURE:** Architect acknowledges that Owner is not a partner or joint venturer of Architect and that Architect is not an employee or agent of Owner.

**14.17 HAZARDOUS MATERIALS:** Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances; provided, however, the Architect shall report to the Owner the presence and location of any hazardous material that an architect of similar skill and expertise should have noticed.

**14.18 OWNER APPROVAL:** Whenever provision is made herein or in the contract documents for the approval or consent of Owner, or that any matter be to Owner's satisfaction, such approval or consent shall be made by Owner in its sole discretion and determination unless another standard is expressly stated in that specific provision.

**14.19 HEADINGS:** The headings and captions of the Sections in this Agreement are inserted for identification purposes only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Agreement or any Sections hereof.

**14.20 TIME OF THE ESSENCE:** Time is of the essence in the performance of the obligations of the Architect under this Agreement.

SAMPLE

**This Agreement entered into as of the day and year first written above.**

**OWNER:**

Maryland Stadium Authority

---

Michael J. Frenz, Executive Director

**ARCHITECT:**

[FIRM NAME]

---

Name, Title

Approved as to form and legal sufficiency this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022:

---

Assistant Attorney General

**LIST OF EXHIBITS**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

- 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  
COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

To be determined per Section 3.3 of the RFP.

SAMPLE

**EXHIBIT 2**

**CONTRACTING STRATEGY  
COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

The Contracting Strategy will be Construction Manager at Risk.

SAMPLE

**EXHIBIT 3**

**PROJECT SCHEDULE**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

See pages X of the Technical Proposal dated [MONTH DD, YYYY].

SAMPLE



**EXHIBIT 4**

**BUDGET**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

The Total project budget is: To Be Determined.

SAMPLE

**EXHIBIT 5**

**REQUEST FOR PROPOSAL**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

Refer to attached Maryland Stadium Authority Request for Proposals – Architectural/Engineering Services, dated [MONTH DD, YYYY], together with:

- Addendum No. 1 thereto, dated [MONTH DD, YYYY]; and
- Addendum No. 2 thereto, dated [MONTH DD, YYYY].

SAMPLE

**EXHIBIT 6**

**PROPOSALS – TECHNICAL & FINANCIAL**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

Refer to the attached Technical, Financial, and BAFO Proposals dated:

SAMPLE

**EXHIBIT 7**

**SCHEDULE OF CONSTRUCTION COST**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

The Schedule of Construction Cost is: To Be Determined

SAMPLE

**EXHIBIT 8**

**MARYLAND STADIUM AUTHORITY  
351 W. Camden Street, Suite 300  
Baltimore, Maryland 21201**

**CERTIFICATE OF SUBSTANTIAL COMPLETION  
COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

**CONTRACT NO.:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_  
**CONTRACT NAME:** \_\_\_\_\_  
**PROJECT NAME:** Coppin State University Public Safety Facility

**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 Substantial Completion on:  
Date: \_\_\_\_\_  
Contr.: \_\_\_\_\_  
By: \_\_\_\_\_

**OWNER** agrees to this Certificate of Substantial Completion on:  
Date: \_\_\_\_\_  
Owner: \_\_\_\_\_  
By: \_\_\_\_\_

**EXHIBIT 8 - continued**

**MARYLAND STADIUM AUTHORITY  
351 W. Camden Street, Suite 300  
Baltimore, Maryland 21201**

**FINAL COMPLETION CERTIFICATE  
COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

**CONTRACT NO.:** \_\_\_\_\_ **CONTRACT DATE:** \_\_\_\_\_

**CONTRACT NAME:** \_\_\_\_\_

**PROJECT NAME:** Coppin State University Public Safety Facility

**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**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

See pages X of the Technical Proposal dated [MONTH DD, YYYY].

SAMPLE

**Exhibit 10**

**OWNER'S REPRESENTATIVES**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

1. Executive Director, Michael J. Frenz
2. Senior Vice President, Gary McGuigan
3. Vice President, Al Tyler
4. Project Manager, Cedric Lowe
5. Fiscal Officer, Dawn Abshire
6. Compliance Officer, Lisa Johnson
7. Project Coordinator, Malaika Damon
8. Principal Counsel, Cynthia Hahn

SAMPLE



**Exhibit 11**

**CONSTRUCTION MANAGEMENT AGREEMENT**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

See attached sample CM Pre-construction & Construction Management Agreements.

SAMPLE

**Exhibit 12**

**CONFIDENTIALITY/COPYRIGHT AGREEMENT AND ACKNOWLEDGMENT**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

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**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

See attached completed Attachment A – MBE participation schedule and solicitation affidavit.

SAMPLE

**Exhibit 14**

**DESCRIPTION OF ARCHITECT'S COMPENSATION**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

Refer to the attached Financial Proposal included in **Exhibit 6**.

SAMPLE

**Exhibit 15**

**STATE STANDARD OF TRAVEL REIMBURSEMENT**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

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.

SAMPLE

**Exhibit 16**

**CONTRACT AFFIDAVIT**  
**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

See attached Contract Affidavit.

SAMPLE

**Exhibit 17**

**NOTICES**

**COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

**TO OWNER:**

[Name]  
Maryland Stadium Authority  
351 West Camden, Suite 300  
Baltimore, MD 21201-8601  
Phone:  
Email:

**TO CLIENT:**

[Name]  
[Company]  
[Street Address]  
[City, State Zipcode]  
Phone:  
Email:

**TO ARCHITECT:**

[Name]  
[Company]  
[Street Address]  
[City, State Zipcode]  
Phone:  
Email:

**TO CONSTRUCTION MANAGER:**

[Name]  
[Company]  
[Street Address]  
[City, State Zipcode]  
Phone:  
Email:

**ATTACHMENT H**

**PRICING FORM**



**ATTACHMENT H - PRICING FORM  
ARCHITECTURAL ENGINEERING SERVICES  
COPPIN STATE UNIVERSITY PUBLIC SAFETY FACILITY**

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

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



**ATTACHMENT I**  
**CONTRACT AFFIDAVIT**

**Attachment N. Contract Affidavit**

**A. AUTHORITY**

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

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

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation -  domestic or  foreign;
- (2) Limited Liability Company -  domestic or  foreign;
- (3) Partnership -  domestic or  foreign;
- (4) Statutory Trust -  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business's policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
  - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)  
 \_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT J**  
**CORPORATE PROFILE**

**Consultant Corporate Profile**

**Firm Contact Information**

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

Federal ID Number: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Regional Office Address: \_\_\_\_\_

**Firm Background Information**

Year Firm Founded: \_\_\_\_\_

Is the firm MDOT MBE Certified? Yes/No

If certified, provide the certification number and minority status.

Primary Business / Service Provided: \_\_\_\_\_

Number of Years Performing Services: \_\_\_\_\_

Number Full Time Employees (Corporate / Regional Office): \_\_\_\_\_ / \_\_\_\_\_

Provide a brief narrative outlining the firm's history.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

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

| Volume | Annual Sales | Completed Projects | Largest Project |
|--------|--------------|--------------------|-----------------|
| 2018   | _____        | _____              | _____           |
| 2019   | _____        | _____              | _____           |
| 2020   | _____        | _____              | _____           |
| 2021   | _____        | _____              | _____           |

**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.

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**Failure to Complete**

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

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**Insurance**

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

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CONFIDENTIAL

**Prepared By:**

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

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

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

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

CONFIDENTIAL

**ATTACHMENT K**

**CAPACITY SUMMARY SHEET**

**CAPACITY SUMMARY SHEET FOR KEY MANAGEMENT AND PERSONNEL**

Name of Firm:

RFP Title:

In this table, your firm must include information for all key management and other personnel **(including subconsultants)** who were listed as part of the project team in the Work Plan. Please add rows as necessary.

| Name/Position Description<br>(must be consistent with<br>Financial Proposal) | Current and Projected Assignments | Value of Contract | Role on Current and Projected Assignments | NTP Date | Approx. Completion Date | Project on Schedule (Y/N) | Committed hours for the next 24 months | Identify issues which may affect individual's ability to perform the services described in this RFP. Indicate if a current project is high-priority/rush. If project is behind schedule, provide brief explanation. |
|--|-----------------------------------|-------------------|---|----------|-------------------------|---------------------------|--|---|
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          | <b>Total</b>            |                           | 0                                      |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          |                         |                           |  |   |
|  |                                   |                   |   |          | <b>Total</b>            |                           | 0                                      |   |