



**Maryland Stadium Authority
Request for Proposals**

**Preliminary Design Services
Ocean City Phase 2 – Indoor Outdoor Sports Complex**

Issue Date: July 9, 2024

NOTICE

Minority Business Enterprises are encouraged to respond to this Request for Proposal. Please refer to Section 1.20 of this RFP for information regarding the MBE submission and compliance requirements.

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

Request for Proposals

Preliminary Design Services

Ocean City Phase 2 – Indoor Outdoor Sports Complex

RFP Issue Date:	July 9, 2024
Procurement Officer:	Christian Kramer Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: 443-202-3885 E-mail: ckramer@mdstad.gov
Procurement Method:	Competitive Sealed Proposals
MBE Participation Goal:	25% overall with sub-goals of 7% for African-American firms and 10% for Women-Owned firms
Pre-Proposal Conference:	July 18, 2024 at 11:00am Local Time Registration link: https://us02web.zoom.us/meeting/register/tZMvcemr-rj8vH9agIQQV9llITwm6lALwTmT1
Site Visit:	Week of July 29 – August 2, 2024 Details to be provided via Addendum to this RFP
Question Due Date:	August 5, 2024 at 4:00pm Local Time Submission link: https://mdstad.sharefile.com/r-rc942d89479de490bb15ddb32fbc5a48
Proposal Closing Date and Time:	August 15, 2024 at 1:00pm Local Time Technical Proposal Submission link: https://mdstad.sharefile.com/r-rdb2bcfdd5635476db21edec7259caaf6 Financial Proposal Submission link: https://mdstad.sharefile.com/r-r2d2eab3fo2ba466a97120a05ef803c7f
Oral Presentations	September 5 – 6, 2024 Details to be provided to shortlisted Offerors

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SECTION 1
GENERAL INFORMATION

1.1 Summary Statement

The Town of Ocean City (“Ocean City” or “TOC”) has engaged MSA to provide support in the development of an Indoor Outdoor Sports Complex (“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 of this Request for Proposal (“RFP”).

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 that case, the Contract with the A/E selected through this solicitation may be modified to include the Project Design and Construction Administration services outlined in Section 3.4 of the RFP. The construction sequence of the Project Components will be determined during the preliminary design and early design phases.

1.2 Abbreviations and Definitions

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

- a. Agreement – The written contract (“Contract”) entered into by MSA and the selected Offeror responding to this RFP. The Agreement will include all MSA general terms and conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror’s proposal. For the purpose of this RFP, the terms Agreement and Contract are used interchangeably. A sample of the Agreement is attached to this solicitation as **Attachment G**.
- b. Architect/Engineer (“A/E”) – Means the Architect/Engineer Offeror selected pursuant to the requirements and procedures contained in the RFP.
- c. Client – Town of Ocean City (“Ocean City” or “TOC”).
- d. COMAR – Code of Maryland Regulations (available at <https://dsd.maryland.gov/Pages/default.aspx>).
- e. Construction Manager (“CM”) – A third party engaged by MSA to provide pre-construction and construction management services.
- f. Contract – see Agreement.
- g. Contract Administrator (“CA” or “Contract Manager”) – The MSA representative for this Agreement that is primarily responsible for contract administration functions, including issuing written direction, 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 and on 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. For the purpose of this RFP the terms Contract Administrator and Contract Manager are used interchangeably.

- h. eMMA – eMaryland Marketplace Advantage (available at <https://emma.maryland.gov>).
- i. 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 4.3.4.1.c.
- j. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland.
- k. MBE – Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
- l. MSA – Maryland Stadium Authority (available at <https://mdstad.com/>).
- m. MSA Business Hours – 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays or State closures.
- n. MSA Procurement Policies – MSA procurement policies and procedures (available at <https://mdstad.com/doing-business/contract-opportunities>).
- o. 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.
- p. Offeror – An individual or entity, regardless of legal status or organization, which submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
- q. Procurement Officer (“PO”) – The MSA representative responsible for this RFP.
- r. Project – The development of an Indoor Outdoor Sports Complex.
- s. Project Components – include the potential development of an Indoor Fieldhouse and an Outdoor Sports Complex as outlined in Attachment C.
- t. 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.
- u. Project Team – Includes the A/E, MSA, TOC, MSA’s CM and any other consultant or government agency MSA may engage.
- v. Proposal – The submissions provided by an Offeror in response to this RFP, including, but not limited to, the Technical Proposal, oral presentation materials, Financial Proposal and any technical clarifications and Best and Final Offer (“BAFO”), or other information that may be requested by the Procurement Officer.

- w. Proposal Closing Date and Time – (or “Proposal Due Date”) as identified in the Key Information Summary Sheet of the RFP or as amended via addendum.
- x. Request for Proposals (“RFP”) - This procurement solicitation, as amended.
- y. Selection Committee - The persons evaluating the Proposals, and recommending to the Procurement Officer which Offeror to select as the apparent awardee.
- z. State – The State of Maryland.

1.3 Agreement 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 Agreement Duration

The term of the Agreement will be for a period necessary to complete the scope of work, as agreed upon by MSA and the successful Offeror.

1.5 Procurement Officer

The sole point-of-contact for purposes of this RFP is the Procurement Officer listed in the Key Information Summary Sheet.

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

1.6 Contract and Project Manager

The Contract and Project Manager is:

Jonathon Irby
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 all potential Offerors. After Contract Award, MSA may change the Project Manager at any time by written notice to the successful Offeror.

1.7 e-Maryland Marketplace Advantage

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.

1.8 Pre-Proposal Conference

A virtual Pre-Proposal Conference (“Conference”) will be held on the date and time indicated on the Key Information Summary Sheet.

Please click on the registration link stated on the Key Information Summary Sheet for details regarding the Conference and to RSVP to the event.

1.9 Site-Visits

TOC has identified up to three (3) sites within 10 miles of the Town of Ocean City as the potential location for the Indoor Outdoor Sports Complex. Details regarding dates and times, and exact locations will be made available via addendum.

1.10 Questions

Questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the questions link no later than the date and indicated on the Key Information Summary Sheet.

In the document, 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 Due Date. Answers to all substantive questions that have not previously been answered, and are not clearly specific to the requestor, will be provided via addendum.

1.11 Proposal Closing Date and Time - Technical and Financial Proposals

To be considered, **Technical and Financial Proposals** shall be submitted via their respective ShareFile links no later than on the date and time indicated on the Key Information Summary Sheet. Requests for an extension of this date or time will not be granted.

Proposals not submitted in the manner indicated in this section and the Key Information Summary Sheet will be considered not responsive to this RFP and will be rejected.

Offerors shall allow sufficient electronic transmission time to ensure timely receipt of their proposal. Proposals received by MSA after the Proposal Due Date are not eligible for being selected for award and will be rejected. Proposals will not be reviewed publicly.

1.12 Oral Presentations

Short-listed Offerors will be required to make in-person Oral Presentations to the Selection Committee. Significant representations made by an Offeror during their Oral Presentation must be confirmed in writing. All such representations will become part of the Offeror’s Proposal and are binding if an Agreement is awarded as a result of this RFP.

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.

Oral Presentations are to be held on the days indicated on the Key Information Summary Sheet. Offerors shall state the availability of their proposed Key Personnel and Sub-Contractors for the dates provided in the Executive Summary of the Technical Proposal.

1.13 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.

1.14 Affidavits

1.14.1 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.

1.14.2 Corporate Diversity Affidavit (I) and (II)

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

1.14.3 Contract Affidavit

All Offerors are advised that if an Agreement 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 N** of this RFP. This Affidavit must be provided within five business days after notification of proposed Agreement 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 (<https://mdstad.com/doing-business/contract-opportunities>) 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

1. 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.
2. 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 4.3.3.2.
3. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice.
4. 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 BAFOs. 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:

1. In connection with a procurement contract, a person may not willfully:
 - a. Falsify, conceal, or suppress a material fact by any scheme or device;
 - b. Make a false or fraudulent statement or representation of a material fact; or

- c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
2. A person may not aid or conspire with another person to commit an act under subsection of this section.
3. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.20 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation.

1. 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. MBE goals for the construction phase will be determined prior to the bidding phase. All subcontractors named by the Offeror as part of their MBE Schedule must be certified with the Maryland Department of Transportation (MDOT).
2. Notwithstanding any subgoals established for this RFP, the Contractor 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.
3. 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.
4. An Offeror that does not commit to meeting the entire MBE participation goal(s) stated in this RFP 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.
5. If the Offeror fails to properly complete, sign, and submit **Attachment D-1A** at the time it submits its technical Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.
6. Attachments
 - a. Minority Business Enterprise instructions and forms are provided in **Attachment D** to assist Offerors.

- b. 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 sub-goals, 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, each MBE subcontractor's MDOT certification number and the North American Industry Classification System ("NAICS") code and product and service description of the work to be performed.
 - C. An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **Attachment 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 may determine that the Proposal is not reasonably susceptible of being selected for award.
- 7. Offerors are responsible for verifying that each MBE (including any MBE primes and MBE primes participating in a joint venture) selected to meet the goal and any sub-goals, 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.
- 8. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
 - a. Outreach Efforts Compliance Statement (**Attachment D-2**);
 - b. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**);
 - c. A copy of each sub-contract agreement, between the apparent awardee and any proposed MBE sub-contractor that the parties intend to enter into contingent upon the MSA's award of the prime contract. The sub-contract agreement must contain all necessary terms, including

pricing, required for the MBE to perform its proposed work and for the apparent awardee to pay the MBE for its work during the term of the agreement; and

- d. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable sub-goals.
 - e. Further, if the selected Offeror 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 award. If the Project has already been awarded, the award is voidable.
9. 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 <https://marylandmdbe.mdbecert.com/FrontEnd/searchcertifieddirectory.asp>. 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.
 10. 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.
 11. 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, and all of its amendments, shall be considered a part of the Agreement and are hereby expressly incorporated into the Agreement by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see **Attachment M**).
 12. The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent contract.

1.21 Incurred Expenses; Economy of Preparation

Neither MSA nor the Client is responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in

providing a demonstration or in performing any other activities relative to this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.22 Protests/Disputes

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

1. 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.
2. 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.

3. 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 TOC 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 sub-consultant 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 be able to 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 Agreement shall be clearly identified in the Executive Summary of the Technical Proposal, and shall be accompanied by the Offeror's proposed amended language to the requirements in question. 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.

1.42 Multiple Proposals

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

SECTION 2
OFFEROR QUALIFICATION AND EXPERIENCE

The Offeror shall clearly demonstrate in the Executive Summary of its Technical Proposal that as of the Proposal Closing Date and Time the Offeror meets the qualifications listed below. For each listed requirement, the Executive Summary shall include a reference(s) to the page number(s) in the Proposal where such evidence can be found:

1. Been in business for at least five (5) years;
2. Is an architectural/engineering firm that has members registered to practice in the State of Maryland;
3. Has experience in providing design services for Government and/or commercial clients;
4. Has substantial experience with community involvement during the planning and design phases of a project;
5. Has experience in innovative design methods to meet programmatic goals of building efficiencies, on-time delivery, cost containment, and value engineering strategies;
6. Has design experience related to the construction of athletic facilities at the collegiate level or above; and
7. Has the ability to meet the insurance coverage requirements outlined in the RFP.

NOTE: An Offeror meeting these requirements does not guarantee that the Offeror will be deemed responsible or have its Technical Proposal deemed acceptable.

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 stated in Section 1.1 of this RFP.

3.2 Scope Overview

The Town of Ocean City (hereinafter the “Ocean City”) has engaged MSA to provide Preliminary Design Services of an Indoor Outdoor Sports Complex (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 of this Request for Proposal.

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 outlined in Section 3.4 of the RFP. The sequence of construction of the Project Components will be determined during the preliminary design and early design phases.

3.3 Scope of Work – 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 Project design and ultimately, construction of the Project, as described in Attachment C of the RFP.

TOC has identified up to three (3) sites within 10 miles of the Town of Ocean City as the potential location for the Indoor Outdoor Sports Complex.

Preliminary design and engineering services for each Project Component include, but are not limited to, the following, as applicable:

1. Preliminary Design (10 to 15% Schematic Design)
2. Site Development/Planning
3. Infrastructure Analysis
4. Environmental Impact Analysis
5. Archaeological Impact Analysis
6. Geotechnical Analysis/Engineering
7. Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)
8. Value Engineering

9. Quality Assurance
10. Assisting MSA with Professional and Technical Service Procurements as requested.

3.3.1 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 TOC. The A/E will meet with TOC staff as many times as the parties deem necessary for the A/E to complete 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 requirements;
 - 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. Determine access requirements, including ADA compliance issues;
 - k. Determine technical, mechanical, electrical, security or other issues unique to use;
 - l. Understand TOC's objectives and goals for renovation and/or construction;
 - m. Understand TOC's project timetable and limits, criteria and requirements for project budget;
 - n. Understand other design criteria that may affect architectural design (i.e. accessibility, windows/natural lighting, and public versus private spaces); and

- o. Understand energy use standards.
- 5. The A/E shall provide status reports and updates on the progress of the preliminary design as requested by MSA.
- 6. The A/E and Project team shall meet on a regular basis to discuss the status reports and updates on the progress of the preliminary design.

3.3.2 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, TOC and the A/E.
- 2. The A/E shall provide scheduling services to produce a high-level project schedule for each Project component. Each schedule shall outline the major items of the work and clearly show the expected overall duration to complete the Work.

3.3.3 Cost Estimating

The A/E shall provide cost estimating services to produce a cost estimate for each Project Component.

3.3.4 Deliverables

Upon completion of the preliminary design phase, the A/E shall provide a minimum of two (2) hard copies and one electronic copy in PDF format of the documents produced as part of the preliminary design.

3.4 Scope of Work – Project Design & Construction Administration

If constructed, MSA will procure the services of a Construction Manager to provide Preconstruction and Construction Management services. In which case, the contract with the A/E may be modified to include the Project Design and Construction Administration services summarized in this section of the RFP, and further detailed in Article 2 of the Architect Design Agreement.

Samples of MSA’s Architect Design Agreement (**Attachment N**) and Construction Manager Agreement (**Attachment O**) are attached to this RFP.

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

- 1. Schematic Design Phase
 - a. Cost estimating
- 2. Design Development Phase
 - a. Cost estimating and reconciliation(s) with the CM’s cost estimate.
- 3. Construction Documents Phase
 - a. Cost estimating and reconciliation(s) with the CM’s cost estimate.

4. Bidding or Negotiating Phase
5. 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.

4.1.1 Step 1 – Submission of Technical Proposals

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

4.1.2 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.

4.1.3 Step 3 – Short-list and Oral Presentations

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

4.1.4 Step 4 – Short-list and Submission of Financial Proposals

After Oral Presentations, and based on achieved rankings, the Selection Committee will short-list firms to participate in the Financial Proposal phase of the procurement.

The Procurement Officer will request short-listed firms to provide the password to their Financial Proposal. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror’s Proposal not reasonably susceptible of being selected for award.

Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

4.1.5 Step 6 – Review of Financial Proposals

The Selection Committee will review Financial Proposals and rank the Proposals based on the overall proposed fee.

4.1.6 Step 5 – Recommendation for Award

The Offeror deemed to provide the most advantageous offer (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 upload the Technical and Financial Proposals to the submission links no later than the Proposal Closing Date and Time indicated in the Key Information Summary Sheet, as revised by any addendum.

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 be formatted so each page can be legibly printed in 8 1/2” x 11” format.

4.3 Volume I – Technical Proposal

Offerors shall submit Technical Proposals labeled “PD OC-Phase2 IO SC – VolII – OfferorShortName”. The Technical Proposal shall follow the format provided below.

4.3.1 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.

4.3.2 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 title 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.

4.3.3 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. Include a section providing the Offeror’s Point(s) of Contact concerning this RFP and Offeror’s Proposal;
2. Acknowledge the receipt of any amendments or addenda associated with this RFP;
3. Provide the Offeror’s tax identification number;

4. Identify any joint ventures at the time of submission, if any, and the roles these relationships will have in the performance of the Contract. Upon MSA's request, Offerors shall make available within 24 hours the joint venture scope of work documents and/or agreement;
5. Cross-reference each qualification requirement, identified in Section 2 of the RFP, with the location in the submission (section and page number) where the Offeror has demonstrated or documented that it meets the requirement;
6. Provide the Offeror's availability for Oral Presentations; and
7. Include a section detailing any exceptions the Offeror has taken to the requirements of this RFP, the sample Agreement, or any other exhibits or attachments. If an Offeror takes no exception, the Executive Summary shall so state. See Section 1.40.

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

4.3.4 Experience and Qualifications (Tab 1)

Sections 2 and 3 outline the requirements of this solicitation. The information below shall also be provided 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.
 - b. Organizational Chart (Attachment E, SF330, Section D):
 - A. Clearly identify the team member(s) that will attend design meetings and serve as the day-to-day contact for the proposed team(s).
 - c. Resumes of Key Personnel (Attachment E, SF330, Section E):

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.

 - A. Principal in Charge;
 - B. Project Manager;
 - C. Project Designer;
 - D. Civil Engineer;
 - E. Structural Engineer;
 - F. Geotechnical Engineer;
 - G. Mechanical Engineer;

- H. Electrical Engineer;
 - I. Plumbing Engineer;
 - J. Fire Protection Engineer;
 - K. Athletic Facility Event/Space Planning Consultant;
 - L. Athletic Playing Surface Specialist or Consultant;
 - M. Landscape Architect;
 - N. Telecommunications/IT Consultant;
 - O. LEED Consultant; and
 - P. Other Key Personnel the Offeror may deem appropriate
- d. Example Projects:
- For each Project Component illustrate experience and qualifications.
(Attachment E, SF330, Section F)
- A. Four (4) projects for the A/E;
 - B. Four (4) projects for the Athletic facility event/space planning consultant;
 - C. Four (4) projects for the athletic playing surface specialist or consultant;
 - D. Two (2) projects for the civil engineer;
 - E. Two (2) projects for the structural engineer;
 - F. One (1) project for the geotechnical engineer;
 - G. One (1) project for mechanical engineer; and
 - H. One (1) project for the electrical engineer.

4.3.5 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 Section 3.3 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 Related to the Indoor Fieldhouse:

Identify the three (3) most significant challenges to constructing a new Fieldhouse, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Offeror's approach to addressing each, including specific experience resolving similar challenges.

d. Project Challenges Related to the Outdoor Sports Complex:

Identify the three (3) most significant challenges to constructing a new Outdoor Sports Complex, in order of importance, based on the information made available in this RFP and the site visit(s). Provide a brief description of the Offeror's approach to addressing each, including specific experience resolving similar challenges.

4.3.6 Reserved

4.3.7 Other Required Submissions (Tab 3)

Offerors must submit the following items in the Technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**). The form must be completed by the Offeror and all joint venture partners (if applicable).
2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**). The form must be completed by the Offeror and all joint venture partners (if applicable). By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
3. A completed MBE Attachment D-1A (**Attachment D**).
4. Corporate Profile (**Attachment J**)
5. Capacity Summary Sheet (**Attachment K**)

6. Proof of insurance certifying the Offeror's ability to comply with the insurance requirements, as set forth in the sample Contract attached hereto in **Attachment G**. The Offeror shall demonstrate its ability to meet this requirement by providing:
 - a. A copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date; or
 - b. A statement from the Offeror's insurance carrier, on the carrier's letterhead, indicating the Offeror's ability to comply with the requirements set for the in **Attachment G**.
7. A completed Prime Contractor's List of All Subcontractors (**Attachment P**).
8. A completed Corporate Diversity Affidavit (**Attachment R**).

4.4 Volume II – Financial Proposal

Offerors shall submit password protected Financial Proposals labeled "PD OC-Phase2 IOISC – VolII – OfferorShortName".

Financial Proposals shall require a password to be opened, and shall be protected against involuntary editing.

After review of the Technical Proposals, the Procurement Officer will request the password to the Financial Proposal from short-listed Offerors only. Failure from the Offeror to provide the password within one (1) business day upon request by the Procurement Officer will deem the Offeror's Proposal not reasonably susceptible of being selected for award.

A sample copy of the Pricing Form is attached as Attachment H. Each Offeror submitting a Financial Proposal will also have to submit a copy of its current 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 Evaluation Criteria shall be given more weight than Financial Evaluation Criteria.

5.1.1 Technical Evaluation Criteria

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

1. Understanding of the Project and adequacy of the Work Plan presented to provide the proposed services.
2. Experience and qualifications of the Offeror and its Key Personnel, with specific emphasis on key personnel with similar projects.
3. Past Performance and References of Offeror.
4. Work Capacity of Offeror and Key Personnel.
5. Overall Quality of Submission.
6. Oral Presentation.

5.1.2 Financial Evaluation Criteria

Short-listed Offerors that are invited to submit a password to their Financial Proposal and that 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.

5.2 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:

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

5.3 General Selection Process

1. The Contract will be awarded in accordance with the competitive sealed proposals process under Section 3(C) of MSA's Procurement Policies.
2. 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.
3. 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.

5.4 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.

ATTACHMENTS

Attachments can be accessed via the following link:

<https://mdstad.sharefile.com/d-sa111cbdf74da4df5a9642aa7b3989dd8>

Attachment A	Bid/Proposal Affidavit
Attachment B	Conflict of Interest Affidavit and Disclosure
Attachment C	Project Information
Attachment D	MBE Instructions and Forms
Attachment E	Architect / Engineer Qualifications (SF330)
Attachment F	Staffing Plan
Attachment G	Sample Contract
Attachment H	Pricing Form
Attachment I	Contract Affidavit
Attachment J	Corporate Profile
Attachment K	Capacity Summary Sheet
Attachment L	Reserved
Attachment M	MBE Search Factors
Attachment N	Reserved
Attachment O	Reserved
Attachment P	Prime Contractor's List of ALL Subcontractors
Attachment Q	Reserved
Attachment R	Corporate Diversity Affidavits

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):

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).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

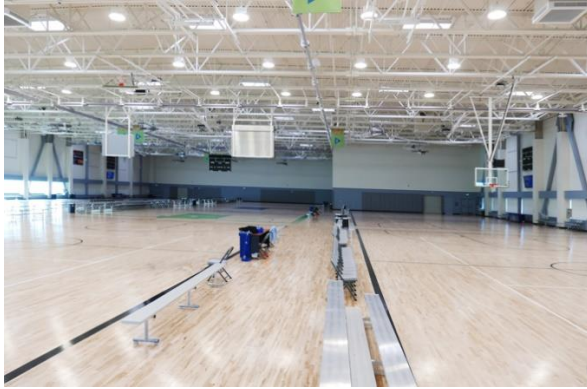
ATTACHMENT C
PROJECT INFORMATION

ATTACHMENT C.1

**MARKET AND ECONOMIC ANALYSIS FOR AN INDOOR FIELDHOUSE
AND FIELD COMPLEX IN OCEAN CITY, MARYLAND**

BY CROSSROADS CONSULTING, DATED NOVEMBER 2021

Market And Economic Analysis for an Indoor Fieldhouse And Outdoor Field Complex in Ocean City, Maryland



Presented to:
Maryland Stadium Authority

Presented by:
 **CROSSROADS**
CONSULTING

Final Report

Original Completion Date: January 2020
Report Release Date: November 2021*

*Although the research and analysis conducted for this study was completed prior to January 2020, issuance of the final deliverable was delayed by the Town of Ocean City until November 2021 due to the COVID-19 pandemic. As such, this report does not reflect any market changes that occurred after January 2020, including impacts associated with COVID-19.

January 31, 2020

Mr. Al Tyler, Vice President, Economic Development
Maryland Stadium Authority
Capital Projects Development Group
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Dear Mr. Tyler:

Crossroads Consulting Services LLC has completed its market and economic analysis related to a proposed new outdoor field complex and indoor fieldhouse in or near the Town of Ocean City, Maryland. This report summarizes our findings and principal conclusions from the research and analysis completed prior to the date of this report letter.

The findings contained in the report reflect analysis of information provided by secondary sources including, but not limited to, data obtained from the Town of Ocean City. We have utilized sources that are deemed to be reliable but cannot guarantee their accuracy. All information provided to us by others was not audited or verified and was assumed to be correct. We have no obligation, unless subsequently engaged, to update our report or revise the information contained therein to reflect events and transactions occurring after the date of this report.

In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by Maryland Stadium Authority management and may not be relied upon by any party for any purpose, including financing. Notwithstanding these limitations, it is understood that this document may be subject to public information laws and, as such, can be made available to the public upon request.

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

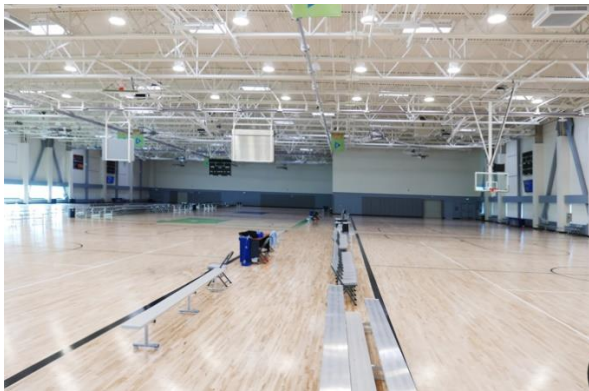
We have enjoyed serving you on this engagement and look forward to the opportunity to provide you with continued services.

Sincerely,

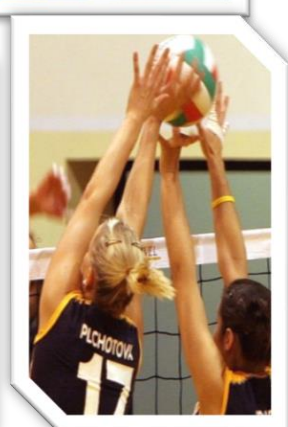
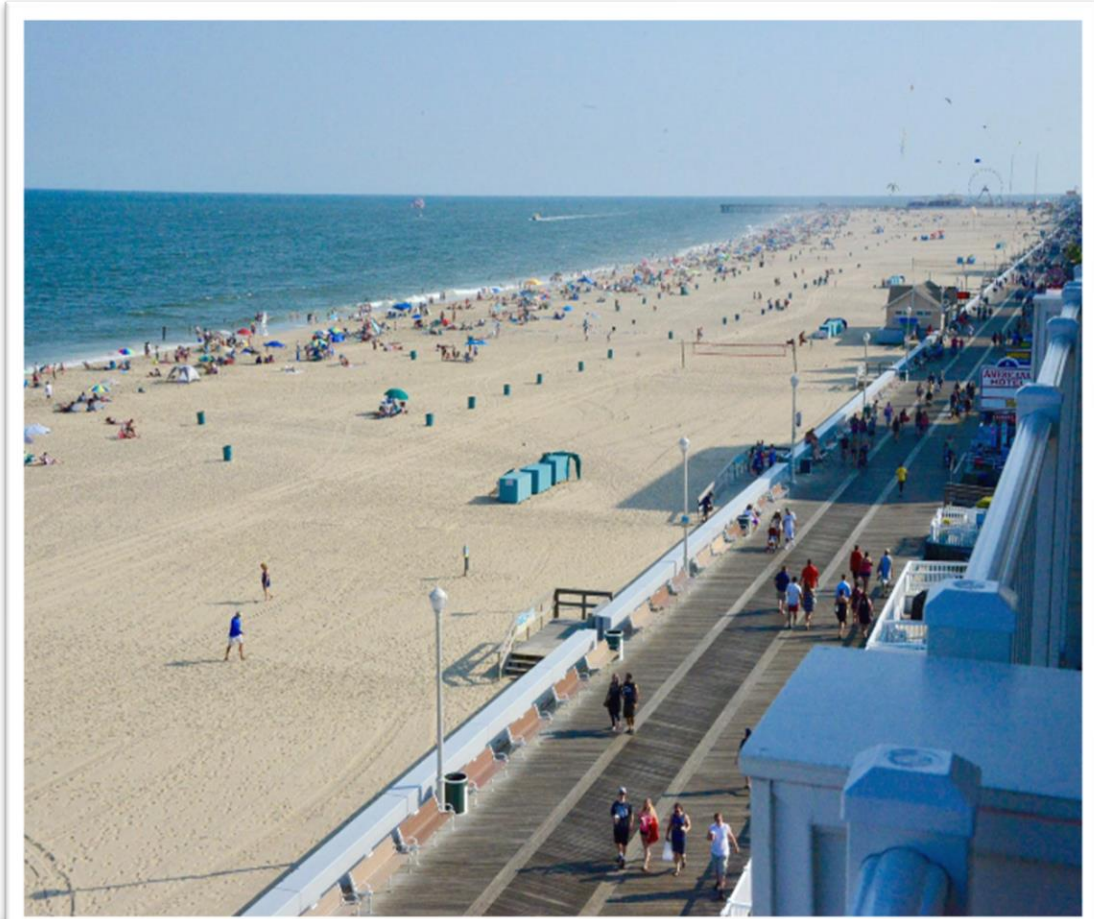
Crossroads Consulting Services LLC

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1. INTRODUCTION



PROJECT BACKGROUND

Located in Worcester County, Maryland, the Town of Ocean City (TOC) is widely considered a tourist destination due to the many events and amenities it offers, including approximately 10 miles of public beaches.

In 2017, MGH Advertising Inc. (MGH) conducted research for the TOC to better understand the TOC's visitor vacation habits and preferences as well as perceptions of the TOC. There were more than 6,780 qualified responses (defined as respondents who said they have visited the TOC who are not residents) to the online survey. The study found that most respondents have been coming to the TOC for more than 20 years and are likely to visit several times per year. Although summer is the most popular season, more respondents indicated that they visit during the off-season (particularly in the fall) compared to two years ago. Most visitors stay at a hotel, motel or bed & breakfast, and many rent condos or houses as opposed to staying at a camping/RV park or with family or friends. Survey results also indicated that 50% of respondents with children involved in organized sports say their children's sports tournaments may impact when and where they go on vacation. Results also indicated that most respondents perceived the TOC as a fun and safe destination with activities for all generations. In addition to the beach, respondents indicated that festivals and fairs were the primary reason to visit the TOC. A smaller percentage of respondents cited motor, arts, golf and fishing events as well as youth sports tournaments as other reasons to visit the TOC. In addition to clean beaches, respondents indicated that affordable accommodations were a deciding factor when choosing their vacation destination. Respondents ranked Myrtle Beach as the most popular alternative beach vacation destination.

As stated in the Ocean City Tourism Strategic Plan, Ocean City Tourism's mission includes promoting the TOC as a premiere vacation destination, increasing visitors and generating positive economic impact. The four goals identified in the 2019 update are: 1) Stay centered: protect and preserve Ocean City's core values; 2) Become Maryland's amateur sports destination; 3) Enhance the Ocean City experience; and 4) Expand tourism.

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

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

Communities throughout the U.S. have recognized the economic benefits associated with hosting sports competitions/tournaments. In recent years, multiple indoor and outdoor sports complexes have been developed throughout the country with the use of public funds due, in part, to the ability of these venues to generate economic activity at area businesses and tax revenues for local and State entities. To maximize resources, communities are increasingly seeking projects that better respond to the anticipated long-term needs of area residents and attract out-of-town visitors. As such, many communities choose to pursue sports complexes.

Within the TOC, most sports tournament activity currently occurs at the Ocean City Convention Center (OCCC) and the Northside Park Recreation Complex (Northside Park). The OCCC offers a total of 214,000 square feet (SF) of indoor space throughout several exhibit halls, a ballroom and 21 meeting rooms. The OCCC also features a 1,200-seat Performing Arts Center which hosts a variety of concert/entertainment events. The OCCC is set to undergo an expansion that will add 30,000 SF of exhibit space, restrooms and meeting spaces. Sporting events/competitions currently held at the OCCC include, but are not limited to, cheerleading, dance, volleyball and gymnastics. Based on information from management, the OCCC hosted 10 sport events/competitions in FY 2019 that attracted approximately 122,200 total attendees.

Northside Park is the TOC's largest park facility. The 58-acre complex houses a Community Center with a 14,200 SF gymnasium as well as a kitchen, community room and conference room. In addition, the center features a 21,000 SF multi-sports arena. The Park also includes three outdoor lighted softball/baseball fields, a lighted soccer field, a multi-purpose field, concession stands, playgrounds and walking/jogging paths. The Park hosts a variety of indoor and outdoor sporting events such as soccer, volleyball, martial arts, basketball, flag football, softball and baseball. In 2019, the Park was scheduled to host approximately 50 sporting events encompassing 94 event days. These events were estimated to draw approximately 32,500 participants.

Various stakeholders have identified market demand opportunities for additional sports activity in the TOC that cannot currently be accommodated due to space and/or date availability. Consistent with its strategic planning efforts and broader industry trends, it is our understanding that the TOC wants to explore the merits of developing an outdoor field complex and an indoor fieldhouse in order to expand sports-related tourism and enhance the TOC's reputation as Maryland's amateur sports destination.

PURPOSE OF THE STUDY

Given this backdrop, the Maryland Stadium Authority (MSA) and the TOC retained Crossroads Consulting Services LLC (Crossroads Consulting) to conduct a market and economic analysis that assesses the merits of developing and operating a new outdoor field complex and a new indoor fieldhouse to enhance sports tourism.

Crossroads Consulting completed a market and economic analysis for a proposed new outdoor field complex in Worcester County (County) in 2017. Market research conducted as part of that study effort indicated demand for a new outdoor sports complex that offers minimum of eight tournament-quality, multi-purpose, rectangular fields with associated patron amenities and supporting infrastructure. The study also noted the increasing supply of similar facilities in the region as a potential threat. The study was non-site specific other than being in the County.

Based on the timing of that study, the portion of this market and economic analysis related to the proposed new outdoor field complex is intended to serve as an update that reflects changes in market conditions such as the competitive supply of facilities as well as the shift in potential site location to in or near the TOC.

Although these projects could potentially be located proximate to each other, this analysis is non-site specific. Further, while several research tasks were conducted simultaneously, the proposed outdoor field complex and indoor fieldhouse were evaluated separately.

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

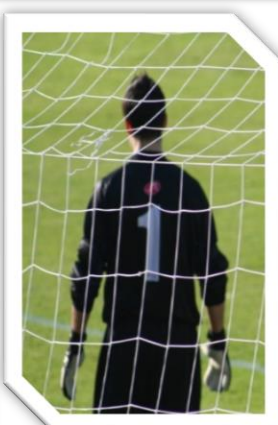
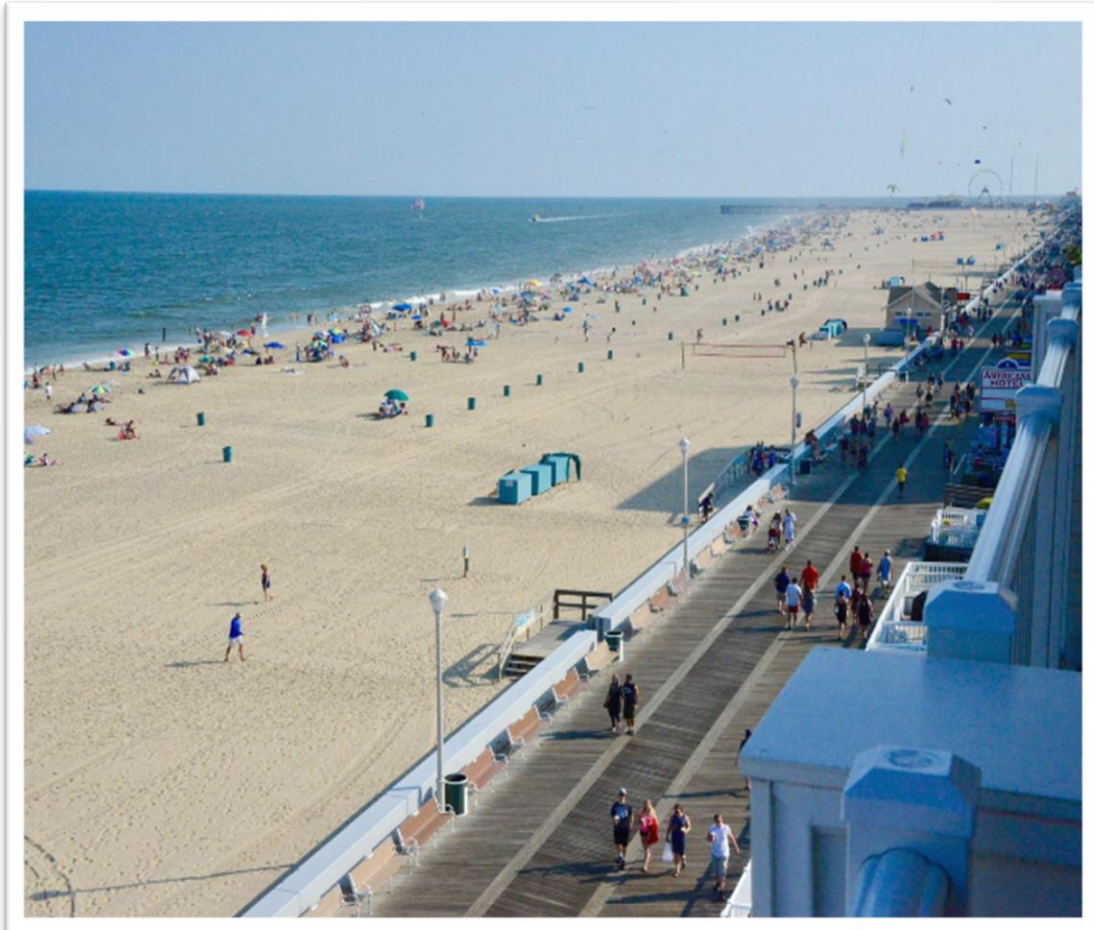
The conclusions outlined in this study are only one factor that the MSA and the TOC should consider in their strategic planning efforts. The research and analysis contained in this report are intended to allow the MSA and the TOC to draw their own informed conclusions regarding the viability associated with future development of a new outdoor field complex and a new indoor fieldhouse.

WORK PLAN

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

- Met with client representatives to develop an understanding of the background, history and key issues related to the study; confirm the study scope and objectives; review existing data related to the project; and discuss the project schedule.
- Obtained feedback from area stakeholders regarding potential market opportunities and potential challenges to development and sustainability of the proposed sports facilities.
- Analyzed local market attributes including demographic and socioeconomic metrics, area employment, accessibility, hotel statistics, area amenities and tourism statistics.
- Profiled the supply of existing and planned facilities in the area.
- Analyzed information from secondary sources regarding historical sports activity occurring in the TOC and the surrounding area.
- Summarized sports participation trends based on a national database.
- Conducted market surveys and interviews with area scholastic and collegiate programs; State, regional and national youth and adult amateur sports organizations; and event producers of various unique athletic events.
- Analyzed building program attributes and operating data from a select number of comparable/competitive facilities.
- Identified market-related strengths/opportunities and challenges/threats associated with the proposed outdoor field complex and indoor fieldhouse.
- Developed preliminary building program recommendations for the proposed indoor fieldhouse as well as an order-of-magnitude estimate of the required size (i.e. acreage for the outdoor field complex and square footage/acreage for the indoor fieldhouse).
- Developed an estimate of potential usage/event activity, economic impacts and tax revenues associated with ongoing operations of the proposed outdoor field complex and indoor fieldhouse.

2. EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

This section provides a summary of key findings related to the proposed new outdoor field complex and indoor fieldhouse based on the research and analysis conducted as part of this study effort. The information presented in this executive summary is extracted from the more detailed report. As such, it is important for the reader to review this report in its entirety to gain a better understanding of the research, methodology and assumptions used.

PROPOSED NEW OUTDOOR FIELD COMPLEX

Consistent with the study completed in 2017, market research suggests that demand exists for a new outdoor field complex in/near the TOC that offers a critical mass of tournament quality, multi-purpose rectangular fields with associated patron amenities and supporting infrastructure. If developed, this facility would allow the TOC to attract new sports tournaments/competitions that generate significant economic and fiscal impacts to the area. The proposed outdoor field complex could serve a diverse set of demand generators at varying levels of competition. Offering multi-purpose fields will allow the facility to host multiple sports such as soccer, lacrosse, rugby and ultimate (also and originally known as ultimate frisbee) that mitigates the reliance on any one sport. The proposed outdoor field complex also creates the opportunity for local and State organizations such as Maryland Sports to develop new sports tournament activity.

With that said, the supply of comparable facilities is continuing to increase both regionally and nationally. The Mid-Atlantic Youth Sportsplex (MAYS) is contemplating the expansion of its current facilities to create a 25-field complex, which may include both diamonds and rectangular fields. If the TOC decides to move forward with the proposed new outdoor field complex, timing of development will be important. The growing supply of similar outdoor sports facilities in the region needs to be closely monitored to avoid market saturation. In addition, site location will be an important factor relative to attracting tournaments/competitions that generate non-local attendees and related economic activity.

Based on the market research conducted as part of this analysis, the following summarizes key recommended preliminary program elements for the proposed new outdoor field complex. A more comprehensive recommended building program is in Section 4 of this report.

- A minimum of 8 to 10 tournament-quality, multi-purpose fields to accommodate competitive field sport events such as soccer, lacrosse, rugby, ultimate, etc.
 - A combination of natural-grass and turf fields should be considered
- Open space for team gathering and warm-up areas for players
- Designated space designed for a “tournament central” area
- Support areas and amenities including concessions, restrooms, Wi-Fi access that can support streaming, administrative office space for staff and tournament promoters, maintenance facility, on-site storage space, on-site parking, etc.

Based on industry experience, it is estimated that the program outlined above would require a minimum of approximately 36 to 45 acres (approximately 4.5 acres per field needed for fields/support space).

Based on market research, the proposed outdoor field complex is estimated to host 18 to 22 tournaments annually that generate between 204,750 and 250,250 total attendee days from sports such as soccer, lacrosse, ultimate, field hockey, rugby, etc. in a stabilized year of operations. Approximately 90% of event activity is estimated to be net new to the TOC and 70% is estimated to be net new to the State. Further, annual net new hotel room nights generated from tournament activity are estimated to range from 39,300 to 48,000 in the TOC, of which 34,400 to 42,000 are estimated to be net new in the State.

Ongoing operations of the proposed outdoor field complex are estimated to generate the following annual new economic impacts in a stabilized year of operations:

Proposed Outdoor Field Complex in the Town of Ocean City Estimate of Annual New Economic Impacts From Ongoing Operations (Stabilized Year)					
Category	Town of Ocean City		State of Maryland		
	Range		Range		
Output					
Direct Spending	\$22,100,000	- \$27,000,000	\$19,400,000	-	\$23,700,000
Indirect & Induced Spending	\$10,100,000	- \$12,300,000	\$14,300,000	-	\$17,500,000
Total Output	<u>\$32,200,000</u>	- <u>\$39,300,000</u>	<u>\$33,700,000</u>	-	<u>\$41,200,000</u>
Total Jobs (Full-Time & Part-Time)	380	- 460	340	-	420
Total Earnings	\$11,500,000	- \$14,000,000	\$12,500,000	-	\$15,200,000

Notes: Local and State amounts are not additive.

Total jobs represent full-time and part-time positions sustained on an annual basis as defined on page 71.

Annual new tax revenues generated from ongoing operations of the proposed new outdoor field complex are estimated to range from \$0.5 million to \$0.6 million at the local level and from \$2.0 million to \$2.4 million at the State level.

PROPOSED NEW INDOOR FIELDHOUSE

The market analysis indicates relatively strong demand exists for a new indoor fieldhouse in/near the TOC. Market research, including input from potential users, suggests that a first-class facility with a minimum of eight (8) full basketball courts and other related supporting infrastructure should place the TOC in a favorable position to attract new indoor sporting tournaments/competitions that increase visitation in non-peak months. Despite certain market shortcomings such as the lack of direct interstate access and direct flights at the Salisbury-Ocean City Wicomico Regional Airport, the TOC is considered an established, highly desirable destination by many event promoters given its beach location and the amount and diversity of overnight accommodations.

As with the proposed outdoor field complex, a new indoor fieldhouse would face several market challenges such as direct competition from local indoor sports facilities such as Crown Sports Center as well as regional facilities including Spooky Nook Sports, Maryland SoccerPlex & Discovery Sports Center, Boo Williams Sportsplex, Virginia Beach Fieldhouse and the Virginia Beach Sports Center when it opens. Given the increasing supply of indoor facilities focusing on sports tourism, it will be important for the TOC to offer a facility that seeks to differentiate itself from competitors with its building program, design elements, supporting amenities and infrastructure as well as service levels.

Based on the market research conducted as part of this analysis, the following summarizes key recommended building program elements for the proposed new indoor fieldhouse. A more comprehensive recommended building program is in Section 5 of this report.

- A critical mass of competitive floor space for various sports to accommodate a minimum of eight (8) to 10 tournament-quality basketball courts (or 16 to 20 volleyball courts)
 - Space for team gathering areas and warm-ups
 - A minimum ceiling height of 30 feet
- Flexible design that is divisible (including court dividers) and can accommodate multiple, simultaneous events
- Spectator seating ranging between 1,000 and 3,000 for a championship court setting attained through a combination of retractable seats and temporary bleachers
- Consistent lighting for all floor spaces/courts
- Sufficient and convenient on-site parking
- Scoreboards and timing systems on each court
- Support areas and amenities including lobby, meeting/team rooms, offices, mechanical/electrical rooms, concessions, restrooms, storage, circulation, merchandise areas, locker rooms, lounges, Wi-Fi service that can support streaming and public address system throughout the facility

Based on industry experience as well as building programs at comparable facilities, it is estimated that the building program outlined above would require approximately 105,000 SF to 125,000 SF of gross enclosed space. Including adequate parking, it is estimated that development of the indoor fieldhouse would require approximately seven (7) to 10 acres of land depending on the actual building concept developed.

Based on market research, the proposed indoor fieldhouse is estimated to host 32 to 38 tournaments annually that generate between 183,525 and 216,225 total attendee days from sports such as volleyball, basketball, wrestling, martial arts, cheer, dance, etc. in a stabilized year of operations. Approximately 90% of this event activity is estimated to be net new to the TOC and 70% is estimated to be net new to the State. Annual net new hotel room nights generated from tournament activity are estimated to range from 35,200 to 41,500 in the TOC, of which between 30,800 and 36,300 are estimated to be net new in the State.

Ongoing operations of the proposed indoor fieldhouse are estimated to generate the following annual new economic impacts in a stabilized year of operations:

Proposed Indoor Fieldhouse in the Town of Ocean City						
Estimate of Annual New Economic Impacts Generated from Ongoing Operations (Stabilized Year)						
Category	Town of Ocean City			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$20,200,000	-	\$23,800,000	\$17,800,000	-	\$21,000,000
Indirect & Induced Spending	9,200,000	-	10,800,000	13,300,000	-	15,500,000
Total Output	<u>\$29,400,000</u>	-	<u>\$34,600,000</u>	<u>\$31,100,000</u>	-	<u>\$36,500,000</u>
Total Jobs (Full-Time & Part-Time)	340	-	400	310	-	370
Total Earnings	\$10,400,000	-	\$12,300,000	\$11,500,000	-	\$13,500,000

Notes: Local and State amounts are not additive.

Total jobs represent full-time and part-time positions sustained on an annual basis as defined on page 71.

Annual new tax revenues generated from ongoing operations of the proposed new indoor fieldhouse are estimated to range from \$0.5 million to \$0.6 million at the local level and from \$1.8 million to \$2.1 million at the State level.

KEY ASSUMPTIONS USED TO DEVELOP ESTIMATES OF USAGE AND ECONOMIC AND FISCAL IMPACTS FOR BOTH PROPOSED FACILITIES

- The facility is developed in the TOC and is proximate to amenities such as hotels, restaurants, retail, entertainment, etc.
- The facility meets the recommended building program outlined in this report.
- The facility is designed and constructed to be a high-quality tournament facility that is competitive with industry leading facilities.
- The selected site is adequate in terms of visibility, ingress and egress, parking, safety and other similar issues.
- The facility is owned by the TOC and staffed with personnel who specialize in managing similar facilities and a high level of customer service is provided.
- Booking is primarily focused on events that generate room nights and economic impact.
- The facility is aggressively marketed by established tourism agencies at the local and State levels.
- Cooperative coordination will occur amongst facility management and tourism/hospitality stakeholders at the local and State levels.
 - Hotels will actively support sports tourism initiatives by providing access to room blocks to support participants year-round, including summer; adjusting the required minimum stay lengths to accommodate tournament participant needs; and working with promoters that utilize a stay-to-play model.
- No other similar, competitive facility is built or expanded in the region other than those noted in the study.

POTENTIAL NEXT STEPS FOR EITHER OR BOTH PROPOSED FACILITIES

Should the TOC decide to move forward with either or both proposed projects, typical next steps in the development planning process include:

- Selecting and obtaining a site that can accommodate the required programmatic elements
- Preparing a detailed building program, development costs, and development schedule as well as conceptual floor and site plans based on the selected site location
- Updating estimates of economic and fiscal impacts to reflect the selected site location
- Solidifying an operating strategy for the facility that includes a management team with extensive experience booking, marketing and servicing the target market as well as a well-defined mission statement, booking policy and rate structure
- Developing a solid, sustainable financial plan that addresses both ongoing operational needs and long-term capital improvement needs
- Creating a funding plan that covers development costs, which may include both public and private sector partners

3. LOCAL MARKET CONDITIONS



LOCAL MARKET CONDITIONS

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

DEMOGRAPHIC AND SOCIOECONOMIC STATISTICS

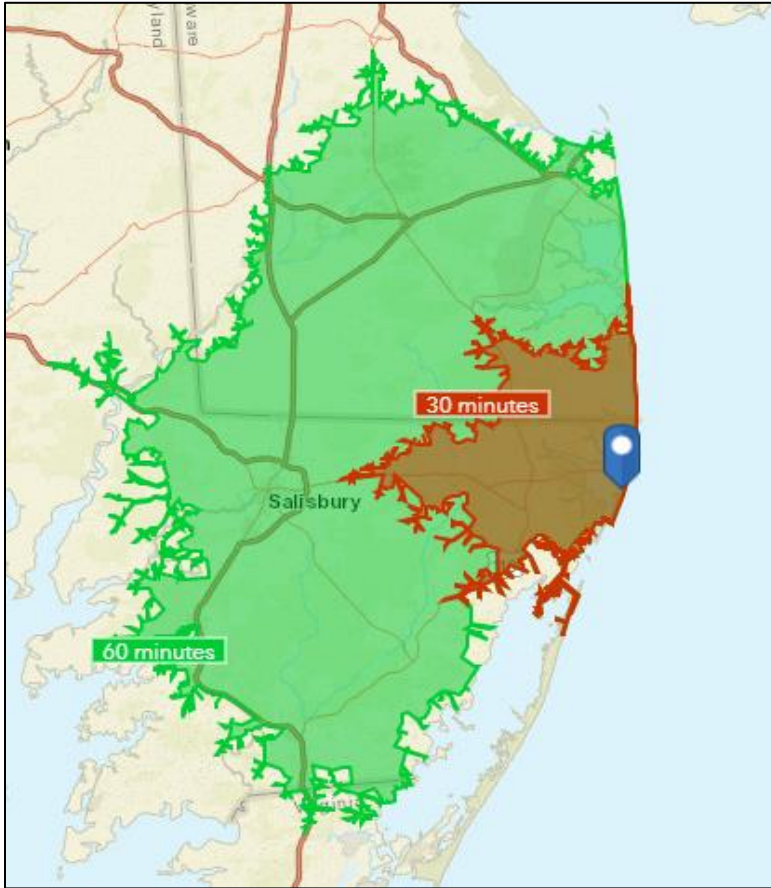
Demographic and socioeconomic indicators are pertinent to assessing demand for participant and spectator-oriented sports activities for several reasons. Event activity at the proposed new facilities is anticipated to be diverse and include multiple sports. Depending on the scope and nature of the event,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

Demographic data, including population, households, age distribution and income characteristics, is shown for multiple areas including a 30-, 60-, 120- and 180-minute drive time (collectively referred to as "target markets"). In addition, for comparative purposes, demographic data is shown for Worcester County, the State of Maryland and the U.S. It is likely that individuals within a 30-minute drive time would participate in league games, practices and other related sports activity, while individuals participating in tournaments/competitions are likely to travel from further distances. Industry research indicates that many sports participants are willing to drive three or more hours to compete in regional and national tournaments.

The following pages provide analysis of key demographic/socioeconomic attributes within each of the profiled markets as well as maps of the 30-, 60-, 120- and 180-minute drive times to illustrate the range of these potential target market areas. A 180-minute drive time from the TOC includes portions of major markets including Baltimore, Washington, D.C. and Philadelphia, and illustrates the breadth of the potential broader sports market. These profiled markets are not intended to directly correlate to potential market demand but rather to illustrate the characteristics of the market within which the proposed outdoor field complex and indoor fieldhouse would operate.

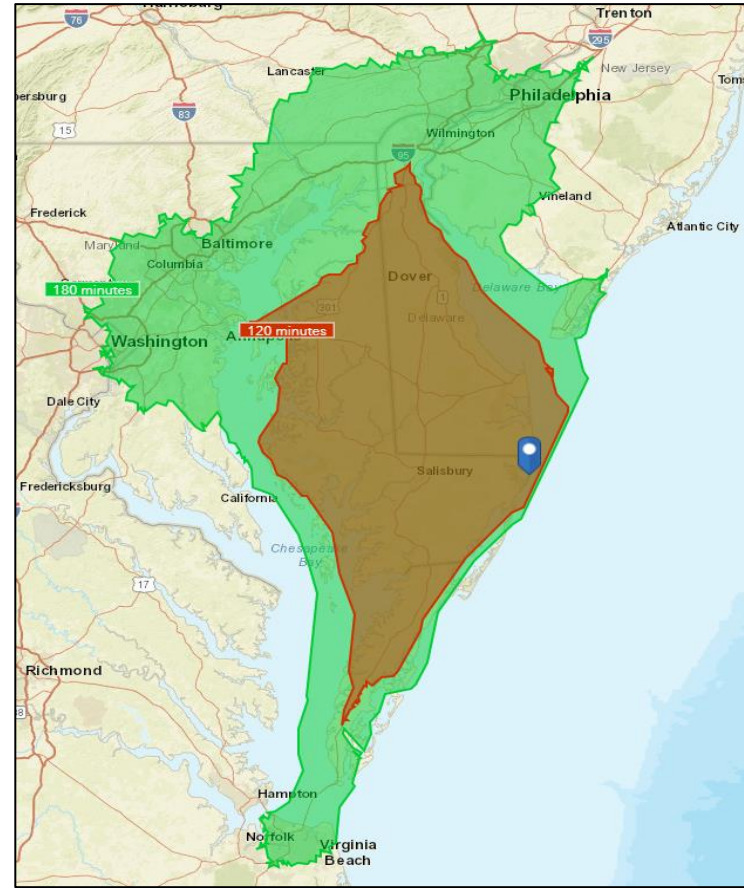
As a point of reference, Worcester County is part of the Salisbury, MD-DE Metropolitan Statistical Area (MSA) which also consists of Wicomico County in Maryland and Sussex County in Delaware. An MSA contains at least one core urban area of 50,000 or more inhabitants. Each metropolitan area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration with the urban core.

Map of 30- and 60-Minute Drive Time



Source: Esri.

Map of 120- and 180-Minute Drive Time



Population

Population serves as a base from which the proposed outdoor field complex and indoor fieldhouse could draw attendance and other forms of support. In 2019, the 30-, 60- and 120-minute drive times had populations of 64,500; 367,070; and 850,912, respectively. As a point of reference, the Salisbury MSA had a population of 428,067 in 2019, which is relatively similar to that for the 60-minute drive time. The 180-minute drive time had a population of approximately 9.2 million and, as previously mentioned, reaches outside the State of Maryland. The large population within this market area provides an opportunity to draw out-of-town visitors to larger tournaments/competitions. Population within each of the profiled drive-time markets is expected to increase from 2019 to 2024. The 2019-2024 projected annual growth rates of the 30-, 60- and 120-minute drive times are expected to outpace that for the State and the U.S., while the projected growth rate within the 180-minute drive time is expected to outpace the State but increase at a slightly slower rate than the U.S. The County's projected annual growth rate from 2019 to 2024 is minimal (0.06%).

Total Population							
Population Summary	Worcester County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
2000 Total Population	46,543	50,910	269,045	626,222	8,154,816	5,296,486	281,421,906
2010 Total Population	51,454	59,524	321,306	759,189	8,656,157	5,773,552	308,745,538
2019 Total Population	51,781	64,500	367,070	850,912	9,203,482	6,120,651	332,417,793
2024 Total Population	51,934	67,395	391,484	903,270	9,489,431	6,299,601	345,487,602
2000-2010 Annual Growth Rate	1.06%	1.69%	1.94%	2.12%	0.61%	0.90%	0.97%
2010-2019 Annual Growth Rate	0.07%	0.93%	1.58%	1.34%	0.70%	0.67%	0.85%
2019-2024 Annual Growth Rate (Projected)	0.06%	0.88%	1.30%	1.20%	0.61%	0.58%	0.77%

Source: Esri.

Number of Households

The table below illustrates the number of households within each of the profiled market areas. Other than the 180-minute drive time, the projected 2019 to 2024 annual growth rate in households for the other three target markets is expected to outpace that for the State and the U.S. The projected annual growth rate within the 180-minute drive time is slightly higher than that for the State but slightly lower than that for the U.S. As with population, the County's projected annual growth rate from 2019 to 2024 is minimal (0.06%).

Number of Households							
Household Summary	Worcester County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
2000 Total Households	19,694	22,236	105,667	241,612	3,106,770	1,980,859	105,480,101
2010 Total Households	22,229	26,437	127,106	292,174	3,327,246	2,156,411	116,716,292
2019 Total Households	22,374	28,517	145,271	326,342	3,528,069	2,271,649	125,168,557
2024 Total Households	22,440	29,768	155,044	345,998	3,635,791	2,332,895	129,922,162
2000 -2010 Annual Growth Rate	1.29%	1.89%	2.03%	2.09%	0.71%	0.89%	1.07%
2010 -2019 Annual Growth Rate	0.07%	0.87%	1.59%	1.30%	0.67%	0.59%	0.80%
2019 -2024 Annual Growth Rate (Projected)	0.06%	0.86%	1.31%	1.18%	0.60%	0.53%	0.75%

Source: Esri.

Age Distribution

The distribution of the population by age is useful to understand as different events are targeted toward attendees within specific age groups. Individuals under the age of 18 years old are a popular target market for participants in sports tournaments/competitions. Approximately 21% of the population within a 120- and 180-minute drive time is under the age of 18 years old.

Age Distribution							
2019 Population by Age	Worcester County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
Age 0-4	4.0%	3.8%	5.0%	5.5%	5.7%	5.6%	6.0%
Age 5-9	4.4%	4.2%	5.2%	5.8%	5.9%	6.0%	6.1%
Age 10 - 14	4.8%	4.5%	5.3%	5.9%	6.1%	6.4%	6.3%
Age 15 - 24	8.9%	7.7%	11.8%	11.8%	13.0%	12.5%	13.0%
Age 25-34	10.2%	9.2%	11.8%	12.3%	14.8%	13.8%	14.0%
Age 35-44	9.7%	9.5%	10.7%	11.4%	12.8%	12.8%	12.6%
Age 45-54	12.8%	12.0%	11.8%	12.4%	12.5%	13.2%	12.5%
Age 55 - 64	16.8%	17.1%	14.9%	14.3%	13.1%	13.5%	13.1%
Age 65-74	16.4%	18.9%	13.8%	12.1%	9.4%	9.5%	9.7%
Age 75-84	9.0%	10.0%	7.1%	6.2%	4.7%	4.6%	4.7%
Age 85+	3.0%	3.0%	2.5%	2.2%	2.1%	2.0%	2.0%
Age 18+	83.8%	84.9%	81.5%	79.4%	79.0%	78.4%	78.0%
Age < 18	16.2%	15.1%	18.5%	20.6%	21.0%	21.6%	22.0%
2019 Median Age	51.4	54.3	45.1	42.5	38.4	39.2	38.5

Source: Esri.

The median age within the 30-minute drive time is the oldest of the profiled markets. As previously mentioned, it is likely that individuals within the 30-minute drive time would participate in league games, practices and other related local sports activity. The older median age within this target market, resulting in large part from only approximately 9,740 individuals being under the age of 18, suggests there may not be a large supply of potential youth sports participants for these activities. With that said, the median age decreases and number of individuals under the age of 18 increases as the drive time increases, indicating there is a larger supply of potential participants for tournament activity. The median age within the 180-minute drive time (38.4 years old) is consistent with that for the U.S. (38.5 years old).

Income Distribution

Household income levels offers a broad measurement of spending potential for a specific population because it indicates the general ability of individuals or households to purchase goods and services including participation in, or attendance at, competitive sporting events. Median household income within the 30-minute drive time (\$64,354) is higher than that for the U.S. (\$60,548), while the median household income within the 60-minute drive time (\$57,711) and 120-minute drive time (\$59,420) is slightly below that for the U.S. The median household income in the 180-minute drive time (\$72,115) is significantly higher than that for the U.S.

Household Income Distribution							
2019 Household Income Distribution	Worcester County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
Less than \$15,000	7.5%	6.9%	10.1%	9.9%	10.6%	7.4%	10.7%
\$15,000 to \$24,999	11.8%	10.0%	9.3%	9.1%	7.1%	5.9%	9.0%
\$25,000 to \$34,999	9.6%	9.7%	9.7%	9.8%	7.3%	6.7%	8.9%
\$35,000 to \$49,999	10.7%	10.8%	13.3%	12.2%	10.3%	10.2%	12.4%
\$50,000 to \$74,999	17.5%	18.8%	19.2%	18.9%	16.0%	15.8%	17.5%
\$75,000 to \$99,999	13.2%	13.8%	13.0%	13.5%	12.7%	12.8%	12.6%
\$100,000 to \$149,999	16.9%	15.7%	14.1%	14.6%	17.3%	19.1%	15.1%
\$150,000 to \$199,000	7.0%	7.1%	5.7%	6.2%	8.8%	10.3%	6.5%
\$200,000+	5.8%	7.1%	5.7%	5.8%	9.9%	11.8%	7.3%
2019 Median Household Income	\$62,688	\$64,354	\$57,711	\$59,420	\$72,115	\$81,440	\$60,548
2024 Median Household Income (Projected)	\$69,296	\$70,080	\$62,212	\$64,687	\$80,559	\$89,547	\$69,180
2019-2024 Annual Growth Rate (Projected)	2.1%	1.8%	1.6%	1.8%	2.3%	2.0%	2.9%
2019 Average Household Income	\$85,804	\$90,688	\$81,474	\$82,389	\$100,760	\$111,406	\$87,398
2024 Average Household Income (Projected)	\$95,959	\$100,870	\$91,505	\$92,600	\$113,669	\$124,025	\$99,638
2019-2024 Annual Growth Rate (Projected)	2.4%	2.2%	2.5%	2.5%	2.6%	2.3%	2.8%

Source: Esri.

The higher median household income within the 30-minute and 180-minute drive times indicates more disposable income available to spend on sports related activity relative to the other target market areas.

AREA EMPLOYMENT

The composition of an area's employment by industry is a factor in targeting various events and/or seeking advertising and sponsorship opportunities at the proposed new sports facilities. A broad workforce distribution helps lessen a community's dependency on support from any single industry segment. Employment diversification helps a local economy withstand economic downturns due to dependency upon one industry; should one fail, there are others upon which the local economy can rely.

The Salisbury MSA offers employment in various industries. As of July 2019, the Leisure and Hospitality industry comprised approximately 22.4% of the workforce followed by the Trade, Transportation and Utilities industry (18.6%) and the Education and Health Services industry (15.4%). There were approximately 175,100 total jobs in the Salisbury MSA as of July 2019.

Employment by Industry in the Salisbury MSA		
Industry	Total Jobs	% of Total
Leisure and Hospitality	39,200	22.4%
Trade, Transportation, and Utilities	32,500	18.6%
Education and Health Services	26,900	15.4%
Government	22,900	13.1%
Professional and Business Services	15,500	8.9%
Manufacturing	14,800	8.5%
Mining, Logging and Construction	9,700	5.5%
Financial Activities	6,500	3.7%
Other Services	5,900	3.4%
Information	1,200	0.7%
Total	175,100	100.0%

Note: Sorted in descending order by total jobs as of July 2019.

Source: U.S. Bureau of Labor Statistics.

Based on data from the U.S. Bureau of Labor Statistics, Worcester County's unemployment rate was 5.1% in July 2019 which was higher than that for the MSA, the State and the U.S.

Area employers provide a target market for potential users and/or sponsorship/advertising opportunities and partnerships at the proposed new sports facilities. The table below provides a list of principal employers in the TOC for the quarter ended June 30, 2019. With 1,098 employees, the Harrison Group was the TOC’s largest employer. In aggregate, these companies employed 3,911 people, which was approximately 16% of the County’s total employment. In general, the TOC offers a relatively limited corporate base.

Principal Employers - Town of Ocean City	
Employer	Employees
Harrison Group	1,098
Bayshore Development	557
O.C. Seacrets	509
Clarion Resort Fontainebleau	380
Fagers Island, Ltd.	292
KTG LLC	284
Castle in the Sand, Inc.	210
Trimpers Rides, Inc	200
91st Street Joint Venture, LLC	191
Phillips	190
Total	3,911

Notes: Sorted in descending order by number of employees for the quarter ended June 30, 2019.

Worcester County's total employment was 24,816.

Source: Town of Ocean City 2019 CAFR.

TRANSPORTATION ACCESS

The method that competitive sporting event promoters/producers use to select venues to host their event is partially based on ease of access to a market for attendees. In addition, the location and accessibility of a facility relative to the population base can impact its marketability for events. As shown on the map on the following page, north/south highway access is provided by U.S. Route 113. East/west highway access is provided by U.S. Route 50. The lack of direct interstate access to the TOC and location on the Delmarva (i.e. Delaware-Maryland-Virginia) Peninsula may be considered disadvantages for some event organizers. In addition, traffic congestion for spectators/participants traveling to the TOC can be an issue, particularly during the summer months.

The Salisbury-Ocean City Wicomico Regional Airport is the only Federal Aviation Administration (FAA) certificated air carrier airport on the entire Delmarva Peninsula. In 2018, there were approximately 64,400 enplanements at this airport, an increase of approximately 12% from 2017. The area is also serviced by the Baltimore/Washington International Airport and the Philadelphia International Airport, which had approximately 13.4 million and 15.3 million enplanements, respectively, in 2018. The FAA defines passenger enplanements as domestic, territorial and international passengers who board an aircraft in scheduled and non-scheduled service. The drive time to/from the TOC to these two major airports is approximately three hours. Proximate and convenient air access can be beneficial in accommodating the needs of sporting event promoters/producers, athletes/teams or their VIPs, particularly for national competitions.

Map of Area Highway Access



Source: Esri.

HOTEL STATISTICS

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

Hotel Supply

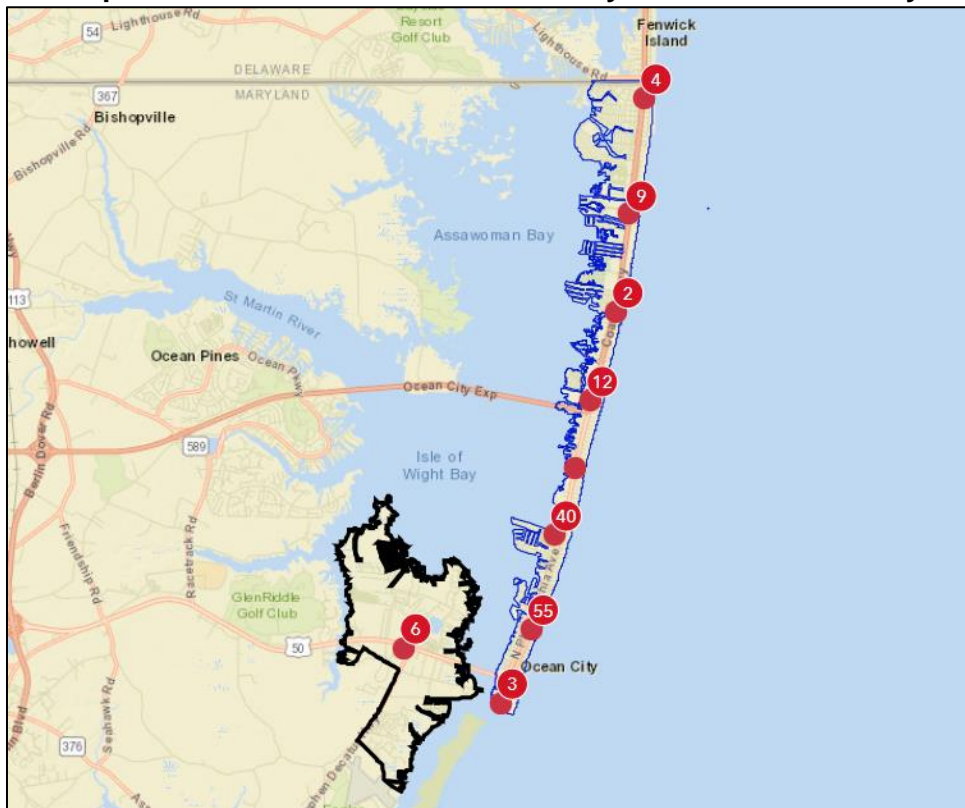
There are approximately 10,100 existing hotel rooms in the TOC which is expected to increase to more than 11,000 by the end of 2020. These properties include chain-affiliated hotels, all-suite, boutique and independent properties. In addition, overnight visitors can stay in one of approximately 20,000+ condominiums or rental accommodations in the TOC. The number and diversity of hotel rooms and accommodations in the TOC is significant and should be advantageous to attracting sports groups with a substantial number of overnight attendees.

In addition, with the recent opening of Hampton Inn, West Ocean City has approximately 600 hotel rooms, of which approximately 240 hotel rooms have opened in the last five years.

Hotel Supply in the Town of Ocean City			
Property	Number of Rooms	Property	Number of Rooms
Princess Royal Hotel	335	Fairfield Inn & Suites Ocean City	108
Carousel Oceanfront Hotel & Condos	259	Hyatt Place Ocean City Oceanfront	105
Grand Hotel Ocean City	251	La Quinta Inns & Suites Ocean City	101
Clarion Resort Fontainebleau Hotel Oceanfront	250	Bonita Beach Hotel	100
Francis Scott Key Motel	240	Coastal Palms Inn & Suites	100
Hilton Suites Ocean City Oceanfront	225	Home2 Suites by Hilton Ocean City Bayside	100
Holiday Inn Ocean City	216	Spinnaker Motel	100
Holiday Inn & Suites Ocean City	210	Econo Lodge Oceanfront Ocean City	98
Comfort Inn Gold Coast	201	Harrison Hall Hotel	97
Atlantic Hotel	200	Beach Plaza Hotel	96
Fenwick Inn	200	Beachmark Motel	96
Princess Bayside Beach Hotel	194	Americana Hotel	94
Days Inn Ocean City Oceanfront	178	Flagship Oceanfront Hotel	93
Quality Inn Boardwalk Ocean City	175	Best Western Plus Ocean City	92
Castle In The Sand Hotel	173	Courtyard Ocean City Oceanfront	91
Dunes Manor Hotel	170	Howard Johnson Plaza Hotel Ocean City Oceanfront	90
Sahara Motel	161	Park Place Hotel	90
Residence Inn Ocean City	150	Paradise Plaza Inn	89
Tidelands Caribbean Hotel	133	Quality Inn & Suites Oceanblock Ocean City	87
Quality Inn Oceanfront Ocean City	130	Coconut Malorie Resort	85
Holiday Inn Express & Suites Ocean City	122	Comfort Suites Ocean City	85
aloft Hotel Ocean City	120	Howard Johnson Inn Ocean City Oceanfront	85
The Admiral Hotel	114	Ascend Collection Gateway Hotel & Suites	84
Hampton Inn Ocean City Bayfront Convention Center	113	Comfort Inn Boardwalk Ocean City	84
Flamingo Motel	112	Holiday Inn Express & Suites West Ocean City	84
DoubleTree by Hilton Hotel Ocean City Oceanfront	111	Hampton Inn & Suites Ocean City West	83
The Dunes Motel	111	All Other Hotels	2,711
Commander Hotel	109	Total Hotel Rooms	10,091

Notes: Sorted in descending order by number of rooms.
 "All Other Hotels" includes hotel properties with under 80 rooms.
 Source: TOC Department of Tourism.

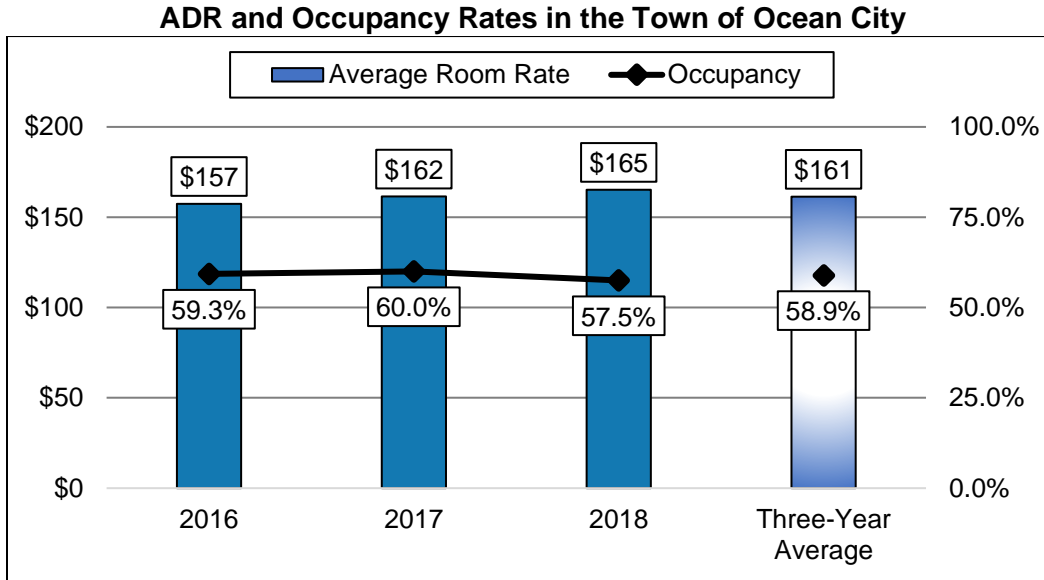
Map of Hotels in the Town of Ocean City and West Ocean City



Notes: Number in the circles reflect the number of hotels in that area.
 TOC has the blue border and West Ocean City has the black border.
 Source: Esri.

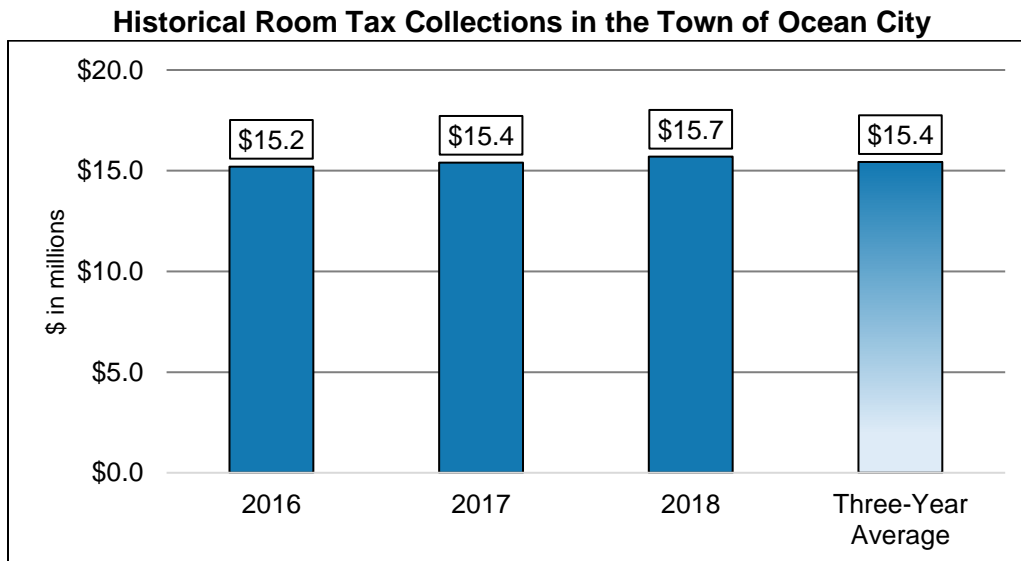
Hotel Demand

The following graph illustrates recent trends in average daily rate (ADR) and occupancy at TOC hotels. As shown, average room rate increased each year from 2016 to 2018 and averaged \$161 over the profiled three-year period. Occupancy rates remain relatively consistent from 2016 to 2017 before decreasing in 2018. Occupancy rates averaged 58.9% over the three-year period.



Source: TOC Department of Tourism.

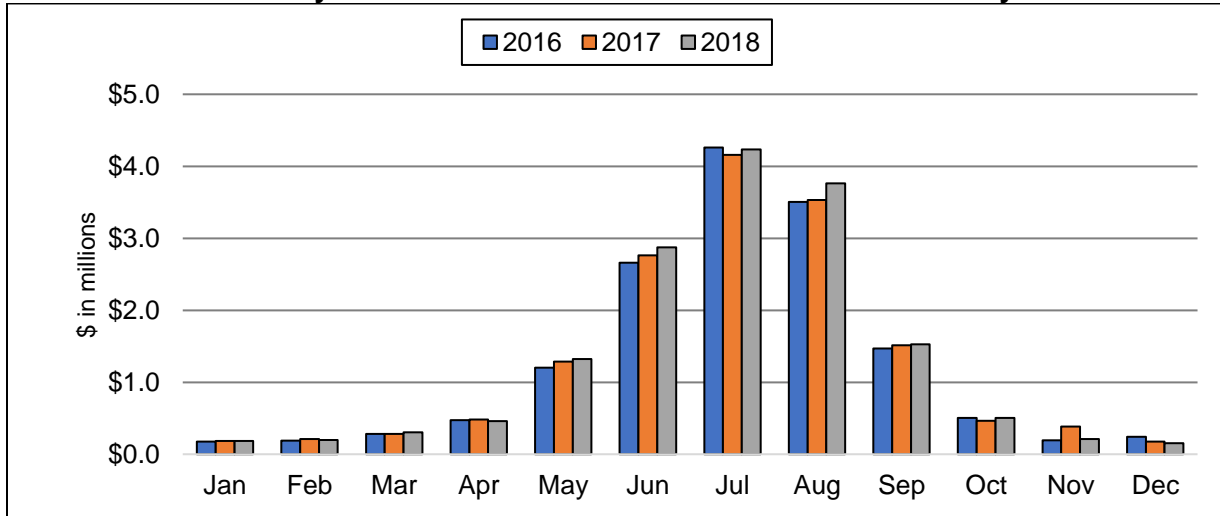
Rental of hotel or motel rooms, apartments, rooms, condominiums, cottages, mobile homes or any other sleeping accommodation shorter than four months and one day in the TOC was previously subject to a 4.5% room tax. Over the last three years, room tax collections in the TOC have remained relatively consistent, averaging \$15.4 million over the profiled three-year period. In January 2020, the room tax increased to 5.0%.



Source: Town of Ocean City.

As one would expect, room tax collections have been significantly higher in the summer months.

Monthly Room Tax Collections in the Town of Ocean City



Source: Ocean City, Maryland Tourism Metric Reports.

AREA AMENITIES

The availability of cultural, recreational, retail and entertainment options is another factor that event organizers consider when selecting a destination for their event and is important for periods when attendees are not at event-related functions. The variety of attractions can also be an important consideration for attendees when deciding whether to bring additional family/friends and how long to stay. As mentioned earlier, results of a recent visitor survey conducted by MGH Advertising Inc. indicated that most respondents perceived the TOC as a fun and safe destination with activities for all generations

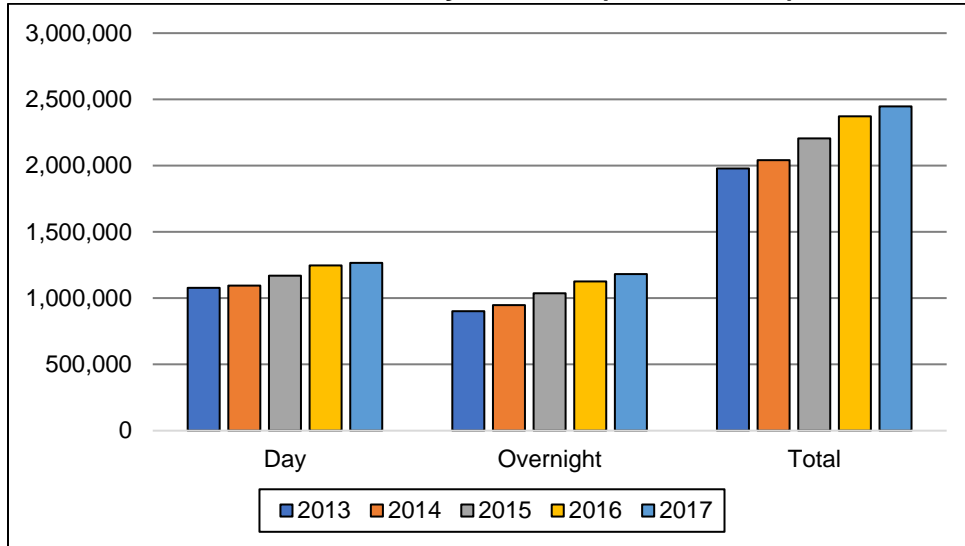
As with hotels, the supply of retail outlets, dining options and entertainment/attractions is a factor that promoters of sports tournaments/competitions consider when deciding where to host an event as families are commonly looking for a tournament destination that can simultaneously serve as a vacation. Based on industry experience, promoters prefer these types of establishments within a 10- to 15-minute drive time of the event venue, on average. As a result, many sports facilities are being developed near these destination attributes, or as part of a larger development incorporating restaurants, hotels, etc.

The TOC currently offers a relatively wide variety and supply of retail outlets and dining options. In addition to the 10 miles of beach, the TOC also offers entertainment options such as the Ocean City Boardwalk, miniature golf and the Ocean Downs Casino. The TOC's location on the east coast provides visitors the opportunity to engage in water-related activities such as boating and fishing, among others.

TOURISM STATISTICS

Tourism is a major economic generator for the TOC. Visitors spending money on items such as lodging, retail, eating/drinking and entertainment/recreational establishments supplements local resident spending at area businesses and increases tax revenues to both local and State governments. As shown in the following graph, visitation to Worcester County steadily increased from 2013 to 2017. In 2017, approximately 2.45 million people visited Worcester County, of which approximately 1.27 million (52%) were day visitors and 1.18 million (48%) were overnight visitors.

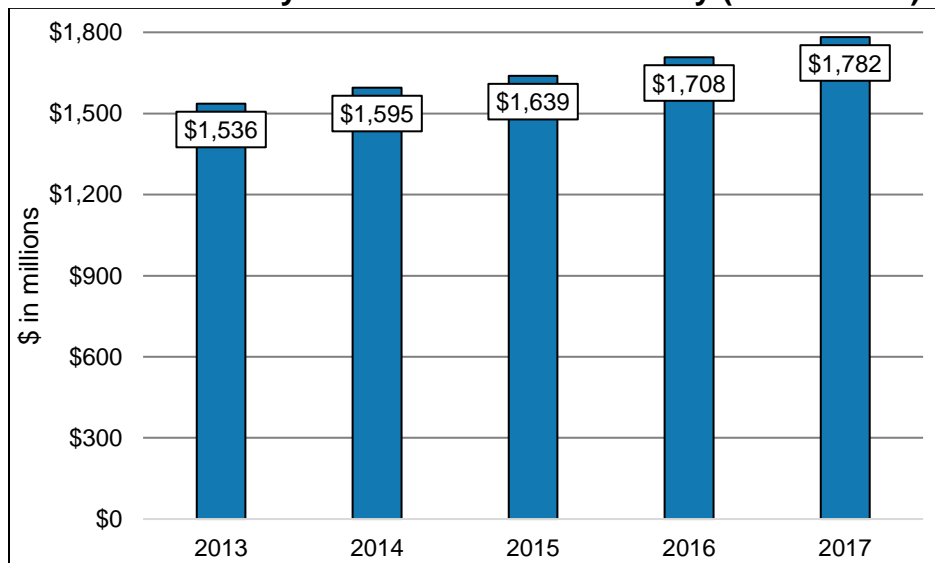
Worcester County Visitors (2013 – 2017)



Source: Tourism Economics.

Tourism industry sales steadily increased between 2013 and 2017. Tourism industry sales reached approximately \$1.78 billion in 2017.

Tourism Industry Sales in Worcester County (2013 – 2017)

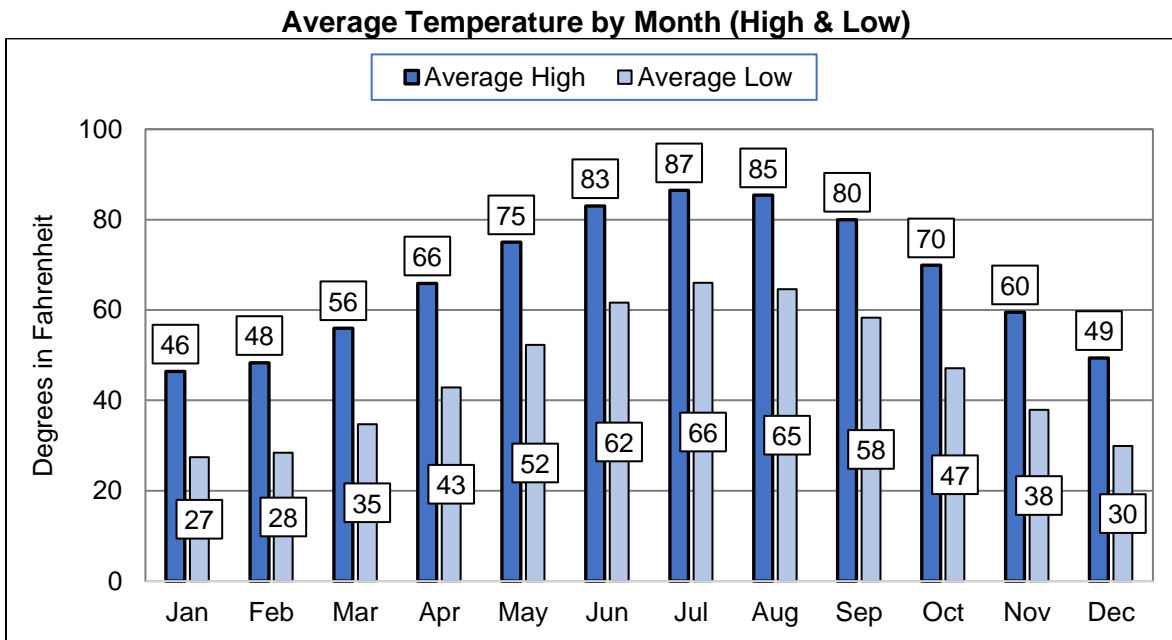


Source: Tourism Economics.

CLIMATE

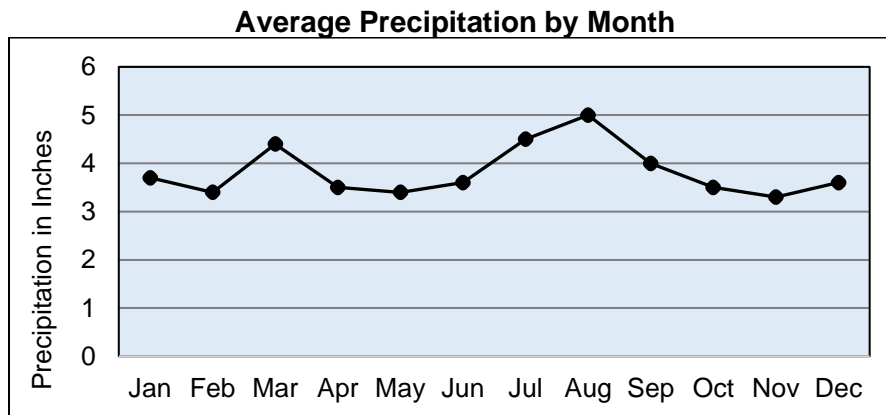
In addition to the previously mentioned factors that tournament promoters consider when deciding where to host their event(s), promoters representing outdoor sports activity also consider the climate of the area as it can impact playing surface as well as overall comfortability.

The following chart illustrates the average high and low temperature by month in the TOC. As shown, the TOC has nine (9) months where the average high temperature is above 50 degrees. Typically, promoters representing outdoor sports utilize fields during the warmer months, as colder temperatures are commonly found to be unappealing to attendees.



Source: Weatherbase.com.

Months with high precipitation could negatively impact outdoor tournaments, particularly on natural grass fields, which are more susceptible to weather conditions than turf fields. On average, precipitation in the TOC gradually increases from May to July and peaks in August.



Source: Weatherbase.com.

4. MARKET ANALYSIS UPDATE – OUTDOOR FIELD COMPLEX



MARKET ANALYSIS UPDATE – OUTDOOR FIELD COMPLEX

As previously mentioned, this study provides an update to the market analysis conducted in 2017 for a proposed new outdoor field complex in Worcester County. As such, this section of the report provides an update in terms of changes in the competitive landscape, sports participation trends/rates and potential demand generators. For purposes of this analysis, it is assumed that the previously recommended building program for the outdoor field complex, including a minimum of eight (8) tournament-quality, multi-purpose, rectangular fields with associated patron amenities and supporting infrastructure remains unchanged.

It is our understanding that one key objective of the proposed outdoor field complex is to host events that generate net new economic activity related to sports tourism. The degree that existing facilities meet the needs of the target market is important to consider when evaluating the merits of new facilities. Facility size, program elements, configuration, age, market focus and date availability impact how competitive area facilities are to the proposed outdoor field complex. While this section provides an overview of select outdoor field complexes, it is not meant to be an all-inclusive inventory of facilities that can accommodate sports competitions/tournaments.

SUPPLY OF LOCAL OUTDOOR SPORTS COMPLEXES

The following provides an overview of local outdoor sports complexes, defined as those located within the Salisbury MSA, which offer tournament-quality fields as of January 2020. For purposes of this analysis, only facilities with four or more fields of the same type (i.e. diamond, rectangular) are profiled. Based on this criterion, the Northside Recreation Complex is not profiled.

The TOC, Worcester County and Wicomico County are members of the Mid-Atlantic Amateur Sports Alliance (MAASA). These three entities work closely with Maryland Sports to jointly market and leverage their combined assets to attract, retain and build sports marketing events in order to establish a national reputation in amateur athletics and increase economic impact to the region. As such, these regional synergies may allow certain larger sports competitions/tournaments to utilize multiple facilities in these geographic areas.

Worcester County

The following table profiles three outdoor field complexes in Worcester County considered to be tournament quality. In aggregate, these facilities have 18 diamonds and 12 rectangular fields. John Walter Smith Park offers the most total fields (12) followed by Northern Worcester Athletic Complex and Newtown Park which both have nine (9). John Walter Smith Park also offers four (4) lighted rectangular fields, which is the most among the profiled facilities. All the profiled facilities offer grass rectangular fields and no turf fields. In addition, the profiled facilities are all owned and operated by Worcester County Department of Recreation & Parks (WCRP).

Worcester County - Attributes of Outdoor Tournament Quality Complexes											
Complex	Location	Diamonds					Rectangular Fields				Total Fields
		Baseball	Softball	Youth	Total	Lighted	Grass	Turf	Total	Lighted	
John Walter Smith Park	Snow Hill	1	2	4	7	0	5	0	5	4	12
Northern Worcester Athletic Complex	Berlin	1	0	4	5	1	4	0	4	2	9
Newtown Park	Pocomoke	1	2	3	6	3	3	0	3	2	9
Total		3	4	11	18	4	12	0	12	8	30

Notes: Only includes complexes that offer a minimum of four of the same type of field (e.g., diamonds, rectangular fields).
The football field at Northern Worcester Athletic Complex is excluded from this analysis.
Sorted in descending order by number of total rectangular fields.

Sources: Maryland Sports; MAASA; Worcester County Recreation & Parks; Individual Facilities; Secondary Research.

This section profiles historical outdoor sports activity in Worcester County from 2016 through 2018 which is grouped as follows: County programs, non-County affiliated organizations and tournaments.

The following table summarizes outdoor sports activity associated with County programs, which are organized by Worcester County and include sports such as soccer, field hockey, flag football and baseball.

Worcester County Department of Recreation & Parks					
2016 Athletic Field Usage Information - County Programs					
County Programs	Date	Sport	# of fields per season	# of Estimated Participants	Location
Spring Soccer	April 3 - May 22, 2016	Soccer	3	247	JWS
Flag Football	April 6 - June 8, 2016	Flag Football	1	90	JWS
Field Hockey	April 7 - May 12, 2016	Field Hockey	1	12	JWS
Men's Soccer League	April 7 - June 16, 2016	Soccer	1	90	JWS
Church League	April 19 - July 12, 2016	Softball	2	133	Showell
High School Soccer	June 14 - Aug. 4, 2016	Soccer	1	90	JWS
Field Hockey	September 8 - October 13, 2016	Field Hockey	1	15	NWAC
Outdoor Soccer - Fall	September 10 - October 29, 2016	Soccer	2	305	NWAC
Outdoor Soccer - Fall	September 10 - October 29, 2016	Soccer	3		JWS
Outdoor Soccer - Fall	September 10 - October 29, 2016	Soccer	2		Newtown
2017 Athletic Field Usage Information - County Programs					
County Programs	Date	Sport	# of fields per season	# of Estimated Participants	Location
Spring Soccer	April 2 - May 28, 2017	Soccer	3	247	JWS
Flag Football	April 5 - June 14, 2017	Flag Football	1	90	JWS
Field Hockey	April 6 - May 11, 2017	Field Hockey	1	12	JWS
4v4 Soccer	April 6 - June 8, 2017	Soccer	1	90	JWS
High School Soccer	June 12 - July 27, 2017	Soccer	1	90	JWS
Outdoor Soccer - Fall	September 9 - October 28, 2017	Soccer	2	305	NWAC
Outdoor Soccer - Fall	September 9 - October 28, 2017	Soccer	3		JWS
Outdoor Soccer - Fall	September 9 - October 28, 2017	Soccer	2		Newtown
Field Hockey	September 12 - October 26, 2017	Field Hockey	1	15	NWAC
2018 Athletic Field Usage Information - County Programs					
County Programs	Date	Sport	# of fields per season	# of Estimated Participants	Location
Flag Football	April 4 - June 20, 2018	Flag Football	1	90	JWS
4v4 Soccer	April 5 - June 7, 2018	Soccer	1	90	JWS
Spring Soccer	April 8 - June 17, 2018	Soccer	3	242	JWS
Men's Softball League	April 17 - June 28, 2018	Softball	2	150	Newtown
Men's Fall Softball	August 21 - October 30, 2018	Softball	2	150	Newtown
Outdoor Soccer - Fall	September 8 - October 27, 2018	Soccer	2	315	NWAC
Outdoor Soccer - Fall	September 8 - October 27, 2018	Soccer	3		JWS
Outdoor Soccer - Fall	September 8 - October 27, 2018	Soccer	2		Newtown
After School Baseball	September 21 - October 26, 2018	Baseball	1	30	JWS

Note: Sorted by program start date.

Source: Worcester County Department of Recreation & Parks.

The table below summarizes outdoor sports activity associated with non-County affiliated organizations including league play for sports such as baseball, softball, lacrosse, football, soccer and ultimate.

Worcester County Department of Recreation & Parks					
2016 Athletic Field Usage Information - Non-County Affiliated Organizations					
Non-County Affiliated Organization	Date	Sport	# of fields per season	# of Estimated Participants	Location
Berlin Little League	February 29 - June 19, 2016	Baseball/Softball	8	400	NWAC
Pocomoke Little League	February 29 - June 19, 2016	Baseball/Softball	4	125	Newtown
Snow Hill Little League	February 29 - June 19, 2016	Baseball/Softball	7	125	JWS
Snow Hill High School	March 1 - May 16, 2016	Baseball/Softball	2	60	JWS
Beach Lacrosse	March 1 - May 22, 2016	Lacrosse	4	400	NWAC
American Legion	April 17 - July 19, 2016	Baseball	1	12	NWAC
Most Blessed Catholic School	April 21 - May 17, 2016	Softball	1	15	Showell
Pop Warner Football	August 1 - October 29, 2016	Football	2	200	NWAC
Snow Hill High School	August 10 - November 19, 2016	Soccer	2	60	JWS
Snow Hill High School	August 10 - November 19, 2016	Football	1	45	JWS
Ultimate Frisbee	September 29 - December 1, 2016	Ultimate	1	30	NWAC
2017 Athletic Field Usage Information - Non-County Affiliated Organizations					
Non-County Affiliated Organization	Date	Sport	# of fields per season	# of Estimated Participants	Location
Snow Hill High School	March 1 - May 15, 2017	Baseball/Softball	2	60	JWS
Beach Lacrosse	March 6 - May 28, 2017	Lacrosse	4	400	NWAC
Berlin Little League	March 6 - June 25, 2017	Baseball/Softball	8	400	NWAC
Pocomoke Little League	March 6 - June 25, 2017	Baseball/Softball	4	125	Newtown
Snow Hill Little League	March 6 - June 25, 2017	Baseball/Softball	7	125	JWS
Most Blessed Catholic School	March 29 - May 9, 2017	Softball	1	15	Showell
American Legion	May 31 - July 17, 2017	Baseball	1	12	NWAC
Pop Warner Football	August 1 - October 29, 2017	Football	2	200	NWAC
Snow Hill High School	August 9 - November 19, 2017	Soccer	2	60	JWS
Snow Hill High School	August 9 - November 19, 2017	Football	1	45	JWS
Ultimate Frisbee	October 19 - November 23, 2017	Ultimate	1	30	NWAC
Salvation Army	October 30 - November 17, 2017	Ultimate	1	30	NWAC
2018 Athletic Field Usage Information - Non-County Affiliated Organizations					
Non-County Affiliated Organization	Date	Sport	# of fields per season	# of Estimated Participants	Location
Beach Lacrosse	February 28 - May 26, 2018	Lacrosse	4	400	NWAC
Berlin Little League	March 24 - June 23, 2018	Baseball/Softball	8	400	NWAC
Pocomoke Little League	March 24 - June 23, 2018	Baseball/Softball	4	125	Newtown
Snow Hill Little League	March 24 - June 23, 2018	Baseball/Softball	7	125	JWS
Most Blessed Catholic School	April 18 - May 16, 2018	Softball	1	15	Showell
American Legion	May 29 - July 12, 2018	Baseball	1	12	NWAC
Eastern Shore Baseball League	June 8 - July 18, 2018	Baseball	1	12	NWAC
Pop Warner Football	August 1 - October 27, 2018	Football	2	200	NWAC
Ultimate Frisbee	October 19 - November 23, 2018	Ultimate	1	30	NWAC

Note: Sorted by start date.

Source: Worcester County Department of Recreation & Parks.

Outdoor tournaments held in Worcester County over the profiled three-year period are summarized in the following table. Tournaments are generally multi-day competitions that typically attract teams from outside of Worcester County. These activities use multiple fields and sometimes use several locations. Tournaments held in Worcester County during the profiled period include sports such as baseball, softball and lacrosse. No soccer tournaments were held at facilities owned by WCRP during the profiled period.

As shown, the County hosted significantly more softball and baseball tournaments compared to lacrosse. During the profiled period, the County hosted an average of 11 softball tournaments and 9,360 participants. On average, lacrosse tournaments have accounted for approximately 9% of total tournaments annually. Lacrosse also averaged the longest event length (2.5 days) among the three sports.

Overall, total tournaments, event days and participants were relatively consistent during the profiled three-year period. Total event days and participants were the highest in 2017, which was in large part due to an increase in event days and participants associated with softball tournaments.

Summary of Outdoor Tournament Activity				
Sport/Characteristics	2016	2017	2018	Average
Baseball				
Number of Tournaments	9	10	10	10
Total Event Days	19	21	20	20
Average Event Length	2.1	2.1	2.0	2.1
Total Number of Participants	3,870	3,960	4,500	4,110
Average Number of Fields Used	3	3	3	3
Average Participants/Tournament	430	396	450	425
Softball				
Number of Tournaments	11	11	11	11
Total Event Days	20	23	21	21
Average Event Length	1.8	2.1	1.9	1.9
Total Number of Participants	8,190	11,430	8,460	9,360
Average Number of Fields Used	5	4	4	4
Average Participants/Tournament	745	1,039	769	851
Lacrosse				
Number of Tournaments	2	2	3	2
Total Event Days	5	6	6	6
Average Event Length	2.5	3.0	2.0	2.5
Total Number of Participants	1,620	1,620	2,340	1,860
Average Number of Fields Used	4	4	4	4
Average Participants/Tournament	810	810	780	797
Total Tournaments	22	23	24	23
Total Event Days	44	50	47	47
Total Participants	13,680	17,010	15,300	15,330

Source: Worcester County Department of Recreation & Parks.

Wicomico County

The table below profiles outdoor field complexes in Wicomico County. In aggregate, these facilities offer 36 diamonds (14 lighted) and 39 rectangular fields (3 lighted). Five (5) of the ten profiled facilities offer at least four (4) outdoor rectangular fields. Previously, Henry S. Parker Athletic Complex featured both diamonds and rectangular fields but recently underwent an expansion which eliminated the rectangular fields and created eight diamonds. Only two (2) of these profiled facilities offer rectangular turf fields.

Wicomico County - Attributes of Outdoor Tournament Quality Complexes											
Complex	Location	Diamonds				Rectangular Fields				Total Fields	
		Baseball	Softball	Youth	Total	Lighted	Grass	Turf	Total		Lighted
Fruitland Falcons Sports Complex	Fruitland	0	0	0	0	0	11	0	11	1	11
Salisbury University	Salisbury	1	1	0	2	0	5	4	9	1	11
Mid-Atlantic Youth Sportsplex	Pittsville	0	0	0	0	0	7	0	7	0	7
Crown Sports Center	Eden	0	0	0	0	0	6	0	6	0	6
Fruitland Recreational Park and Annex	Fruitland	4	3	1	8	0	3	1	4	1	12
East Wicomico Little League Park/Winter Place Park	Salisbury	4	2	0	6	0	2	0	2	0	8
Henry S. Parker Athletic Complex	Salisbury	8	0	0	8	6	0	0	0	0	8
Gordy Park	Delmar	2	0	2	4	4	0	0	0	0	4
Mason Dixon Sports Complex	Delmar	4	0	0	4	4	0	0	0	0	4
Eastside Sports Complex and Willards Park	Willards	4	0	0	4	0	0	0	0	0	4
Total		27	6	3	36	14	34	5	39	3	75

Note: Only includes complexes that offer a minimum of four of the same type of field (e.g., diamonds, rectangular fields).

Sources: Maryland Sports; MAASA; Wicomico County Recreation, Parks & Tourism; Individual Facilities; Secondary Research.

Salisbury University currently features two (2) diamonds and nine (9) rectangular fields. The University is in the process of implementing their 2014-2023 Facilities Master Plan which includes plans for the development of several new athletic facilities such as a field house, sports stadium, intramural fields, practice fields, competition soccer fields as well as baseball and softball fields. The primary focus of these fields is to serve the University's athletic programs and student activity. As such, these facilities are not considered directly competitive with the proposed new outdoor field complex in/near the TOC.

The Mid-Atlantic Youth Sportsplex (MAYS) is approximately a 30-minute drive from the TOC. MAYS currently offers seven (7) rectangular, tournament-quality fields. Based on information obtained from MAYS management, it is our understanding that the facility is considering expansion that would result in a 25-field complex, which may include a mix of both diamonds and rectangular fields. Although there may be opportunities for the proposed outdoor field complex and MAYS to jointly accommodate larger events, the proposed outdoor field complex would face competition from an expanded MAYS based on its large supply of fields in one location.

Sussex County

Sussex County, Delaware offers three (3) tournament-quality field complexes which are described below.

- *Sports at the Beach*: Located in Georgetown, Delaware and founded in 2002, the Sports at the Beach complex encompasses approximately 100 acres of land and is located near Rehoboth Beach. The complex features 16 natural grass baseball fields, three of which are lighted. According to secondary sources, the complex hosted approximately 40 youth baseball tournaments in 2019.
- *Lower Sussex Little League Complex*: Located in Roxana, the Lower Sussex Little League Complex has nine (9) fields for baseball, softball and tee-ball.
- *River Soccer Club Complex*: Located in Frankford on 45 acres of farmland, the River Soccer Club complex consists of seven (7) soccer specific fields. The complex features two fully lighted fields as well as one partially lighted field. The fields were designed to be flexible to be able to modify both the size and direction. There are currently plans for the development of an indoor soccer arena.

In addition to these complexes, a proposed new facility named Sussex Sports Center, also referred to as Sandhill Fields, is currently in the development process, according to secondary sources. The all-grass facility will be in the heart of Sussex County on 56 acres of farmland, just outside of Georgetown, and will be owned by the Sussex Sports Center Foundation. It is anticipated that the public complex will feature eight (8) regulation sized soccer/lacrosse fields and six (6) pickleball courts as well as a cross country course, walking trail, playground, pavilions and 350 parking spaces. Planned funding for the complex is through a public-private partnership, with the County loaning \$1.5 million towards the \$4.4 million project with the option to eventually take over ownership. According to secondary sources, the complex is expected to open in spring of 2020. The complex is anticipated to be free to the general public and is envisioned to host several local youth and adult athletic clubs such as Henlopen Soccer and Saltwater Lacrosse as well as tournaments, receptions and summer sports camps. It is also envisioned that the proposed facility will complement other existing facilities such as the DE Turf Sports Complex.

SUPPLY OF REGIONAL OUTDOOR SPORTS COMPLEXES

The table that follows profiles attributes of existing outdoor sports complexes in the region, defined as a 150-mile radius from the TOC, which host similar sporting events/competitions to those anticipated to be held at the proposed outdoor field complex and have a minimum of eight (8) fields of the same type. This list represents existing outdoor sports complexes in the region as of January 2020 and is not meant to be an all-inclusive inventory of facilities.

Attributes of Select Regional Outdoor Sports Complexes							
Facility	Location	Operator	Diamonds		Rectangular		Stadium Seating
			Total Fields	Lighted	Total Fields	Lighted	
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	Private	0	0	24	6	3,200
Hampton Roads Soccer Complex	Virginia Beach, VA	Non-Profit	0	0	21	2	n/a
Kirkwood Soccer Complex	New Castle, DE	Private	0	0	14	0	n/a
Warhill Sports Complex	Williamsburg, VA	County	8	4	14	6	n/a
Cedar Lane Regional Park	Bel Air, MD	Private	1	0	13	0	900
Carsins Run	Aberdeen, MD	Private	0	0	12	0	n/a
Calvert Regional Park	North East, MD	County	0	0	12	1	n/a
DE Turf Sports Complex	Frederica, DE	Non-Profit	0	0	12	5	700
River City Sportsplex	Midlothian, VA	County	0	0	12	12	n/a
Striker Park	Glen Allen, VA	Private	0	0	11	2	n/a
West Creek Complex	Richmond, VA	Private	0	0	10	0	n/a
Baron Cameron Park	Reston, VA	County	1	1	9	0	n/a
The Harford Polo Grounds	Jarrettsville, MD	Private	0	0	9	0	n/a
Bob Lucido Fields at Covenant Park	Ellicott, MD	Private	0	0	9	4	n/a
Princess Anne Athletic Complex	Virginia Beach, VA	City	8	8	8	8	n/a
Publix Virginia Soccer Training Center	Fredericksburg, VA	Non-Profit	0	0	8	2	n/a
Embrey Mill Park	Stafford, VA	County	0	0	8	8	n/a
Philip A. Bolen Memorial Park	Leesburg, VA	County	9	9	8	8	n/a
Legacy Park	Ruther Glen, VA	Private	8	8	0	0	n/a
The Ripken Experience	Aberdeen, MD	Private	9	2	0	0	6,300

Notes: Complexes sorted by total number of rectangular fields.

Philip A. Bolen Memorial Park was announced to be the new home for the DC United Headquarters, training facility, and minor league soccer team stadium.

Publix Virginia Soccer Training Center is in the process of developing a championship stadium.

n/a denotes data not available.

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

Half of the profiled facilities are privately operated. The Ripken Experience and Philip A. Bolen Memorial Park offer the largest supply of diamonds with nine (9) each. The Ripken Experience includes the 6,300 seat Ripken Stadium which is home to the Aberdeen IronBirds of the Minor League Baseball (MiLB) Class A Short Season New York-Penn League. The complex annually hosts amateur and youth baseball tournaments as well as a variety of camps focused on player development.

All the profiled complexes other than The Ripken Experience and Legacy Park offer rectangular fields. The Maryland SoccerPlex & Discovery Sports Center has the most rectangular fields (24) including Championship Stadium. Championship Stadium is home to the Washington Spirit of the National Women's Soccer League (NWSL) and has previously hosted events such as a U.S. Olympic qualifier, Major League Soccer (MLS) Open Cup matches and the U.S. Youth Soccer National Championship.

In addition to the profiled facilities, several colleges/universities in the region offer outdoor sports fields/complexes that can accommodate sports tournaments. However, due to their primary market focus, which is to host their athletic programs and student activities, these facilities are not profiled as part of this analysis. Although deemed to be not directly competitive on a regular basis, it should be noted that these facilities may be competitive for certain events such as NCAA tournaments/competitions.

COMPARABLE FACILITY CASE STUDIES

The 2017 study included a summary of case studies on select outdoor sports facilities in terms of ownership/management structure, building program elements, event activity, financial operations and operating strategies. The profiled facilities were chosen based on their similarity in terms of facility type/market focus to the proposed new outdoor field complex in Worcester County. Given the limited nature of this study as it relates to the proposed outdoor field complex, this update does not include case studies of comparable outdoor sports complexes.

SPORTS PARTICIPATION TRENDS

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

Generally, sports participation rates are an indicator of demand for sports facilities. Typically, as participation increases, so does the demand for sports facilities. As such, the following pages profile trends in the annual number of participants in various outdoor sports and the frequency of participation. It also includes data for individual sports or activities by geographic region, market size, as well as distribution by age and household income. For purposes of this analysis, this section focuses on statistics related to outdoor sports including soccer; baseball; softball; touch, tackle and flag football; and lacrosse. Similar data on rugby and ultimate was not available.

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

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

Total and Frequent Participation Rates

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

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

Note: Sorted in descending order by 2018 total participation.

Source: Sports Business Research Network.

Participation by Geographic Region

The table below provides an overview of the percentage of total sports participants in each of the geographic regions within the U.S. in 2018. Maryland is located within the South Atlantic region, which had the highest number of soccer, softball, touch football, tackle football, flag football and lacrosse participants compared to other regions. As such, these sports offer an opportunity for programming at the proposed outdoor field complex.

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

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

Source: Sports Business Research Network.

Participation by Market Size

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

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

Note: Shading represents the market size of the Salisbury Metro Area.

Source: Sports Business Research Network.

Participation by Age

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

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

Source: Sports Business Research Network.

Participation by Household Income

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

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

Source: Sports Business Research Network.

Potential Sports Participants

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

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

Potential Outdoor Sports Participants - Frequent												
Sport	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
	Ages 7-17				Age 18+				All Ages			
Soccer	403	2,277	5,279	57,095	377	2,127	4,932	53,341	780	4,404	10,211	110,436
Baseball	213	1,202	2,788	30,149	242	1,367	3,169	34,272	455	2,569	5,957	64,421
Softball	130	730	1,694	18,314	196	1,105	2,562	27,701	326	1,835	4,256	46,015
Football (Touch)	28	158	365	3,948	37	210	486	5,255	65	368	851	9,203
Football (Tackle)	257	1,449	3,360	36,334	198	1,120	2,597	28,088	455	2,569	5,957	64,422
Football-Flag	33	186	430	4,657	32	181	420	4,546	65	367	850	9,203
Lacrosse	34	197	457	4,942	30	170	394	4,261	64	367	851	9,203
Total	1,098	6,199	14,373	155,439	1,112	6,280	14,560	157,464	2,210	12,479	28,933	312,903

When considering potential sports participants of all ages, it is estimated that 2,210 people within the 30-minute drive frequently participate in the profiled sports, while there are an estimated 312,903 frequent participants within the 180-minute drive time. When excluding sports that utilize diamonds, the number of potential frequent sports participants decreases to 1,429 and 202,467 in these areas, respectively. Soccer has the highest number of potential sports participants within each of the target markets.

To augment these statistics and estimates, the following provides a summary of input obtained from potential users in terms of their interest in hosting a tournament/competition at the proposed outdoor field complex in/near the TOC as well as their program requirements and event attributes.

INPUT FROM POTENTIAL DEMAND GENERATORS

A key aspect of the market analysis update is to assist the TOC and MSA in assessing potential market opportunities for the proposed new outdoor field complex. As such, a limited number of potential users were contacted to serve as an update to the outreach conducted as part of the 2017 study effort. Direct input was obtained from representatives from multiple sports organizations that represent outdoor local, regional, national and international outdoor tournament activity.

More than 30 different potential user groups representing outdoor sports such as soccer, lacrosse, ultimate, field hockey and rugby were contacted. A total of 19 outdoor sport surveys were completed. It should be noted that for purposes of this analysis, “interest” is defined as having answered “Definitely Yes” or “Likely” to hosting an event at the outdoor field complex.

The following provides a list of organizations contacted as part of our outreach.

AAU Soccer	Men's Collegiate Lacrosse Association
Aloha Tournaments	Mid-Atlantic Conference (Rugby)
American Youth Soccer Organization	National College Lacrosse League
Baltimore Lax	Salisbury University
Baltimore Ravens	Sport-11 Tournaments
Chesapeake Bayhawks	Top of the Bay Sports
Corrigan Sports Enterprises	USA Field Hockey
Elite Lax	USA Rugby
Elite Tournaments	USA Ultimate
Hogan Lacrosse	U.S. Adult Soccer Association
Inside Lacrosse	U.S. Club Soccer
Laxpalooza Lacrosse Tournaments	U.S. Lacrosse
Maryland Interscholastic Athletic Association	U.S. Youth Soccer
Maryland Public Secondary Schools Athletic Association	USSSA Soccer
Maryland State Soccer Association	We Build You Play
Maryland State Youth Soccer Association	Women's Collegiate Lacrosse Association
Matrix Soccer	3D Lacrosse

Consistent with findings presented in the 2017 study, input from potential outdoor sports tournament/competition organizers indicated moderate to strong demand for an outdoor field complex located in/near the TOC. Approximately 63% of survey respondents expressed interest in hosting an event at the proposed complex. Other key findings include the following:

- Although demand exists for the proposed outdoor field complex, existing facilities throughout the region present significant competition for attracting tournaments/competitions.
- Those expressing interest in utilizing the proposed outdoor field complex cited hotels, restaurants and the beach as attractive attributes of the TOC as an event destination.
- Potential challenges expressed by survey respondents included the lack of proximity to a major airport, traffic congestion, highway accessibility, high room rates and the lack of local teams in the area.
- Of those survey respondents that expressed interest:
 - 67% represented regional (multi-state) tournaments/competitions and approximately 17% represented State and 17% represented national tournaments/competitions.
 - 35% host events in the summer, followed by fall (31%), spring (27%) and winter (8%).
 - 50% indicated that either natural grass or artificial turf would meet their needs; 42% preferred artificial turf and 8% preferred natural grass. According to many organizers/promoters, players prefer natural grass and the surface temperature is more manageable compared to artificial turf. However, artificial turf offers more flexibility and is more resistant to weather (e.g. rain) than natural grass. As such, many organizers/promoters prefer a mix of artificial turf and natural grass fields.
- Events represented by those interested:
 - Require a minimum of eight (8) fields, on average. The highest number of required fields was 12.
 - Typically require three (3) total usage days.

MARKET ASSESSMENT

Based on market research, the following summarizes relative market-related strengths/opportunities and challenges/threats related to the proposed outdoor field complex. Some of these are similar to those in the 2017 study and many overlap with those for the proposed new indoor fieldhouse.

Relative Market Strengths/Opportunities

- Amenities in the TOC that serve as a draw for tournament promoters/organizers (e.g. beach, hotel supply, restaurants, retail, etc.)
- Supply and diversity of lodging options
- Well-developed, mature tourism and hospitality industry in place
- Established local, regional and State entities with significant experience attracting and/or creating/hosting sports tournaments/competitions that can assist with marketing the facility
- Growing population within target markets and relatively high median household income within certain target markets
- Interest expressed from tournament promoters/organizers representing multiple sports
- Supports TOC's objective of increasing tourism and enhancing the area's reputation as a sports tournament destination
- Support of facility concept from State sports organizations as an asset in attracting/expanding sporting events in Maryland
- Mid-Atlantic provides a large target market of participants
- Youth sports have historically fared well during economic downturns
- Proposed facility would increase the TOC's ability to host large tournaments/competitions that cannot currently be accommodated
- Regional synergies exist to potentially accommodate large-scale tournaments/competitions requiring an abundance of fields
- Potential to capitalize on shoulder seasons for hosting tournaments to increase demand for hotels during non-peak months
- A new outdoor field complex with a critical mass of multi-purpose rectangular fields at one location could address a supply gap in the immediate market, barring no changes in the existing supply
- Potential to generate incremental new economic and fiscal impacts

Relative Market Challenges/Threats

- Potential expansion of local facilities, specifically MAYS
- Competition from existing outdoor facilities in the region and the U.S.
- Potential future oversaturation of similar outdoor sports facilities
- Drive time from urban areas such as Washington, D.C., Philadelphia and Baltimore given limited direct interstate access

- Traffic congestion, particularly during peak summer months
- Lack of a major airport with direct flight options, particularly for some regional and national tournaments/competitions
- Limited hotel availability and affordable pricing during peak summer months
- Geographic location could be a limitation for attracting certain events requiring a central location within the U.S.
- Local population base may not provide large numbers of youth/adult sports participants relative to other major markets, due to:
 - Relatively small year-round population
 - Relatively high median age
 - Relatively low population base under the age of 18 years old
- Relatively limited corporate base
- Beach is not considered a draw by some during winter months
- Coordinating partnership efforts between the TOC and Worcester County
- Funding/financing for such a facility
- Potential changes in general macro-economic conditions

Overall Summary

Consistent with the study completed in 2017, market research suggests that demand exists for a new outdoor field complex in/near the TOC that offers a critical mass of tournament quality, multi-purpose rectangular fields with associated patron amenities and supporting infrastructure. If developed, this facility would allow the TOC to attract new sports tournaments/competitions that generate significant economic and fiscal impacts to the area. The proposed outdoor field complex could serve a diverse set of demand generators at varying levels of competition. Offering multi-purpose fields will allow the facility to host multiple sports such as soccer, lacrosse, rugby and ultimate that mitigates the reliance on any one sport. The proposed outdoor field complex also creates the opportunity for local and State organizations such as Maryland Sports to develop new sports tournament activity.

With that said, the supply of comparable facilities is continuing to increase both regionally and nationally. As previously mentioned, it is our understanding that MAYS is contemplating the expansion of its current facilities to create a 25-field complex, which may include both diamonds and rectangular fields. If the TOC decides to move forward with the project, timing of development will be important. The growing supply of similar outdoor sports facilities will need to be closely monitored to avoid market saturation. In addition, site location will be an important factor relative to attracting tournaments/competitions that generate non-local attendees and related economic activity.

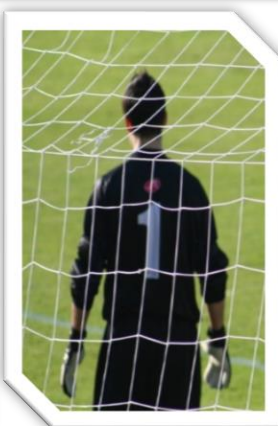
RECOMMENDED BUILDING PROGRAM – OUTDOOR FIELD COMPLEX

Based on the market research conducted as part of this analysis, the following summarizes recommended preliminary program elements, supporting infrastructure and patron amenities for the new outdoor field complex. The recommended building program is generally consistent with that outlined in the 2017 study with minimal adjustments that reflect changes in requirements from potential users, industry trends and changes in the competitive landscape.

- A minimum of 8 to 10 tournament-quality, multi-purpose fields to accommodate competitive field sport events such as soccer, lacrosse, rugby, ultimate, etc.
 - A combination of natural-grass and turf fields should be considered
- Open space for team gathering and warm-up areas for players
- Designated space designed for a “tournament central” area
- Concessions, restrooms and robust Wi-Fi service throughout the complex that can support streaming
- Support space including administrative office space for staff and tournament promoters, a maintenance building and on-site storage for promoters and equipment
- Sufficient and convenient on-site parking
- Supporting infrastructure including electrical connectivity at each field and in the sponsor activation area, etc.
- Strategic space planning to accommodate future expansion, as warranted by demand

Based on industry experience, it is estimated that the program outlined above would require a minimum of approximately 36 to 45 acres of land (assuming 4.5 acres per field needed for fields/support space) depending on the number of fields installed.

5. MARKET ANALYSIS – INDOOR FIELDHOUSE



MARKET ANALYSIS – INDOOR FIELDHOUSE

This section provides an overview of market conditions that may impact the demand for the proposed indoor fieldhouse in/near TOC such as the supply of local and regional indoor sports facilities and trends in indoor sports participation. In addition, this section provides comparable/competitive facility case studies and analyses of the respective markets they operate in as well as an overview of select planned/recently opened indoor sports facilities. These facilities offer a frame of reference in terms of operating characteristics, programmatic elements and other various attributes. While analysis of these facilities can provide significant data, they still only serve as a guide.

Further, this section summarizes input obtained from potential tournament/competition promoters regarding their interest in hosting an event at the proposed indoor fieldhouse as well as their event requirements and attributes.

As noted with the proposed outdoor field complex, the TOC’s involvement in the MAASA should create opportunities for the proposed indoor fieldhouse to host larger sports competitions/tournaments in conjunction with other facilities in Worcester and Wicomico counties.

SUPPLY OF LOCAL INDOOR SPORTS FACILITIES

The table below profiles attributes of existing local indoor facilities, defined as those located within the Salisbury MSA, that host similar events to those anticipated to be hosted at the proposed new indoor fieldhouse. Collegiate facilities, such as the William P. Hytche Athletic Center at the University of Maryland Eastern Shore and the Maggs Physical Activities Center at Salisbury University, are not profiled as their primary focus is to accommodate the institution’s needs and not sports tourism events.

Attributes of Local Indoor Facilities				
Facility	Location	Fixed Seats	Owner/Operator	Primary Uses
Wicomico Youth & Civic Center	Salisbury	5,600	Wicomico County	Concerts, sporting events, community events, special events
Crown Sports Center	Eden	n/a	Private	Outdoor/Indoor Sports, roller skating, entertainment
Ocean City Convention Center	Ocean City	n/a	Town of Ocean City	Conventions, tradeshow, consumer shows
Northside Park Recreation Complex	Ocean City	n/a	Town of Ocean City	Indoor/Outdoor sports, community events
Worcester County Recreation Center	Snow Hill	520	Worcester County	Indoor/Outdoor sports, tournaments, community events

Sources: Individual Facilities; Secondary Research.

The following pages provide a description of the facilities listed above except for the OCCC and Northside Park Recreation Complex, which were profiled earlier in the report.



Wicomico Youth & Civic Center

Located in Salisbury, Maryland, the Wicomico Youth & Civic Center (WYCC) is a multi-purpose event facility owned by Wicomico County and operated by the Wicomico Department of Recreation, Parks and Tourism. The building hosts a wide range of events throughout the following spaces.

Source: Facility website.

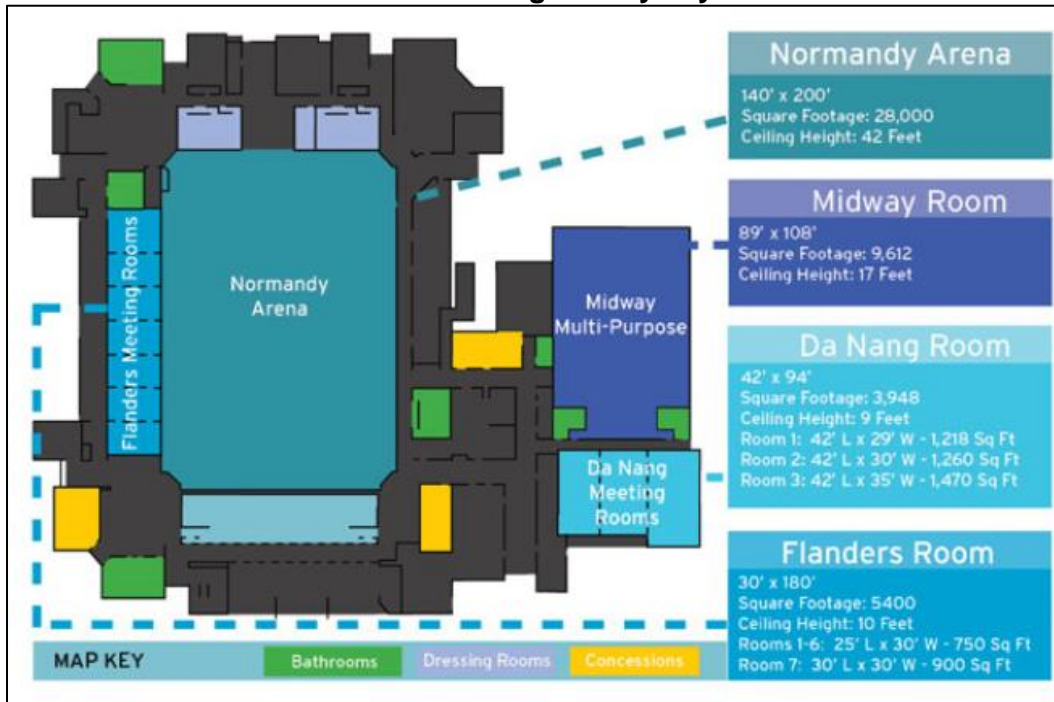
- *Normandy Arena:* The 5,600-seat Normandy Arena offers 28,000 square feet (SF) of space and hosts diverse events such as sporting events, concerts, tradeshow, family shows and other entertainment. The arena features a portable stage with flexible size and height variances as well as full theatrical sound and lighting capabilities. The column-free arena floor allows for flexible seating configurations accommodating 2,500 people for banquets, 3,000 people for theater and up to 6,000 people for concerts.
- *Midway Room:* The Midway Room features 9,612 SF of open space for events such as trade shows, weddings, craft shows and other social gatherings. The Midway Room also offers an auditorium-style stage equipped with full theatrical sound and lighting capabilities. The space accommodates 1,000 people in theater configuration and up to 600 people for banquets.
- *Flanders Room:* The Flanders Room offers 5,400 SF that can be converted into seven separate rooms. The space commonly is utilized for meetings, seminars, weddings and pre-show entertainment events. This space can accommodate 300 people for banquets and 430 people in theater configuration. The Flanders Room is located adjacent to the Normandy Arena.
- *Da Nang Meeting Room:* The Da Nang Meeting Room offers 3,948 SF and can accommodate a variety of events such as meetings, seminars and parties. The space is equipped with two built in room dividers which allows it to be converted into three individual rooms. An outdoor courtyard is directly accessible from the Da Nang Meeting Room, offering additional space for social gatherings and wedding ceremonies. The room seats 150 people for banquets and 240 people in theater configuration.

Based on information from facility management, the WYCC averaged approximately 370 billable events and 166,000 in total attendance from FY 2014-15 to FY 2018-19. Over the same five-year period, the facility averaged 20 sporting events which drew approximately 32,200 in total attendance.

Wicomico County is currently exploring the merits of expanding the facility with the addition of approximately 28,500 SF adjacent to the Midway Room. The current facility configuration can accommodate three (3) basketball courts or six (6) volleyball courts. If expanded, the facility would double its supply to six (6) basketball courts or 12 volleyball courts. It is envisioned that this expansion would allow the facility to attract new sporting events that generate new economic activity, as well as better accommodate existing events.

The graphic on the following page depicts the existing layout of the WYCC.

WYCC - Existing Facility Layout



Source: WYCC website.



Source: Facility website.

Crown Sports Center

Located in Eden, Crown Sports Center features 10.5 acres of outdoor Bermuda grass fields as well as an 82,000 SF climate-controlled indoor facility that offers five (5) turf fields, a multi-surface court, batting cages and two (2) volleyball courts.

In 2020, the indoor facility is scheduled to host tournaments in flag football, soccer, kickball and futsal, among others. In addition, the Crown Sports Center offers the Early Learning Center which houses a 20,000 SF roller-skating arena, two-story laser tag maze, arcade, rock climbing wall and party rooms. Facility ownership has plans to expand the Early Learning Center to double its current capacity.



Source: Facility website.

Worcester County Recreation Center

The Worcester County Recreation Center is located within John Walter Smith Park in Snow Hill. This facility includes a 47,000 SF, climate-controlled, indoor, multi-purpose arena; offices; two (2) multi-purpose courts; six (6) basketball hoops; indoor soccer/lacrosse courts; and a four-lane walking/jogging track.

While the primary purpose of the center is to accommodate local athletic activity, it also hosts practices and tournaments. As such, there may be potential for the center to complement the proposed new indoor fieldhouse.

SUPPLY OF REGIONAL INDOOR SPORTS FACILITIES

The existing and planned supply of indoor sports facilities in the region is an important factor to consider when evaluating the merits of the proposed new indoor fieldhouse, as they are likely to compete for tournaments/competitions. Given the objective of the proposed indoor fieldhouse, certain facilities, such as those focused on recreation activity, are not profiled as part of this analysis.

The Virginia Beach Fieldhouse, Spooky Nook Sports, Maryland SoccerPlex & Discovery Sports Center and Boo Williams Sportsplex host similar large sporting events/competitions to those anticipated at the proposed new indoor fieldhouse. From a geographic perspective, these facilities present direct competition for the proposed indoor fieldhouse in/near the TOC. While each of these facilities are located on the outer portion of a 150-mile radius, they are proximate to international airports. A more detailed description of these facilities is provided on the pages that follow.

COMPARABLE/COMPETITIVE FACILITY CASE STUDIES

This section provides case studies on select comparable/competitive indoor sports facilities in terms of ownership/management structure, building program elements, event activity and operating strategies. Information related to these profiled facilities was obtained from direct interviews with management as well as secondary sources. While this section provides an overview of select comparable/competitive facilities, it is not meant to be an all-inclusive inventory. The following facilities were chosen based on their similarity in terms of facility type and/or market focus to that of the proposed indoor fieldhouse.



Note: Star indicates the Town of Ocean City.

Source: Google Maps.



Source: Facility website.

Spooky Nook Sports

Spooky Nook Sports (Spooky Nook), which features 700,000 SF under one roof and over 50 acres of outdoor facilities, opened in 2013 in Manheim, Pennsylvania. As a result of the facility's size, it has the unique ability to simultaneously host clubs, leagues, tournaments and championship events. The facility offers 10 hardwood basketball courts, four (4) field hockey courts, 10 volleyball courts, six (6) soccer fields, a 200-meter track and a full-sized baseball infield. In addition, the facility offers a 135-room on-site hotel for visitors.

According to secondary sources, the facility draws between 8,000 to 20,000 visitors per day on Friday, Saturday and Sunday. Monday through Thursday it averages approximately 2,000 visitors per day.

Spooky Nook recently acquired LANCO Fieldhouse, a 62,000 SF indoor sports facility consisting of four (4) indoor turf fields, seating for 700 spectators, batting cages and parking for 240 cars, among other amenities. LANCO Fieldhouse now operates under the name of Spooky Nook Sports LANCO and serves as an extension of the main facility's programming. Spooky Nook Sports LANCO is located approximately five miles from the main facility.

In addition, there are currently plans for the development of a new indoor sports facility named Spooky Nook Sports at Champion Mill which will be in Hamilton, Ohio. An old paper mill will be repurposed to develop the new indoor facility. In addition to the sports facility, there are plans for the broader complex to feature a fitness center, hotel, restaurants, brewery, meeting and event space as well as other entertainment venues. The indoor facility is anticipated to open in 2021 and, according to secondary sources, is planned to be the largest indoor sports facility in North America.



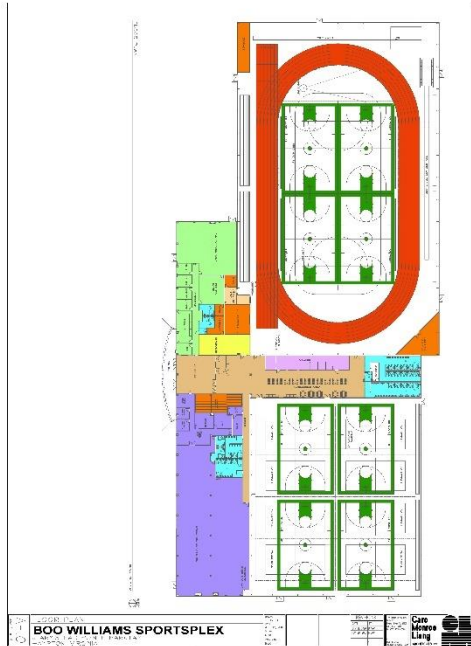
Source: Facility website.

Virginia Beach Fieldhouse

The Virginia Beach Fieldhouse is a 175,000 SF indoor sports facility. The area surrounding the facility features beaches, hotels, restaurants, local shops and other entertainment/attractions. The facility offers four (4) large turf fields, two (2) small carpet turf fields, four (4) basketball courts, eight (8) volleyball courts and eight (8) outdoor sand volleyball courts.

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

Boo Williams Sportsplex



Source: Facility website.

Located in Hampton, Virginia, Boo Williams Sportsplex (BWSP) is a full-service 135,000 SF, multi-sport indoor facility that was developed by Boo Williams, a prominent local athlete, coach and youth sports advocate, in partnership with a group of private investors and in conjunction with the City of Hampton. The BWSP was developed on approximately 10 acres of land owned by the City of Hampton under a long-term (100 year) Ground Lease Agreement. The BWSP officially opened in March 2008 with program elements including eight (8) basketball courts or 12 volleyball courts, a regulation size indoor track and field setup, seating for 4,000 spectators, a concession area, meeting/banquet space, training rooms, a merchandise area and 15,000 SF of rental space. Wi-Fi is available throughout the complex. Originally privately owned, the City purchased the facility in 2017. The facility is privately operated.

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

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

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

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



Maryland SoccerPlex & Discovery Sports Center

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

Source: Facility website.

As previously noted, the outdoor SoccerPlex includes 24 outdoor fields that are primarily used for soccer and lacrosse, one of which is a 3,200-seat championship stadium. The Maryland SoccerPlex & Discovery Sports Center also includes the 66,000 SF indoor venue (Discovery Sports Center) which opened in 2000. The indoor facility features office space, restrooms, concessions, meeting rooms and eight (8) convertible basketball/volleyball courts that are also able to accommodate indoor futsal, lacrosse and rugby as well as trade shows and special events.

In FY 2018, Discovery Sports Center hosted approximately 26 tournaments in basketball and volleyball. The indoor venue does not offer spectator seating which, according to management, has hindered its ability to host many tournaments.

The complex's development was driven by growing residential demand for amateur and youth sports venues. The MSF's annual operating expenses are approximately \$5.1 million. The MSF's revenue streams include, but are not limited to, field rental charges, rentals of the indoor venue, hotel rebates and a portion of concessions from the contracted vendor. The complex is operated by 11 full-time staff and up to 120 seasonal, part-time staff.

The MSF has a booking priority that gives preference to organizations that support children from Maryland with most games allocated to Montgomery County children, specifically those living in Upper County. According to management, approximately 650,000 attendees (including participants and spectators) utilize the complex each year.



Greensboro Sportsplex

The Greensboro Sportsplex (Sportsplex) is a 106,000 SF indoor, multi-sport complex that offers eight (8) hardwood basketball courts, five (5) sport courts, one (1) inline roller hockey rink, four (4) indoor soccer fields and a 5,000 square-foot fitness center. The facility, which is in Greensboro, North Carolina, was originally developed by a private developer in 2001. The City of Greensboro purchased the complex in 2003. The eight basketball courts and five sport courts allow for 11 total volleyball courts.

Source: Facility website.

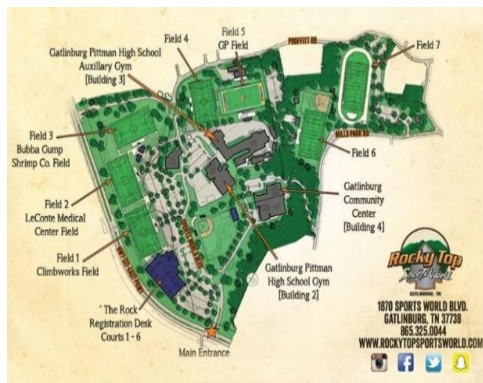
In an effort to reduce operational costs and become a break-even operation, the City has privatized many of its sports offerings, concessions and fitness centers with a focus on reducing City staff positions and expenditures. In 2003, the City started to consolidate its publicly offered youth and adult recreation programs with private programs. Soccer and basketball programs were merged with club-managed programs. In FY 2019, the Sportsplex had total expenditures of approximately \$589,000. The Sportsplex is operated through the Parks and Recreation Department and funded by the City's general fund. There are three full-time staff and up to 25 part-time, seasonal employees used on an as-needed basis. Other City departments handle outdoor maintenance and landscaping responsibilities, so this does not impact the Sportsplex's budget.

In recent years, the City engaged in a competitive bid process to solicit proposals from organizations interested in offering sports programming at the Sportsplex. Through this process, the department has entered into revenue generating contracts with the Piedmont Volleyball Club and Soccer OP!. Piedmont Volleyball Club offers volleyball programming such as camps, clinics, leagues and Junior Olympic Club operations, among other event activity. The Piedmont Volleyball Club was the result of two club programs merging to form one lead club for the area.

Soccer OP! offers multiple indoor soccer tournaments as well as activity such as camps, leagues and private training. Soccer OP! began as a winter programming soccer company in 2003 before growing into a year-round academy training program in Greensboro and then eventually expanding into Winston Salem, Burlington, High Point and Jamestown.

The clubs lease the Sportsplex and both have multi-year agreements with two optional one-year renewal terms. The City is guaranteed annual revenue for their operation through these agreements and does not absorb the costs associated with managing and operating sports programs. The facility offers programming through third-party event promoters including the North Carolina Basketball Academy Camps, which also offers one-on-one classes and group classes. The Sportsplex has hosted tournament activity such as the NCAA-USSSA Showcase Tournament, USSSA Girls Tournaments and 3-on-3 Summer Round Ball Tournament.

In 2013, the City revised its vision for the Sportsplex by focusing on tournament play and special events. In FY 2018, the Sportsplex hosted 46 tournaments including volleyball, basketball, soccer and in-line hockey events.



Rocky Top Sports World

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

Source: Facility website.

The Complex includes seven (7) outdoor fields with one being a championship stadium and an indoor court complex referred to as “The Rock”. The Rock has 53,000 SF of hardwood court space in an 86,000 SF facility. The configuration allows for six (6) basketball courts or 12 volleyball courts in addition to team rooms, referee locker rooms, a full-service indoor/outdoor café, office space for coaches and a balcony viewing area. There is a separate facility in an adjacent location that can accommodate four (4) additional basketball courts and five (5) additional volleyball courts.

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

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

According to the City’s 2018 Comprehensive Annual Financial Report, Rocky Top Sports World generated \$1.1 million in operating revenues and of \$1.6 million in operating expenses in 2018, excluding depreciation. Operating revenues primarily consisted of food services, events, sponsorships and building and outdoor rentals. Operating expenses primarily consisted of personnel costs, occupancy and contractual services.

In FY 2017-18, the complex hosted 190 events, including 61 multi-day events in both traditional and non-traditional sports and drew over 120,000 athletes and spectators to the complex, according to facility management.



Myrtle Beach Sports Center

Located in South Carolina, the Myrtle Beach Sports Center (Sports Center) is located adjacent to the Myrtle Beach Convention Center. Opened in March 2015, the 100,000 SF indoor sports facility includes eight (8) basketball courts and 16 volleyball courts spread over 72,000 SF of column-free hardwood space. The venue was designed to host court sports, wrestling, gymnastics, table tennis, pickleball and other sporting events as well as trade shows.

Source: Facility website.

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

The Sports Center was designed to attract sports competitions that draw out-of-town visitors and therefore does not regularly host local league play. The venue is operated as part of the City's broader sports tourism division. In FY 2017-18, the facility had expenses of approximately \$567,000. Community organizations market the many visitor amenities Myrtle Beach has to offer for sporting event participants and their friends/family including its beaches, golf and other family-friendly attractions.

The Sports Center hosts approximately 30 to 35 events annually. As part of the City's strategic objectives for 2019-20, the City and facility management are working together to identify events that would improve the Sports Center's economic impact between the months of August and January in future years.



LakePoint Champions Center

LakePoint Champions Center opened in 2016 in Emerson, Georgia. The 170,000 SF facility offers 12 hardwood basketball courts or 24 volleyball courts as well as meeting space, locker rooms and a food court. The facility is part of the broader 1,300-acre LakePoint Sports campus, which also includes a 10-court beach volleyball pavilion; eight (8) major league-sized baseball fields; three (3) multi-use fields for soccer, lacrosse, rugby and football; and a wakeboarding facility. The LakePoint Champions Center is located proximate to LakePoint Station which includes restaurants, a rock-climbing wall, laser maze, arcade and a miniature golf course.

Source: Facility website.

There are currently plans for a 200-room hotel to be built adjacent to the LakePoint Champions Center. It is anticipated that the hotel will open in 2021. Other developments such as additional hotels, restaurants and entertainment are also being considered.

According to secondary sources, the campus hosted more than 1.25 million visitor days in 2018. The LakePoint Champions Center host approximately 30 events annually including regional and national tournaments/competitions in basketball, volleyball, gymnastics, wrestling and cheerleading, among others. The facility is the official home to the training camp of the Harlem Globetrotters. The LakePoint Champions Center is privately owned and operated.

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



Hoover Met Complex

Opened in 2017 in Hoover, Alabama, the Hoover Met Complex is home to the Finley Center, which is a state-of-the-art 155,000 SF sports complex and event venue. The center features 83,000 SF of continuous space and hosts a variety of event activity including sports tournaments, banquets, tradeshow, recreation programs and community meetings. The center features capacity for 11 basketball courts or 17 volleyball courts and seats up to 1,800 spectators. In addition, the facility offers three (3) meeting rooms available for coaches, trainers and athletes during tournament play. The center has hosted tournaments such as Blue Chips Basketball, Worldwide Spirit Association Cheer, Amateur Athletic Union Super Regional Volleyball Tournament and Future 150 Basketball.

Source: Facility website.

In addition to the Finley Center, the complex as a whole features multiple outdoor fields, including five (5) NCAA regulation-size baseball/softball fields, five (5) multipurpose fields and a 16-court tennis complex; Hoover Met Stadium, which is home to the SEC Baseball Tournament as well as other programming such as football and soccer games, beach volleyball tournaments, concerts, clinics and other competitions; and Hoover Climbing and Adventure, an area consisting of multiple rock climbing walls. The complex offers more than 4,000 parking spaces and 170 RV spaces equipped with water, sewage and power hookups.

Hoover Met Complex is owned by the City and operated by SFM. The City contributes about \$3.2 million towards operations and \$2.8 million in annual debt payments. In 2019, management reported that more than 135,000 people from local sports groups used the complex including more than 75,000 at the indoor Finley Center. In addition to local users, the complex drew approximately 162,700 people to the SEC Baseball Tournament and more than 182,000 people to other events.



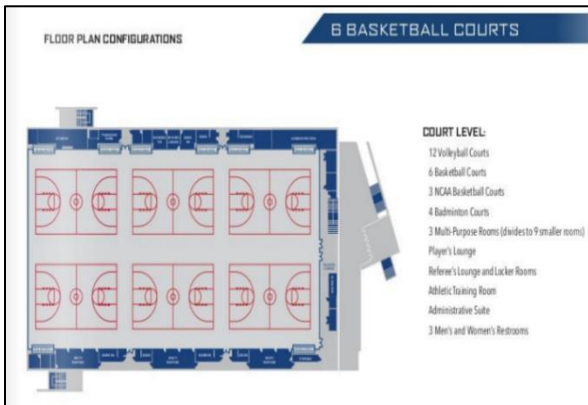
Sports Pavilion Lawrence

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

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

Source: Facility website.

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



Round Rock Sports Center

The City of Round Rock, Texas owns and operates the Round Rock Sports Center (Center) which opened in January 2014. The Center is an indoor sports facility with six (6) basketball courts or 12 volleyball courts and a seating capacity of 1,300 spectators. The facility sits on 24 acres, offers total court space of approximately 47,800 SF and a gross building area of 82,800 SF.

Source: Facility website.

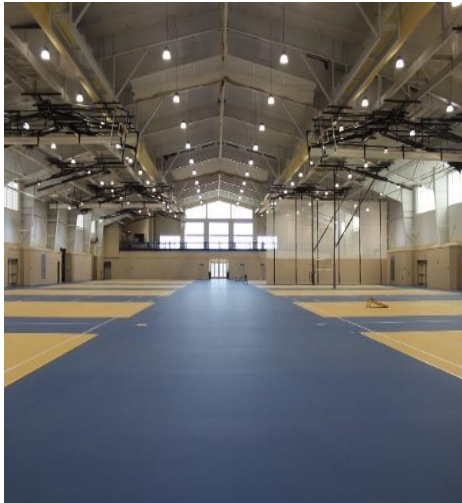
The primary purpose of the Center is to draw tournaments and events as part of the City's sports tourism program. The Center is not a walk-in facility but services the community by hosting club sports team practices during the week and tournaments on the weekends.

The Center is designed with the courts on a lower level and all seating is on the mezzanine level. Originally, seating was designed on the court level, however, if the seating is in place, it does not allow enough space around the courts for an adequate competition surface for volleyball. The court level spectator bleachers, which can accommodate up to 500 spectators, are brought in for wrestling as the sport has a smaller competition area. The facility hosts college showcase tournaments and is designed to accommodate NCAA rules governing college coaches' access.

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

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

The facility averages approximately 35 multi-day tournaments/events and 13 single-day tournaments with 6,900 total court bookings annually. This activity annually generates approximately \$2.6 million in total revenues and \$2.2 million in total expenses which includes debt service of approximately \$370,000. The facility has 11 full-time equivalent positions.



Foley Event Center

Opened in 2017 in Foley, Alabama, the Foley Event Center is owned by the City of Foley and operated by the Foley Recreation Department. The 90,000 SF facility offers six (6) basketball courts or 12 volleyball courts. The facility also offers five (5) meeting rooms, three (3) concession/vending areas and two (2) mezzanines overlooking the main floor. Foley Event Center is part of Foley Sports Tourism which also includes an outdoor sports complex with 16 multi-purpose fields including a 1,000-seat championship field. The fields annually host tournament activity in lacrosse, soccer and football, among other sports.

Source: Facility website.

Foley Event Center is adjacent to OWA, which is a 520-acre entertainment destination that offers a large supply of retail and dining options. The OWA is also home to an amusement park and amphitheater. The facility is also proximate to the Tanger Outlets, which consist of over 100 stores, and several beaches.

According to facility management, the Foley Event Center host between 40 and 60 sporting events annually. Sporting events hosted at the facility include volleyball, basketball, archery, gymnastics, cheerleading and more. The facility also hosts non-sporting events such as meetings, graduations and exhibits.

Summary of Comparable/Competitive Facilities

The following table summarizes comparable/competitive facilities in terms of building program elements and owner/operator. As shown, the profiled facilities range in size from 66,000 SF to 700,000 SF. Excluding Spooky Nook Sports, these facilities average approximately 122,000 SF. In addition, these facilities offer an average of eight (8) basketball courts and 13 volleyball courts. Nine (or 75%) of the profiled facilities are owned by a governmental entity; however, only four (or 33%) are operated by one. Most of the profiled facilities are privately operated.

Summary of Comparable/Competitive Facilities								
Facility	Location	Year Opened	Square Feet	Owner	Operator	Number of Courts		
						Basketball	Volleyball	
Spooky Nook Sports	Manheim, PA	2013	700,000	Private	Private	10	10	
Sports Pavilion Lawrence	Lawrence, KS	2014	181,000	City	City	8	16	
Virginia Beach Fieldhouse	Virginia Beach, VA	2010	175,000	Private	Private	4	8	
LakePoint Champions Center	Emerson, GA	2016	170,000	Private	Private	12	24	
Hoover Met Complex	Hoover, AL	2017	155,000	City	Private	11	17	
Boo Williams Sportsplex	Hampton, VA	2008	135,000	City	Private	8	12	
Greensboro Sportsplex	Greensboro, NC	2001	106,000	City	City	8	11	
Myrtle Beach Sports Center	Myrtle Beach, SC	2015	100,000	City	Private	8	16	
Foley Event Center	Foley, AL	2017	90,000	City	City	6	12	
Rocky Top Sports World	Gatlinburg, TN	2014	86,000	County	Private	6	12	
Round Rock Sports Center	Round Rock, TX	2014	82,800	City	City	6	12	
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	2000	66,000	Bi-County Agency	Non-Profit	8	8	
Average		2012	170,600			8	13	

Notes: Sorted in descending order by square feet.

Sources: Individual facilities; secondary sources.

These profiled indoor sports facilities generally host between 25 to 50 tournaments annually. Some complexes, such as Rocky Top Sports World, host more events because they offer outdoor fields in addition to an indoor sports facility. Based on information obtained from secondary sources, annual event activity hosted at these profiled facilities generates significant economic impact to the surrounding areas.

In addition to these profiled facilities, the 76ers Fieldhouse and The St. James also pose a certain degree of competition for the proposed new indoor fieldhouse. Although not a singular market focus, each of these facilities host several tournaments in various sports.

Opened in 2019, the 76ers Fieldhouse is located in Wilmington, Delaware and is home to the NBA Philadelphia 76ers G league team (the Delaware Blue Coats), Nemours Sports Medicine and Titus Sports Academy. The 161,000 SF facility offers an indoor and outdoor turf field and three (3) full-sized NBA regulated basketball courts that can transfer into one arena for the Delaware Blue Coats and other championship games. The arena has a capacity of 2,500 people.

The St. James is a 450,000 SF private sports/health facility located in Springfield, Virginia that features a 140,000 SF Field House containing a regulation sized turf field and seating for 950 spectators; a 32,000 SF Court House containing four (4) basketball courts or nine (9) volleyball courts with retractable seating for 1,000 people; a 65,950 SF Ice House containing two (2) NHL-sized hockey rinks; a 10,000 SF Performance House for gymnastics; a Pool House with an indoor 52 meter Olympic-sized training and competition pool; a 14,000 SF Squash and Golf House featuring eight (8) squash courts; and a 8,125 SF Hitting House with turf flooring and pitching machines; meeting space; and other lifestyle amenities. The facility is available through various types of memberships, while the public can sign up for various sports programs. While much of the facility is focused on training, leagues, camps, clinics and overall health and wellness, it also accommodates tournaments in basketball, volleyball and futsal, among others. The facility opened in 2018 and is privately owned and operated.

COMPARABLE/COMPETITIVE FACILITY MARKETS

This section compares market attributes associated with the previously profiled comparable/competitive facilities to those for the proposed indoor fieldhouse in/near the TOC. Comparatively speaking, reviewing target markets for comparable/competitive facilities can offer insight into the markets from which the proposed indoor fieldhouse in/near the TOC would draw participants/attendees. As such, the subsequent pages analyze several market characteristics including population, age, households, income and spending.

Population

For comparative purposes, the following table provides an overview of populations within the target markets for each of the previously profiled comparable/competitive facilities as well as the target markets in which the proposed new indoor fieldhouse would operate in. As shown, the 30-, 60- and 120-minute drive time populations associated with the proposed indoor fieldhouse are significantly below the average and median of all markets associated with comparable/competitive facilities. The 180-minute drive time is relatively consistent with both the average and median of all target markets associated with profiled comparable/competitive facilities.

The target markets for the proposed indoor fieldhouse are most like Rocky Top Sports World, which has a reputation for being a first-class facility and accommodating event promoters' needs with exceptional customer service and amenities. As such, Rocky Top Sports World can attract many large indoor events that draw attendees from a broader market area, such as the 180-minute drive time.

Population - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	1,262,537	2,615,634	5,743,879	16,760,684
Virginia Beach Fieldhouse	Virginia Beach, VA	864,778	1,484,946	2,502,099	4,792,052
Greensboro Sportsplex	Greensboro, NC	701,919	2,134,313	7,755,924	12,055,754
LakePoint Champions Center	Emerson, GA	668,205	3,092,685	8,147,367	13,344,459
Hoover Met Complex	Birmingham, AL	642,901	1,321,443	3,421,333	10,605,176
Boo Williams SportsPlex	Hampton, VA	624,729	1,745,406	3,463,116	6,569,343
Spooky Nook Sports	Manheim, PA	573,338	2,109,887	12,706,581	28,362,806
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	566,014	4,003,231	10,437,156	17,644,900
Myrtle Beach Sports Center	Myrtle Beach, SC	285,193	478,696	1,678,226	4,904,448
Sports Pavilion Lawrence	Lawrence, KS	284,859	1,963,876	3,176,953	5,060,421
Foley Event Center	Foley, AL	122,417	694,185	1,819,766	3,526,950
Proposed Indoor Fieldhouse	Ocean City, MD	64,500	367,070	850,912	9,203,482
Rocky Top Sports World	Gatlinburg, TN	24,329	170,010	1,980,214	5,366,360
Average (excludes Proposed Indoor Fieldhouse)		551,768	1,817,859	5,236,051	10,749,446
Median (excludes Proposed Indoor Fieldhouse)		599,034	1,854,641	3,442,225	8,587,260
Rank (Out of 13)		12	12	13	7

Note: Sorted in descending order by 30-Minute Drive Population.

Source: Esri.

Projected Population Growth (2019 – 2024)

The following table provides the projected 2019 to 2024 annual growth rate of each of the target markets associated with the profiled comparable/competitive facilities. The projected annual growth rate within the 30-minute drive time associated with the proposed indoor fieldhouse is lower than the average of target markets associated with comparable/competitive facilities. Both the 60- and 120-minute drive time markets are expected to grow at a faster rate than the average. The 180-minute drive time population is projected to grow at a slower rate than the average and ranks in the lower portion of target markets for comparable/competitive facilities.

Projected Annual Growth Rate (2019 to 2024)					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	2.56%	2.44%	1.89%	1.78%
Myrtle Beach Sports Center	Myrtle Beach, SC	2.45%	2.14%	1.26%	1.13%
Foley Event Center	Foley, AL	1.96%	1.03%	0.90%	0.75%
LakePoint Champions Center	Emerson, GA	1.58%	1.37%	1.26%	1.06%
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	0.97%	1.02%	0.87%	0.75%
Greensboro Sportsplex	Greensboro, NC	0.88%	0.83%	1.24%	1.01%
Proposed Indoor Fieldhouse	Ocean City, MD	0.88%	1.30%	1.20%	0.61%
Rocky Top Sports World	Gatlinburg, TN	0.79%	0.62%	0.74%	0.73%
Spooky Nook Sports	Manheim, PA	0.61%	0.57%	0.44%	0.54%
Hoover Met Complex	Birmingham, AL	0.56%	0.53%	0.39%	0.79%
Virginia Beach Fieldhouse	Virginia Beach, VA	0.53%	0.50%	0.52%	0.66%
Sports Pavilion Lawrence	Lawrence, KS	0.51%	0.81%	0.61%	0.48%
Boo Williams SportsPlex	Hampton, VA	0.27%	0.56%	0.68%	0.72%
Average (excludes Proposed Indoor Fieldhouse)		1.14%	1.04%	0.90%	0.87%
Median (excludes Proposed Indoor Fieldhouse)		0.84%	0.82%	0.81%	0.75%
Rank (Out of 13)		6	4	5	11

Note: Sorted in descending order by 30-Minute Drive Projected Annual Growth Rate.

Source: Esri.

Total Number of Households

The number of households within each of the proposed indoor fieldhouse's target markets is lower than the average of target markets for comparable/competitive facilities.

Number of Households - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	478,345	978,431	2,122,108	6,004,809
Virginia Beach Fieldhouse	Virginia Beach, VA	325,468	554,963	947,263	1,831,591
Greensboro Sportsplex	Greensboro, NC	282,546	852,701	3,028,083	4,707,794
Hoover Met Complex	Birmingham, AL	257,781	517,636	1,338,971	4,095,358
LakePoint Champions Center	Emerson, GA	240,172	1,192,680	3,016,902	5,064,757
Boo Williams SportsPlex	Hampton, VA	233,368	654,092	1,318,830	2,463,300
Spooky Nook Sports	Manheim, PA	221,206	806,981	4,840,471	10,653,550
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	201,495	1,489,271	3,919,951	6,684,736
Myrtle Beach Sports Center	Myrtle Beach, SC	120,673	199,040	670,376	1,898,713
Sports Pavilion Lawrence	Lawrence, KS	115,171	782,243	1,245,687	1,984,735
Foley Event Center	Foley, AL	49,647	274,131	701,775	1,371,968
Proposed Indoor Fieldhouse	Ocean City, MD	28,517	145,271	326,342	3,528,069
Rocky Top Sports World	Gatlinburg, TN	9,873	67,287	812,657	2,162,833
Average (excludes Proposed Indoor Fieldhouse)		211,312	697,455	1,996,923	4,077,012
Median (excludes Proposed Indoor Fieldhouse)		227,287	718,168	1,328,901	3,279,329
Rank (Out of 13)		12	12	13	7

Note: Sorted in descending order by 30-Minute Drive number of households.

Source: Esri.

Median Age

As previously mentioned, a younger median age indicates that a market may have more potential demand to support an indoor sports facility in terms of participation. The median age within target markets for the proposed indoor fieldhouse is older than the average for the profiled comparable/competitive facilities, except for the 180-minute drive time.

Median Age - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	34.0	33.9	34.7	34.9
Sports Pavilion Lawrence	Lawrence, KS	34.8	37.3	37.5	37.8
Boo Williams SportsPlex	Hampton, VA	35.2	37.0	38.5	38.5
Virginia Beach Fieldhouse	Virginia Beach, VA	36.6	36.2	38.1	38.9
LakePoint Champions Center	Emerson, GA	36.8	36.4	37.2	38.0
Hoover Met Complex	Birmingham, AL	38.4	38.2	39.2	37.9
Greensboro Sportsplex	Greensboro, NC	38.7	39.3	38.4	39.0
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	39.5	37.9	38.5	38.9
Spooky Nook Sports	Manheim, PA	40.6	40.6	39.8	39.6
Foley Event Center	Foley, AL	42.9	39.7	39.3	39.2
Myrtle Beach Sports Center	Myrtle Beach, SC	44.0	45.0	41.5	38.1
Rocky Top Sports World	Gatlinburg, TN	44.6	44.2	43.0	42.5
Proposed Indoor Fieldhouse	Ocean City, MD	54.3	45.1	42.5	38.4
Average (excludes Proposed Indoor Fieldhouse)		38.8	38.8	38.8	38.6
Median (excludes Proposed Indoor Fieldhouse)		38.6	38.1	38.5	38.7
Rank (Out of 13)		13	13	12	6

Note: Sorted in ascending order by 30-Minute Drive Median Age.
Source: Esri.

Youth (Under the Age of 18)

The following table compares the number of people under the age of 18 within each target market for the proposed indoor fieldhouse and profiled comparable/competitive facilities. As previously mentioned, this age demographic is a popular target market for participants in sports tournaments/competitions. As shown, population under the age of 18 in the proposed indoor fieldhouse's target market areas ranks low relative to that for the profiled comparable/competitive facilities. As with total population, the target markets for the proposed new indoor fieldhouse are most like Rocky Top Sports World in terms of population under the age of 18. Given the relatively low supply of individuals under the age of 18 in the 30- and 60-minute drive time markets, it is reasonable to assume that the proposed indoor fieldhouse in/near the TOC may host less local sports activity such as leagues, practices and camps in comparison to other profiled comparable/competitive facilities.

Population Under the Age of 18 - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Round Rock Sports Center	Round Rock, TX	310,584	646,062	1,367,043	4,156,650
Virginia Beach Fieldhouse	Virginia Beach, VA	191,981	323,718	527,943	1,011,123
LakePoint Champions Center	Emerson, GA	161,037	711,318	1,898,337	3,002,503
Greensboro Sportsplex	Greensboro, NC	147,403	450,340	1,737,327	2,628,154
Hoover Met Complex	Birmingham, AL	142,081	286,753	739,008	2,375,559
Boo Williams SportsPlex	Hampton, VA	133,692	375,262	734,181	1,418,978
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	132,447	876,708	2,275,300	3,793,654
Spooky Nook Sports	Manheim, PA	122,121	462,065	2,706,502	6,041,278
Sports Pavilion Lawrence	Lawrence, KS	59,251	457,583	730,699	1,158,836
Myrtle Beach Sports Center	Myrtle Beach, SC	50,764	87,601	344,036	1,078,979
Foley Event Center	Foley, AL	25,585	147,167	394,889	765,348
Proposed Indoor Fieldhouse	Ocean City, MD	9,740	67,908	175,288	1,932,731
Rocky Top Sports World	Gatlinburg, TN	4,525	33,152	386,142	1,073,272
Average (excludes Proposed Indoor Fieldhouse)		123,456	404,811	1,153,451	2,375,361
Median (excludes Proposed Indoor Fieldhouse)		133,070	412,801	736,595	1,897,269
Rank (Out of 13)		12	12	13	7

Note: Sorted in descending order by 30-Minute Drive.
Source: Esri.

Household Income/Spending

As previously mentioned, a higher median household income indicates that households have more disposable income to spend on participation in, or attendance at, competitive sports events. As shown in the table below, both the 30- and 180-minute drive time markets for the proposed indoor fieldhouse have a relatively high median household income compared to target markets associated with the profiled comparable/competitive facilities. Median household income within the 60- and 120-minute drive time markets is relatively consistent with the average of all target markets associated with comparable/competitive facilities.

Median Household Income - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	\$108,976	\$104,884	\$87,491	\$77,302
Round Rock Sports Center	Round Rock, TX	\$77,015	\$71,570	\$60,538	\$61,874
LakePoint Champions Center	Emerson, GA	\$74,607	\$67,800	\$60,869	\$56,486
Virginia Beach Fieldhouse	Virginia Beach, VA	\$67,998	\$64,323	\$60,999	\$60,833
Proposed Indoor Fieldhouse	Ocean City, MD	\$64,354	\$57,711	\$59,420	\$72,115
Spooky Nook Sports	Manheim, PA	\$63,595	\$65,242	\$67,367	\$75,937
Boo Williams SportsPlex	Hampton, VA	\$60,346	\$65,774	\$64,600	\$67,910
Hoover Met Complex	Birmingham, AL	\$57,091	\$54,362	\$50,362	\$54,058
Foley Event Center	Foley, AL	\$54,819	\$49,525	\$52,103	\$49,251
Sports Pavilion Lawrence	Lawrence, KS	\$54,036	\$61,589	\$59,462	\$56,034
Greensboro Sportsplex	Greensboro, NC	\$52,981	\$51,360	\$56,726	\$53,527
Myrtle Beach Sports Center	Myrtle Beach, SC	\$46,796	\$46,396	\$46,905	\$50,173
Rocky Top Sports World	Gatlinburg, TN	\$46,072	\$47,327	\$49,643	\$47,114
Average (excludes Proposed Indoor Fieldhouse)		\$63,694	\$62,513	\$59,755	\$59,208
Median (excludes Proposed Indoor Fieldhouse)		\$58,719	\$62,956	\$60,000	\$56,260
Rank (Out of 13)		5	8	8	3

Note: Sorted in descending order by 30-Minute Drive Median Household Income.

Source: Esri.

To further support the relationship between median household income and spending on entertainment/recreation, the average amount spent annually on various goods/services by households in each of these markets spend was analyzed. As shown, average annual spending on entertainment/recreation in households within the 30- and 180-minute drive time markets associated with the proposed indoor fieldhouse ranks 3rd among the profiled comparable/competitive facility markets. The average annual spending on entertainment/recreation in households within the 60- and 120-minute drive times ranks 8th and 6th, respectively.

Average Household Spending on Entertainment/Recreation - 2019					
Facility	Location	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
Maryland SoccerPlex & Discovery Sports Center	Boyd's, MD	\$5,412	\$5,213	\$4,411	\$3,978
Round Rock Sports Center	Round Rock, TX	\$3,801	\$3,634	\$3,204	\$3,314
Proposed Indoor Fieldhouse	Ocean City, MD	\$3,519	\$3,137	\$3,156	\$3,718
LakePoint Champions Center	Emerson, GA	\$3,514	\$3,664	\$3,271	\$3,063
Virginia Beach Fieldhouse	Virginia Beach, VA	\$3,309	\$3,145	\$3,061	\$3,153
Hoover Met Complex	Birmingham, AL	\$3,227	\$2,932	\$2,716	\$2,958
Spooky Nook Sports	Manheim, PA	\$3,120	\$3,183	\$3,513	\$3,946
Boo Williams SportsPlex	Hampton, VA	\$2,928	\$3,220	\$3,262	\$3,498
Foley Event Center	Foley, AL	\$2,828	\$2,597	\$2,698	\$2,627
Greensboro Sportsplex	Greensboro, NC	\$2,760	\$2,788	\$3,069	\$2,903
Sports Pavilion Lawrence	Lawrence, KS	\$2,686	\$3,206	\$3,092	\$2,931
Myrtle Beach Sports Center	Myrtle Beach, SC	\$2,535	\$2,525	\$2,672	\$2,674
Rocky Top Sports World	Gatlinburg, TN	\$2,435	\$2,418	\$2,694	\$2,608
Average (excludes Proposed Indoor Fieldhouse)		\$3,213	\$3,210	\$3,139	\$3,138
Median (excludes Proposed Indoor Fieldhouse)		\$3,024	\$3,164	\$3,081	\$3,011
Rank (Out of 13)		3	8	6	3

Note: Sorted in descending order by 30-Minute Drive average household spending on entertainment/recreation.

Source: Esri.

PLANNED/RECENTLY OPENED FACILITY CASE STUDIES

The following pages profile select planned/recently opened indoor sports facilities in terms of building program and ownership/management structure to illustrate changes in the competitive landscape.

The following facilities are either planned, in the construction phase or recently opened:

- Virginia Beach Sports Center
- Rock Hill Sports & Event Center
- Cedar Point Sports Center
- Spokane Sportsplex

In addition, although not profiled, markets including, but not limited to, Fairfax, Little Rock, Memphis, Panama City Beach and Pensacola are contemplating development of similar indoor facilities focused on increasing sports tourism.



Virginia Beach Sports Center

The City of Virginia Beach is currently moving forward with the construction of a new indoor fieldhouse named the Virginia Beach Sports Center. The City recently reported that the facility will feature 195,000 SF of programmable space, including 12 basketball courts, 24 volleyball courts, seating for 5,000 spectators and a 200 meter hydraulically banked track.

Source: Visit Virginia Beach.

The facility will be located across the street from the Virginia Beach Convention Center, which has a 150,000 SF column-free exhibit hall, and approximately 10 miles from the existing Virginia Beach Fieldhouse. Virginia Beach offers approximately 11,000 hotel rooms. Based on information from secondary sources, the facility will be owned by the City and operated by Eastern Sports Management - the same private management company that currently operates the Virginia Beach Fieldhouse. The City plans to have oversight of bookings to ensure that the center is used for sports that draw tourists to the area. According to secondary sources, tourism taxes are funding the facility. The facility is scheduled to open in November 2020 and would be a direct competitor with a new indoor fieldhouse in/near the TOC.



Rock Hill Sports & Event Center

The Rock Hill Sports & Event Center, located in the City of Rock Hill, South Carolina, has hosted several tournaments since opening in December 2019. The new indoor sports facility covers 170,000 total SF and includes a 72,000 SF main court with permanent seating for 700; a 12,500 SF championship court with seating for 1,200; a walking track; locker rooms; concessions; and other amenities. The main court offers eight (8) basketball courts (or 16 volleyball courts) and the championship court offers one main court or two side courts.

Source: City of Rock Hill website.

The facility is in the Knowledge Park corridor of the City and is part of a mixed-use site connecting Winthrop University to Old Town Rock Hill, restaurants, hotels, outdoor venues, office space, apartments and more.

It is anticipated that the facility will host city athletic programs, special events, conferences/conventions, concerts and a variety of sports tournaments/competitions.

A partnership between the City and Southern Intercollegiate Athletic Conference leaders was recently announced and there are plans for the facility to host basketball/volleyball college conference championships in 2020. The City owns and operates the Center, which was funded through a hospitality tax revenue bond in 2018. The City's Sports Commission reported that the new facility is expected to attract approximately 172,000 visitors annually.



Cedar Point Sports Center

Located in Sandusky, Ohio, Cedar Point Sports Center is part of a larger complex which also includes Sports Force Parks. The center is the result of a partnership between Cedar Point, The Sports Force, Lake Erie Shores & Island, the City of Sandusky and Erie County.

Source: Facility website.

Sports Force Parks opened in spring of 2017 and includes one championship soccer field, one field dedicated to baseball and softball, seven (7) multi-purpose fields and an ADA-accessible community use field. The park hosts various youth sports tournaments annually.

Cedar Point Sports Center opened in January of 2020. The facility offers over 145,000 SF of space with 10 basketball courts (or 20 volleyball courts), one of which is a championship arena with retractable seating. The facility also offers a 9,500 SF entertainment center, a walking track, an on-site medicine center, meeting space, a café and concessions. Cedar Point contributed a portion of the facility cost plus the land and the County is paying the remaining cost via hotel bed tax. According to secondary sources the entire complex is estimated to attract 70,000 new visitors to the region, with many coming in the non-summer months. The Cedar Point Sports Center is operated by SFM.



Spokane Sportsplex

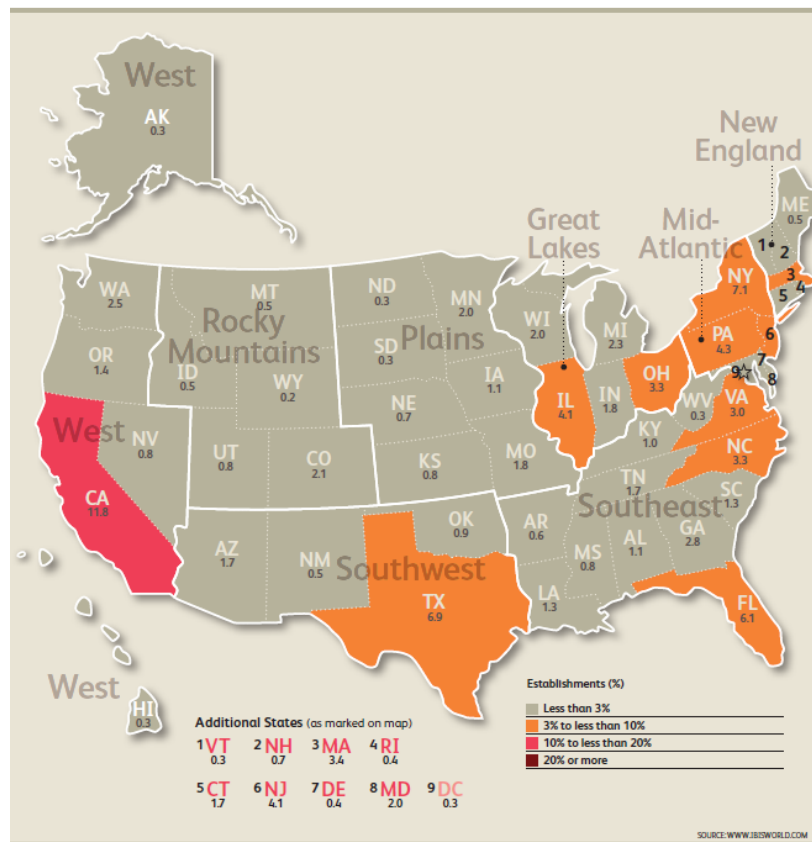
The Spokane Sportsplex will be located on public land on Spokane River's North Bank in downtown Spokane, Washington. The facility is projected to open in 2021. Once open, the 180,000 SF facility will offer up to 10 basketball courts, 17 volleyball courts and a 200-meter track, among other amenities.

Source: Facility website.

The facility is anticipated to host large sports tournaments as well as local sports group practices and competitions and community events. According to secondary sources, the project will largely be funded by a Washington State sales tax rebate and Spokane Public Facilities District (SPFD) reserves. According to secondary sources, the new facility is estimated to generate 18,000 to 23,000 additional out-of-town visitors; 26,000 to 46,000 additional hotel stays; \$19 to \$33 million in additional tourism spending; and \$1.0 to \$1.7 million in additional general tax revenues. Facility operations are estimated to generate gross revenues ranging from \$1.4 to \$2.0 million and expenses ranging from \$1.3 to \$1.5 million. The facility will be owned and operated by the SPFD.

OVERALL SUPPLY OF INDOOR SPORTS FACILITIES

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



Source: IBISWorld.

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

These types of facilities are increasingly being developed nationally to accommodate large tournaments/competitions that generate economic impact to the surrounding area. Market research shows that, on average, these facilities offer a minimum of eight (8) basketball courts (or 16 volleyball courts) among other amenities such as turf areas, walking tracks, lobbies, locker rooms and other flexible spaces.

SPORTS PARTICIPATION TRENDS

As previously mentioned, potential demand associated with any sports facility is somewhat dependent on the attributes of the industry as well as specific target market segments. The following pages profile trends in the annual number of participants in various indoor sports as well as the frequency of participation. Data utilized in this analysis was obtained from SBRnet. As stated earlier, sports participation rates are an indicator of potential demand for sports facilities. In general, as participation increases, so does the demand for sports facilities.

The following pages profile statistics for indoor sports including basketball, volleyball, cheerleading, gymnastics, martial arts and wrestling. As it relates to the sports included in this analysis, a participant is defined as an individual seven years of age or older who participates in a sport more than once per year. The definition of “frequent” participants varies for each sport and is noted by sport in the following tables.

Total and Frequent Participation

Basketball had the highest total participation in 2018, followed by volleyball. In 2018, volleyball had the highest frequent participation rate, followed by gymnastics and martial arts. Overall, total and frequent participation within the profiled sports has remained relatively consistent over the last five years. From 2017 to 2018, the number of frequent participants within each of the profiled sports increased, other than gymnastics which experienced a 4.3% decline.

Summary of Total and Frequent Participation - Indoor Sports and Recreation (000s)					
Sport	2014	2015	2016	2017	2018
Basketball - Total	23,709	24,812	24,762	24,600	24,864
Basketball - Frequent	5,289	4,918	4,682	4,724	5,102
% Frequent (50+ days/year)	22%	20%	19%	19%	21%
Volleyball - Total	10,171	10,699	10,697	10,500	10,083
Volleyball - Frequent	3,897	3,270	3,131	3,427	3,438
% Frequent (20+ days/year)	38%	31%	29%	33%	34%
Gymnastics - Total	5,448	5,769	6,115	6,020	6,028
Gymnastics - Frequent	1,900	1,691	1,699	1,700	1,627
% Frequent (40+ days/year)	35%	29%	28%	28%	27%
Martial Arts - Total	6,268	6,584	6,235	6,000	5,996
Martial Arts - Frequent	2,267	1,513	1,403	1,435	1,440
% Frequent (40+ days/year)	36%	23%	23%	24%	24%
Cheerleading - Total	3,647	3,739	3,709	3,500	3,584
Cheerleading - Frequent	710	824	727	726	741
% Frequent (70+ days/year)	19%	22%	20%	21%	21%
Wrestling - Total	2,864	3,045	2,984	3,200	3,236
Wrestling - Frequent	605	546	416	445	467
% Frequent (50+ days/year)	21%	18%	14%	14%	14%
Total	52,107	54,648	54,502	53,820	53,791
Frequent	14,668	12,762	12,058	12,457	12,815
% Frequent	28%	23%	22%	23%	24%

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

Sorted in descending order by 2018 total participation.

Source: Sports Business Research Network.

Participation by Geographic Region

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

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

2018 Indoor Sports Participation by Geographic Region (% of Participants)						
Geographic Region	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling
New England	4.0%	4.8%	6.7%	6.6%	3.7%	2.1%
Middle Atlantic	12.4%	12.4%	17.2%	12.3%	10.4%	17.9%
East North Central	15.7%	16.5%	14.1%	12.0%	17.7%	14.0%
West North Central	6.2%	9.5%	5.3%	5.3%	8.0%	10.8%
South Atlantic	20.2%	24.6%	16.9%	19.7%	16.3%	20.5%
East South Central	5.4%	5.6%	7.3%	4.6%	4.7%	2.5%
West South Central	10.9%	8.6%	15.0%	15.8%	14.3%	6.3%
Mountain	9.0%	9.5%	7.0%	9.6%	6.5%	6.8%
Pacific	16.2%	8.4%	10.4%	14.2%	18.4%	19.0%

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

Source: Sports Business Research Network.

Participation by Market Size

Relative to the profiled indoor sports, markets similar in size to the Salisbury MSA had the highest portion of their population participating in cheerleading followed by wrestling, gymnastics, volleyball, martial arts and basketball, respectively, in 2018.

2018 Indoor Sport Participation by Market Size (% of Participants)						
Market Size	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling
Non-MSA & MSA < 100,000	12.2%	12.6%	11.0%	10.5%	16.1%	12.2%
100,000 - 499,999	13.1%	20.3%	15.3%	14.1%	14.3%	17.1%
500,000 - 1,999,999	22.3%	18.4%	19.2%	17.9%	17.3%	11.4%
2,000,000 +	52.3%	48.7%	54.5%	57.5%	52.3%	59.3%

Note: Shading represents the market size of the Salisbury Metro Area.

Source: Sports Business Research Network.

Participation by Age

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

2018 Indoor Sport Participation by Total Age Group (% of Participants)						
Age Group	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling
7-11	14.4%	34.5%	38.6%	18.9%	14.7%	18.6%
12-17	21.1%	36.1%	20.9%	13.8%	26.3%	29.7%
18-24	17.1%	11.7%	10.6%	15.3%	15.3%	16.1%
25-34	18.6%	10.3%	13.3%	19.0%	18.8%	20.4%
35-44	16.1%	4.7%	5.1%	14.8%	12.2%	8.5%
45-54	6.9%	2.5%	4.2%	9.3%	7.9%	5.7%
55-64	4.1%	0.0%	3.9%	5.8%	3.4%	1.0%
65-74	1.7%	0.0%	2.9%	3.2%	1.4%	0.0%
75+	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%
Total Under 18 Years Old	35.5%	70.6%	59.5%	32.7%	41.0%	48.3%

Source: Sports Business Research Network.

Participation by Household Income

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

2018 Indoor Sports Participation by Household Income (% of Participants)						
Household Income	Basketball	Cheerleading	Gymnastics	Martial Arts	Volleyball	Wrestling
Under \$15,000	8.2%	9.8%	7.8%	7.2%	4.1%	8.8%
\$15,000 - \$24,999	6.1%	7.6%	6.5%	8.4%	8.2%	4.4%
\$25,000 - \$34,999	8.5%	6.0%	6.1%	5.6%	7.6%	6.4%
\$35,000 - \$49,999	12.2%	4.6%	7.5%	10.6%	10.0%	12.7%
\$50,000 - \$74,999	18.3%	16.1%	16.6%	19.6%	18.3%	23.9%
\$75,000 +	46.6%	55.8%	55.5%	48.5%	51.8%	43.8%

Source: Sports Business Research Network.

Potential Sports Participants

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

Sport	Potential Sports Participants - Frequent											
	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time
	Ages 7-17				Age 18+				All Ages			
Basketball	346	1,955	4,531	49,005	629	3,551	8,233	89,039	975	5,506	12,764	138,044
Cheerleading	92	518	1,201	12,995	38	216	500	5,411	130	734	1,701	18,406
Gymnastics	193	1,092	2,531	27,379	132	743	1,723	18,636	325	1,835	4,254	46,015
Martial Arts	85	480	1,113	12,037	175	988	2,291	24,774	260	1,468	3,404	36,811
Volleyball	267	1,504	3,489	37,732	384	2,165	5,021	54,298	651	3,669	8,510	92,030
Wrestling	31	177	411	4,445	34	190	440	4,758	65	367	851	9,203
Total	1,014	5,726	13,276	143,593	1,392	7,853	18,208	196,916	2,406	13,579	31,484	340,509

It is estimated that a total of 2,406 people of all ages in the 30-minute drive time market frequently participate in the profiled sports, while there are an estimated 340,509 frequent participants in the 180-minute drive time market. Basketball has the highest number of potential sports participants in each of the target markets, followed by volleyball.

As with the outdoor field complex, potential users of the proposed indoor fieldhouse were contacted to gauge their level of interest as well as to develop an understanding of their event requirements and attributes. The pages that follow summarize our outreach with these potential user groups.

INPUT FROM POTENTIAL DEMAND GENERATORS

To help identify potential market opportunities for the proposed indoor fieldhouse, direct input was obtained from representatives at a variety of sports organizations that host indoor local, regional, national and international tournament activity.

More than 50 different potential user groups representing indoor sports such as wrestling, basketball, volleyball, gymnastics, archery, cheer, dance, weightlifting, pickleball, etc. were contacted. In addition, several current users of existing indoor facilities in the TOC were surveyed to receive input related to their events, specifically their potential to expand with the development of the proposed indoor fieldhouse. Of those potential users contacted, a total of 26 indoor surveys were completed, many of which represent multiple events.









The following provides a list of organizations contacted as part of our outreach.

Adidas Gauntlet	Salisbury University
Baltimore Ravens	Shoe Wars
Beach Bound Basketball	Spirit Brands Cheer
Big Shots	Star Talent Productions
Chesapeake Region Volleyball Association	Stephen Decatur High Wrestling
Cool Hockey Events	The Jam! Brand
Crossfit	United States Twirling Association
Dynamic Volleyball Academy	U.S. Futsal Federation
Hoopz Showcase	USA Archery
International Association of Independent	USA Badminton
Gymnastics Clubs	USA Basketball
Maryland AAU	USA Boxing
Maryland Interscholastic Athletic Association	USA Fencing
Maryland Public Secondary Schools Athletic Association	USA Gymnastics
Maryland USA Gymnastics	USA Judo
Matrix Soccer	USA Jump Rope
May Super Shoot Out	USA Karate
National Archery in the Schools	USA Pickleball
National Association of Intercollegiate	USA Rhythmic Gymnastics
Gymnastics Club	USA Table Tennis Association
National Collegiate Table Tennis	USA Taekwondo
National Collegiate Wrestling Association	USA Team Handball
National Horseshoe Pitchers Association	USA Volleyball
National Travel Basketball Association	USA Weightlifting
Ocean City Basketball Classic	USA Wrestling
Ocean City Classic Martial Arts Championship	USSSA National
Overseas Basketball Combines	Varsity Cheer
Premier 1 Events	We Build You Play
Premier Basketball Tournaments	World Table Hockey Association
	Youth Basketball of America

Input from potential indoor sports tournament/competition organizers indicated relatively strong demand for an indoor fieldhouse in/near the TOC. Of those respondents who completed a survey, 73% expressed interest in hosting an event at the proposed indoor fieldhouse. Other key findings include the following:

- Although relatively strong interest was expressed by potential user groups, several users noted that the proposed indoor fieldhouse would face significant competition from existing indoor sports facilities in the region/nation.
- Those expressing interest in using the proposed new fieldhouse mentioned hotels, restaurants and the beach as attractive characteristics of the TOC as an event destination.
- Event promoters, especially those representing national and international events, indicated that they primarily seek a destination with a major airport, hotels, entertainment and a safe family environment when considering site locations. Those not interested cited the lack of a major airport as the primary reason along with the lack of club programs in the area and lack of destination appeal during the winter months.

The following graphic summarizes key input from users that expressed interest in hosting an event at the proposed indoor fieldhouse in/near the TOC.

 <p>42% Represent regional events (32% national, 16% state & 11% international)</p>	 <p>32% Host events in the spring (26% summer, 16% winter, 16% year-round & 11% fall)</p>	 <p>50% Prefer hardwood courts (28% either hardwood or sport-court, 17% other, 6% sport-court)</p>	 <p>7 Average number of courts required (Several considered 10 courts to be ideal)</p>
 <p>3 - 4 Typical number of total use days</p>	 <p>570 Average number of participants</p>	 <p>1,080 Average number of spectators</p>	 <p>1,000 – 3,000 Seating capacity required by the majority</p>

- As previously shown, the TOC experiences peak visitation in the summer. In aggregate, approximately 75% of potential users host events in either the spring, fall, winter and/or year-round. As such, these events provide an opportunity for the TOC to draw visitors during non-peak months.
- Longer events typically have greater potential to increase economic impacts. Events hosted by those interested typically take place over three to four total usage days.
- These events attract approximately 1.9 spectators per participant.

In addition, input obtained from existing users, such as We Build You Play, indicated that events hosted in the TOC have demand to expand but currently lack the facilities needed to do so. Several existing users who were interviewed estimated that they could add 36 to 100 more teams if additional space was available. These users indicated the ideal amount of courts for a new facility is eight (8) to 12 basketball courts and a minimum of 16 volleyball courts.

MARKET ASSESSMENT

Based on market research, the following pages provide an overview of relative market strengths/opportunities and challenges/threats associated with the proposed indoor fieldhouse. Many of these overlap with those shown previously for the proposed outdoor field complex.

Relative Market Strengths/Opportunities

- The TOC is an established destination for indoor sporting events
- Amenities in the TOC that serve as a draw for tournament promoters/organizers (e.g. beach, hotel supply, restaurants, retail, etc.)
- Supply and diversity of lodging options
- Well-developed, mature tourism and hospitality industry in place
- Established local, regional and State entities with significant experience attracting and/or creating/hosting large-scale tournaments/competitions that can also help market the facility
- Growing population within target markets and relatively high median household income within certain target markets
- Strong interest expressed by tournament promoters/organizers representing multiple indoor sports
- Desire and potential of existing users to grow their events
- Supports TOC's objective of increasing tourism and enhancing the area's reputation as a sports tournament destination
- Mid-Atlantic provides a large target market of participants
- Youth sports have historically fared well during economic downturns
- Proposed facility would increase the TOC's ability to host large tournaments/competitions that cannot currently be accommodated in existing facilities like the OCCC
- Well-developed, mature tourism and hospitality industry in place
- Regional synergies exist to potentially accommodate large-scale tournaments/competitions requiring a significant number of courts
- Proposed facility offers ability to host tournaments/competitions year-round and capitalize on shoulder seasons to increase tourism and demand for hotels during non-peak months
- A new indoor fieldhouse with a critical mass of courts could address a supply gap in the immediate market
- A new indoor fieldhouse would be complementary and create date availability at existing TOC-owned indoor facilities
- Potential to generate incremental new economic and fiscal impacts

Relative Market Challenges/Threats

- Competition from existing regional and national indoor sports facilities
- Potential future oversaturation of similar indoor sports facilities
- Drive time from urban areas such as Washington, D.C., Philadelphia and Baltimore given limited direct interstate access

- Traffic congestion, particularly during peak summer months
- Lack of a major airport with direct flight options, particularly for some regional and national tournaments/competitions
- Limited hotel availability and affordable pricing during peak summer months
- Geographic location could be a limitation for attracting certain events requiring a central location within the U.S.
- Local population base may not provide large numbers of youth/adult sports participants relative to other major markets, due to the relatively small year-round population, relatively high median age, and relatively low population base under the age of 18 years old
- Relatively limited corporate base
- Beach is not considered a draw by some during winter months
- Coordinating partnership efforts between the TOC and Worcester County
- Funding/financing for such a facility
- Potential changes in general macro-economic conditions

Overall Summary

The market analysis indicates relatively strong demand exists for a new indoor fieldhouse in/near the TOC. Market research, including input from potential users, suggests that a first-class facility with a minimum of eight (8) full basketball courts and other related supporting infrastructure should place the TOC in a favorable position to attract new indoor sporting tournaments/competitions that increase visitation in non-peak months. In addition, a new indoor fieldhouse would create date availability at OCCC for other events such as conventions/tradeshows that generate economic and fiscal impacts.

As with the proposed outdoor field complex, a new indoor fieldhouse would face several market challenges such as direct competition from local indoor sports facilities such as the Crown Sports Center as well as regional facilities including Spooky Nook Sports, Maryland SoccerPlex & Discovery Sports Center, Boo Williams Sportsplex, Virginia Beach Fieldhouse and Virginia Beach Sports Center when it opens.

Further, given the increasing supply of indoor sports facilities, it will be important for the TOC to offer a facility that seeks to differentiate itself from competitors with its building program, design elements, supporting amenities and infrastructure as well as service levels. Market research did not indicate strong demand for indoor turf fields or an indoor track, particularly in the short term since these building program elements are, or will be, offered at local and/or regional competitive facilities such as Crown Sports Center and Virginia Beach Sports Center.

The relatively small year-round population, particularly under the age of 18 years old, does not provide a significant base for league activity. If developed, the TOC may want to consider purchasing a turf surface that can overlay on the hardwood courts. This approach could increase the facility's year-round usage for recreational uses during non-peak times as well as fee-based activity including practice, training and playing time for outdoor sports participants. More research would need to be conducted to better understand the cost/benefit of this option. Strategic programming and pricing as well as storage of the turf would also need to be considered.

Despite certain market shortcomings such as the lack of direct interstate access and direct flights at the Salisbury-Ocean City Wicomico Regional Airport, the TOC is considered an established, highly desirable destination by many event promoters given its beach location as well as the amount and diversity of overnight accommodations.

RECOMMENDED BUILDING PROGRAM – INDOOR FIELDHOUSE

Based on the market research conducted as part of this analysis, the following summarizes recommended building program elements, patron amenities and other related supporting infrastructure for the proposed new indoor fieldhouse.

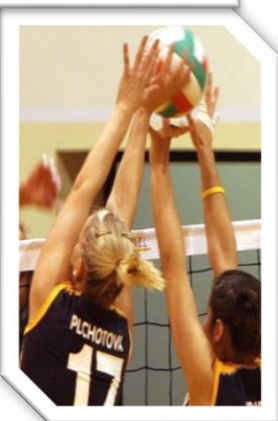
- A critical mass of competitive floor space for various sports to accommodate a minimum of eight (8) to 10 tournament-quality basketball courts (or 16 to 20 volleyball courts)
 - Space for team gathering areas and warm-ups
 - A minimum ceiling height of 30 feet
- Flexible design that is divisible (including court dividers) and can accommodate diverse, simultaneous events
- Spectator seating ranging between 1,000 and 3,000 for a championship court setting attained through a combination of retractable seats and temporary bleachers
- Consistent lighting for all floor spaces/courts
- Sufficient and convenient on-site parking
- Scoreboards and timing systems on each court
- Support areas and amenities including lobby, meeting/team rooms, offices, mechanical/electrical rooms, concessions, restrooms, storage, circulation, merchandise areas, locker rooms, lounges, robust Wi-Fi service that can support streaming and a public address system throughout the facility

Based on industry experience as well as building programs at comparable facilities, it is estimated that the building program outlined above would require approximately 105,000 to 125,000 gross SF of enclosed space including:

- Basketball/Volleyball Courts: 70,000 – 80,000 SF
- Flex space & Support Areas: 35,000 – 45,000 SF

Including parking, it is estimated that development of the indoor fieldhouse would require approximately seven (7) to 10 acres of land depending on the actual building concept developed.

6. ECONOMIC AND FISCAL IMPACT ANALYSIS



ECONOMIC AND FISCAL IMPACT ANALYSIS

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

- Enhancing the overall quality of life and livability of the area
- Attracting a critical mass of visitors annually that supports area businesses
- Increasing the development of elite-level sport participants in the area
- Offering an attractive venue to residents and visitors that hosts diverse event activity
- Enhancing the area's image as a destination
- Capitalizing on existing tourism efforts
- Broadening market reach to new visitors
- Attracting visitors during off-peak months
- Receiving increased State, regional and national media exposure through hosting tournament activity
- Serving as a catalyst for future economic development in the area
- Broadening the area's economic base
- Producing economic and fiscal impacts
- Generating private sector development and/or funding

Each of these benefits is important in assessing the impacts that the proposed facilities may have on the area. While the value of many of these benefits is difficult to measure, the economic activity generated can be quantified. This analysis estimates the direct, indirect and induced benefits associated with the ongoing operations of each proposed facility, including the associated tax revenues. This economic and fiscal impact analysis reflects the competitive landscape as of January 2020.

While several assumptions may apply to both the proposed outdoor field complex and the indoor fieldhouse, each facility was evaluated separately. In addition, while this analysis is non-site specific, it is assumed that both projects will be located proximate to amenities such as hotels, restaurants, beaches, etc. and, therefore, it should be noted that a site location differing from this assumption would likely adversely impact the estimates of economic and fiscal impacts outlined in this report.

GENERAL METHODOLOGY

This analysis estimates the new economic and fiscal impacts that could potentially be generated from each of the proposed sports facilities. Regional input-output models are typically used by economists as a tool to understand the flow of goods and services among regions and measure the complex interactions among them given an initial spending estimate.

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

Once the amount for direct spending is quantified, a calculated multiplier is applied to generate the indirect and induced effects. The sum of direct, indirect and induced effects equals total economic impact, which is expressed in terms of total output, employment (jobs) and earnings. This analysis also estimates the tax revenues generated from ongoing operations of both the proposed outdoor field complex and indoor fieldhouse.

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

Although not quantified in this analysis, construction costs associated with development of a new outdoor field complex and/or indoor fieldhouse would provide additional economic and fiscal impacts to the local area and the State during the construction period. These benefits would include the creation of jobs which produce earnings for area residents as well as increased tax revenues from the purchase of materials and supplies.

Direct Spending

Estimating direct spending is the first step in calculating economic impact. Direct spending represents the initial change in spending that occurs as a direct result of ongoing operations of the proposed facilities. Direct spending occurs from facility operations as well as from attendee spending before and after events. Based on the estimated mix of event activity, attendees were categorized as either non-local daytrippers who travel to and from the TOC for the event on the same day or non-local overnight attendees who generate room nights. Estimated spending by local attendees was excluded. Each group was assigned different per capita spending amounts based on data provided by the TOC, the Maryland Office of Tourism Development and other secondary industry research. In order to estimate the net new economic impact to the area, adjustments were made to gross direct spending to account for displacement (i.e. spending that would likely have occurred elsewhere in the economy without the presence of the proposed outdoor field complex/indoor fieldhouse) and leakage (i.e. spending that occurs outside of the area). The economic impacts shown in this section reflect the estimated net new impacts associated with the proposed sports facilities.

Multiplier Effect

Additional economic impacts are produced through the re-spending of net new direct spending. To quantify the inputs needed to produce the total output, economists have developed multiplier models. The estimation of multipliers relies on input-output models, a technique for quantifying interactions between firms, industries and social institutions within a local economy. This analysis uses IMPLAN software and databases which are developed under exclusive rights by IMPLAN Group LLC. IMPLAN, which stands for Impact Analysis for Planning, is a computer software package that consists of procedures for estimating local input-output models and associated databases. The IMPLAN software package allows the estimation of the multiplier effects of changes in final demand for one industry on all other industries within a defined economic area. Its proprietary methodology includes a matrix of production and distribution data among all counties in the U.S. As such, the advantages of this model are that it is sensitive to both location and type of spending and can provide indirect and induced spending, employment and earnings information by specific industry category while considering the leakages associated with the purchase of certain goods and services outside the economy under consideration.

Once the direct spending amounts are assigned to an appropriate industry category, the IMPLAN model estimates the economic multiplier effects for each type of direct new spending attracted to or retained in the area resulting from ongoing operations of the proposed new facilities. The total output multiplier is used to estimate the aggregate total spending that occurs beginning with direct spending and continuing through successive rounds of re-spending which are generally referred to as indirect and induced effects on the area economy.

Indirect and Induced Impacts

Indirect impacts reflect the re-spending of the initial or direct expenditures, or the business-to-business transactions required to satisfy the direct effect (e.g. impacts from non-wage expenditures). For example, an attendee's direct expenditures at a restaurant require the restaurant owner to purchase food and items from suppliers. The portion of these restaurant purchases that are spent within the area economy are indirect impacts.

Induced impacts reflect changes in local spending by households on goods and services that result from income changes in the directly and indirectly affected industry sectors (e.g. impacts from wage expenditures). For instance, a server at a restaurant could have more personal income due to an attendee's visit to the restaurant. The amount of increased income that the employee spends in the community is an induced impact.

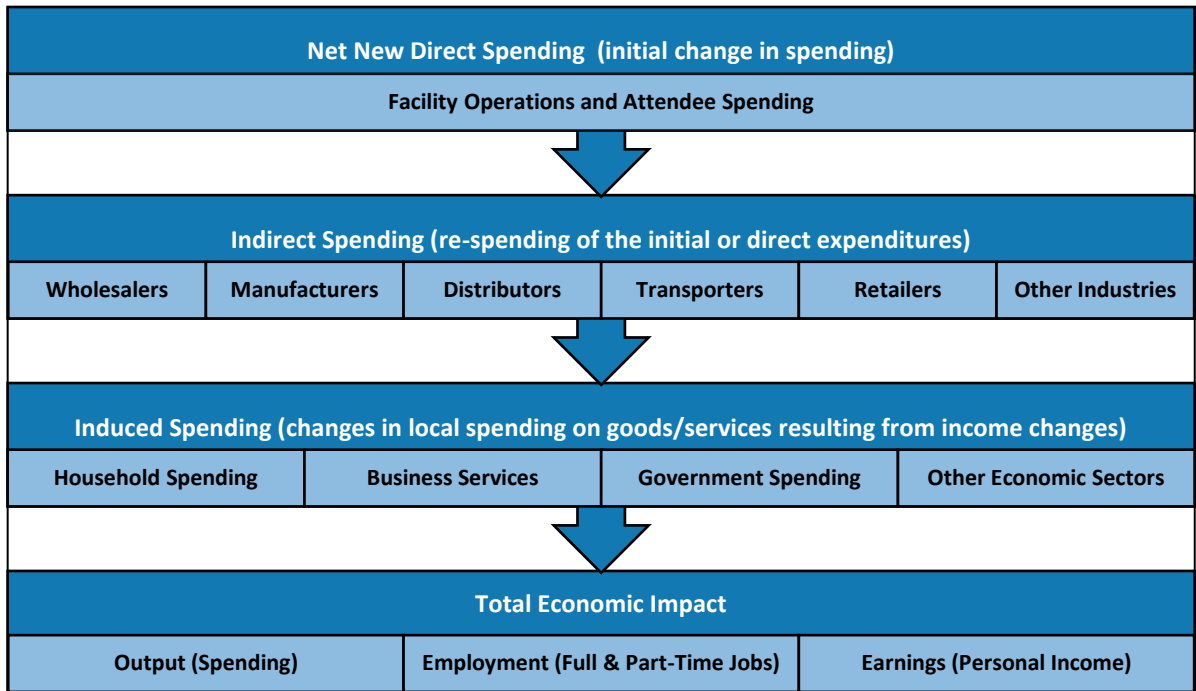
The model generates estimates of these impacts through a series of relationships using average wages, prices and transportation data, considering commute patterns and the relative interdependence of the economy on outside regions for goods and services.

Total Economic Impact

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

- *Total Output* represents the sum of direct, indirect and induced spending effects generated from operations of the proposed new outdoor field complex and indoor fieldhouse. This calculation measures the total dollar change in output that occurs in the local economy for each dollar of output delivered to final demand.
- *Employment (Jobs)* represents the number of full-time and part-time jobs supported by operations of the proposed new outdoor field complex and indoor fieldhouse. The employment multiplier measures the total change in the number of jobs supported in the local economy for each additional \$1.0 million of output delivered to final demand. It should be noted that a person can hold more than one job, so total jobs are not necessarily the same as the count of employed persons. Further, the total number of jobs does not reflect employees working at the proposed facilities but rather the total number of jobs that are directly and indirectly supported on an annual basis in multiple sectors of the economy due to the on-going operations of the proposed new outdoor field complex and indoor fieldhouse.
- *Earnings (Personal Income)* represent the wages and salaries earned by employees of businesses associated with or impacted by operations of the proposed new outdoor field complex and indoor fieldhouse. In other words, the multiplier measures the total dollar change in earnings of households employed by the affected industries for each additional dollar of output delivered to final demand.

The following graphic illustrates the multiplier effects for calculating total economic impact.



Tax Revenues

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

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

Local Taxes

Room Tax – Prior to January 2020, the rental of hotel or motel rooms, apartments, condominiums, cottages, mobile homes and any other sleeping accommodation to an individual for less than four months and one day in the TOC was subject to a 4.5% room tax. In January 2020, the room tax rate increased to 5.0%. As such, estimates used in this report reflect the increased rate of 5.0%.

Admissions and Amusement Tax – The admissions and amusement tax is a local tax collected by the Comptroller's Office for Maryland's counties and Baltimore City, incorporated cities and towns and the MSA. The tax is imposed on the gross receipts from admissions, the use or rental of recreational or sports equipment and the sale of merchandise, refreshments or services at a nightclub or similar place where entertainment is provided. The admissions and amusement tax rate varies by locality and by activity and is 3.0% in the TOC. For purposes of this analysis, the tax rate was applied to the estimated direct spending on entertainment as well as estimated facility/field rental revenue.

Local Personal Income Tax – Worcester County imposes a personal income tax of 2.25% which is calculated as a percentage of taxable income. For purposes of this analysis and based on public information obtained online from the Comptroller of Maryland’s office, an effective tax rate was calculated and applied to a portion of County-level earnings estimated to be generated from operations of the two proposed sports facilities. Because local income tax is based on where a person lives, not where they work, only a portion of personal income taxes generated from the operations of the proposed new outdoor field complex and indoor fieldhouse occurs in the County.

Food and Beverage Tax – A 0.5% local sales tax on food and beverages is imposed in the TOC for the purpose of paying the principal and interest on bonds issued to finance the construction, reconstruction, repair, renovation and equipment of the OCCC. The tax is applicable to most food and beverage sales except those for consumption off premises or vending machine sales. This tax revenue will be dependent on the site location of the proposed new sports facilities.

State of Maryland Taxes

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

Sales and Use Tax – The State of Maryland collects 6% sales and use tax from sales and leases of tangible personal property and services throughout the State and a 9% tax on alcoholic beverages. For purposes of this analysis, the 6% tax rate is applied to estimated taxable spending at the State level generated from the proposed new outdoor field complex and indoor fieldhouse operations, which represents a conservative estimate relative to the sale of alcoholic beverages.

Personal Income Tax – The State of Maryland imposes a personal income tax assessed against personal income earned in the State. The State income tax is a graduated rate ranging from 2.0% to 5.75% of taxable income. Effective January 2020, nonresidents are subject to a special tax rate of 2.25% in addition to the State income tax rate. For purposes of this analysis and based on public information obtained online from the Comptroller of Maryland’s office, an effective tax rate was calculated and applied to a portion of State-level earnings estimated to be generated by the proposed new outdoor field complex and indoor fieldhouse operations.

Corporate Income Tax – A corporate income tax of 8.25% of corporate federal taxable income adjusted by State modifications is also levied by the State of Maryland on corporations. For purposes of this analysis and based on public information obtained online from the Comptroller of Maryland’s office, an effective tax rate was calculated and applied to State-level output estimated to be generated by the proposed new outdoor field complex and indoor fieldhouse operations.

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

KEY ASSUMPTIONS

The following key assumptions were used to develop the updated estimates of event usage and economic and fiscal impacts for the proposed outdoor field complex and the proposed indoor fieldhouse. It should be noted that these assumptions are preliminary and should continue to be refined as decisions related to the building program, site location and other operating characteristics evolve.

- The facility is in the TOC and is proximate to amenities such as hotels, restaurants, retail, entertainment, etc.
- The facility meets the recommended building program outlined earlier in this report.
- The facility is designed and constructed to be a high-quality tournament facility that is competitive with industry leading facilities.
- The selected site is adequate in terms of visibility, ingress and egress, parking, safety and other similar issues.
- The facility is owned by the TOC and staffed with personnel who specialize in managing similar facilities.
- Booking is primarily focused on events that generate room nights and economic impact.
- The facility is aggressively marketed by established tourism agencies at the local and State levels.
- A high level of quality customer service will be provided by management and local tourism and hospitality agencies/organizations/companies.
- Cooperative coordination will occur amongst facility management and tourism/hospitality stakeholders at the local and State levels.
- Hotels will actively support sports tourism initiatives (and potentially modify some existing policies) by:
 - Providing access to room blocks to support participants year-round, including summer.
 - Adjusting the required minimum stay lengths to accommodate tournament participant needs.
 - Working with promoters that utilize a stay-to-play model.
- No other similar, competitive facility is built or expanded in the region other than those noted in the study.
- This analysis reflects the competitive landscape as of January 2020 including both the previously described supply of existing and planned facilities as well as changes in the broader industry.
- No major economic fluctuations, acts of nature or cataclysmic events occur that could adversely impact the dynamics of the project.

ECONOMIC AND FISCAL IMPACTS – OUTDOOR FIELD COMPLEX

Based on the previously outlined general methodology and key assumptions, the following pages provide estimated economic and fiscal impacts from ongoing operations of the proposed outdoor field complex.

Usage Assumptions

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

Overall utilization at any complex is typically dependent on multiple factors (e.g. market size; accessibility; nearby amenities; size; configuration and quality of the facilities offered; effectiveness of the management team in booking the facility; date availability; cost; etc.) and is rarely consistent.

The following table summarizes the total estimated usage for the proposed outdoor field complex. Operating strategy, building program elements, location and the supply/availability of existing sports facilities/complexes in the market will impact the type and amount of tournament usage at the proposed outdoor field complex.

Proposed Outdoor Field Complex in the Town of Ocean City Estimate of Annual Event Usage (Stabilized Year)			
Category	Range		
Tournament Activity			
Total Events	18	-	22
Total Event Days	45	-	55
Number of Participants	25,200	-	30,800
Number of Spectators	56,700	-	69,300
Average Length of Stay (Days)	2.5	-	2.5
Total Attendee Days	204,750	-	250,250

As shown, the proposed outdoor field complex is estimated to host 18 to 22 tournaments annually that generate between 204,750 and 250,250 total attendee days from multiple sports such as soccer, lacrosse, ultimate, field hockey, rugby, etc. An attendee day is defined as total attendance multiplied by the event length. For example, a three-day tournament with 200 attendees equates to 600 attendee days which reflects that the same attendees return to the event each of the three days. Based on market research, it is estimated that approximately 90% of this event activity would be net new to the TOC and 70% would be net new to the State.

Although this analysis does not include estimates related to league activity, it is likely that the TOC and the County will work together to host leagues, camps and other local sports activity.

While the average tournament length is estimated to be 2.5 days, the average length of stay for overnight attendees is estimated to be 2.0 nights. Based on these and other assumptions, the number of net new hotel room nights generated from activities at the proposed outdoor field complex in a stabilized year of operations is estimated to range between 39,300 and 48,000 in the TOC, of which between 34,400 and 42,000 are estimated to be net new in the State. Although not accounted for in this analysis, the proposed outdoor field complex's geographic location in the TOC provides an opportunity to capture additional overnight stays either from attendees extending their stay or returning for a separate vacation.

Estimated Annual New Economic Impacts

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

Proposed Outdoor Field Complex in the Town of Ocean City Estimate of Annual New Economic Impacts From Ongoing Operations (Stabilized Year)						
Category	Town of Ocean City			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$22,100,000	-	\$27,000,000	\$19,400,000	-	\$23,700,000
Indirect & Induced Spending	\$10,100,000	-	\$12,300,000	\$14,300,000	-	\$17,500,000
Total Output	\$32,200,000	-	\$39,300,000	\$33,700,000	-	\$41,200,000
Total Jobs (Full-Time & Part-Time)	380	-	460	340	-	420
Total Earnings	\$11,500,000	-	\$14,000,000	\$12,500,000	-	\$15,200,000

Notes: Local and State amounts are not additive.

Total jobs represent full-time and part-time positions sustained on an annual basis as defined on page 71.

As shown, net new direct spending associated with ongoing operations of the proposed outdoor field complex in a stabilized year of operations is estimated to range from \$22.1 million to \$27.0 million annually in the TOC and from \$19.4 million to \$23.7 million annually in the State. Total output (i.e. direct, indirect and induced spending) is estimated to range from \$32.2 million to \$39.3 million annually in the TOC and from \$33.7 million to \$41.2 million annually in the State.

Outputs from the IMPLAN model indicate that this new spending is estimated to support between 380 and 460 new full-time and part-time jobs and between \$11.5 million and \$14.0 million in earnings annually within the TOC and between 340 and 420 new full-time and part-time jobs and \$12.5 million and \$15.2 million in earnings within the State. It should be noted that a person can hold more than one job, so total jobs are not necessarily the same as the count of employed persons.

Estimated Annual New Tax Revenues

As shown in the table below, new tax revenues generated from ongoing operations of the proposed outdoor field complex are estimated to range from \$0.5 million to \$0.6 million at the local level and \$2.0 million to \$2.4 million at the State level in a stabilized year of operations.

Proposed Outdoor Field Complex in the Town of Ocean City Estimate of Annual New Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
Entity	Range		
Town of Ocean City/Worcester County	\$500,000	-	\$600,000
State of Maryland	\$2,000,000	-	\$2,400,000
Grand Total	\$2,500,000	-	\$3,000,000

ECONOMIC AND FISCAL IMPACTS – INDOOR FIELDHOUSE

Based on the previously outlined general methodology and key assumptions, the following pages provide estimated economic and fiscal impacts from ongoing operations of the proposed indoor fieldhouse.

Usage Assumptions

The table below summarizes the total estimated usage for the proposed indoor fieldhouse for a stabilized year of operations. As with the proposed outdoor field complex, operating strategy, building program elements, location and the supply/availability of existing sports facilities in the market will impact the type and amount of tournament activity at the proposed indoor fieldhouse.

Proposed Indoor Fieldhouse in the Town of Ocean City Estimate of Annual Usage (Stabilized Year)			
Category	Range		
Tournament Activity			
Total Events	32	-	38
Total Event Days	80	-	95
Total Number of Participants	24,470	-	28,830
Total Number of Spectators	48,940	-	57,660
Average Length of Stay (Days)	2.5	-	2.5
Total Attendee Days	183,525	-	216,225
Leagues & Camps/Clinics			
Total Participant Days	97,900	-	97,900
Grand Total Attendee Days	281,425	-	314,125

As shown, the proposed indoor fieldhouse is estimated to host 32 to 38 tournaments annually that generate between 183,525 and 216,225 total attendee days from multiple sports such as volleyball, basketball, wrestling, martial arts, pickleball, cheer, dance, etc. Based on market research, it is estimated that approximately 90% of this event activity would be new to the TOC and 70% would be new to the State.

In addition, the proposed new indoor fieldhouse is estimated to host 97,900 participant days related to leagues, camps and clinics. Activity related to leagues, camps and clinics is assumed to be local and therefore excluded from the economic and fiscal impact analysis.

Although not estimated as part of this study effort, programming at the proposed indoor fieldhouse could also include events such as meetings, banquets and other community activities and serve as a complementary asset to the OCCC.

Based on market research, the average tournament length is 2.5 days and the average length of stay for overnight attendees is estimated to be 2.0 nights. Based on these assumptions, the number of net new hotel room nights generated from activities at the proposed indoor fieldhouse in a stabilized year of operations is estimated to range between 35,200 and 41,500 in the TOC, of which between 30,800 and 36,300 is estimated to be net new in the State. As with the proposed outdoor field complex, the geographic location of the proposed indoor fieldhouse in the TOC provides an opportunity to capture additional overnight stays from attendees extending their stay or returning for a separate vacation.

Estimated Annual New Economic Impacts

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

Proposed Indoor Fieldhouse in the Town of Ocean City						
Estimate of Annual New Economic Impacts Generated from Ongoing Operations (Stabilized Year)						
Category	Town of Ocean City			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$20,200,000	-	\$23,800,000	\$17,800,000	-	\$21,000,000
Indirect & Induced Spending	9,200,000	-	10,800,000	13,300,000	-	15,500,000
Total Output	\$29,400,000	-	\$34,600,000	\$31,100,000	-	\$36,500,000
Total Jobs (Full-Time & Part-Time)	340	-	400	310	-	370
Total Earnings	\$10,400,000	-	\$12,300,000	\$11,500,000	-	\$13,500,000

Notes: Local and State amounts are not additive.

Total jobs represent full-time and part-time positions sustained on an annual basis as defined on page 71.

As shown in the table, net new direct spending associated with ongoing operations of the proposed indoor fieldhouse in a stabilized year of operations is estimated to range from \$20.2 million to \$23.8 million annually in the TOC and from \$17.8 million to \$21.0 million annually in the State. Total output (i.e. direct, indirect and induced spending) is estimated to range from \$29.4 million to \$34.6 million annually in the TOC and from \$31.1 million to \$36.5 million annually in the State.

Outputs from the IMPLAN model indicate that this new spending is estimated to support between 340 and 400 new full-time and part-time jobs and between \$10.4 million and \$12.3 million in earnings annually within the TOC and between 310 and 370 new full-time and part-time jobs and \$11.5 million and \$13.5 million in earnings annually within the State. As previously mentioned, a person can hold more than one job, so total jobs are not necessarily the same as the count of employed persons.

Estimated Annual New Tax Revenues

As shown in the table below, annual new tax revenues generated from ongoing operations of the proposed new indoor fieldhouse are estimated to range from \$0.5 million to \$0.6 million at the local level and from \$1.8 million to \$2.1 million at the State level in a stabilized year of operations.

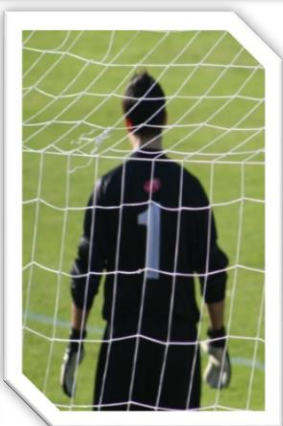
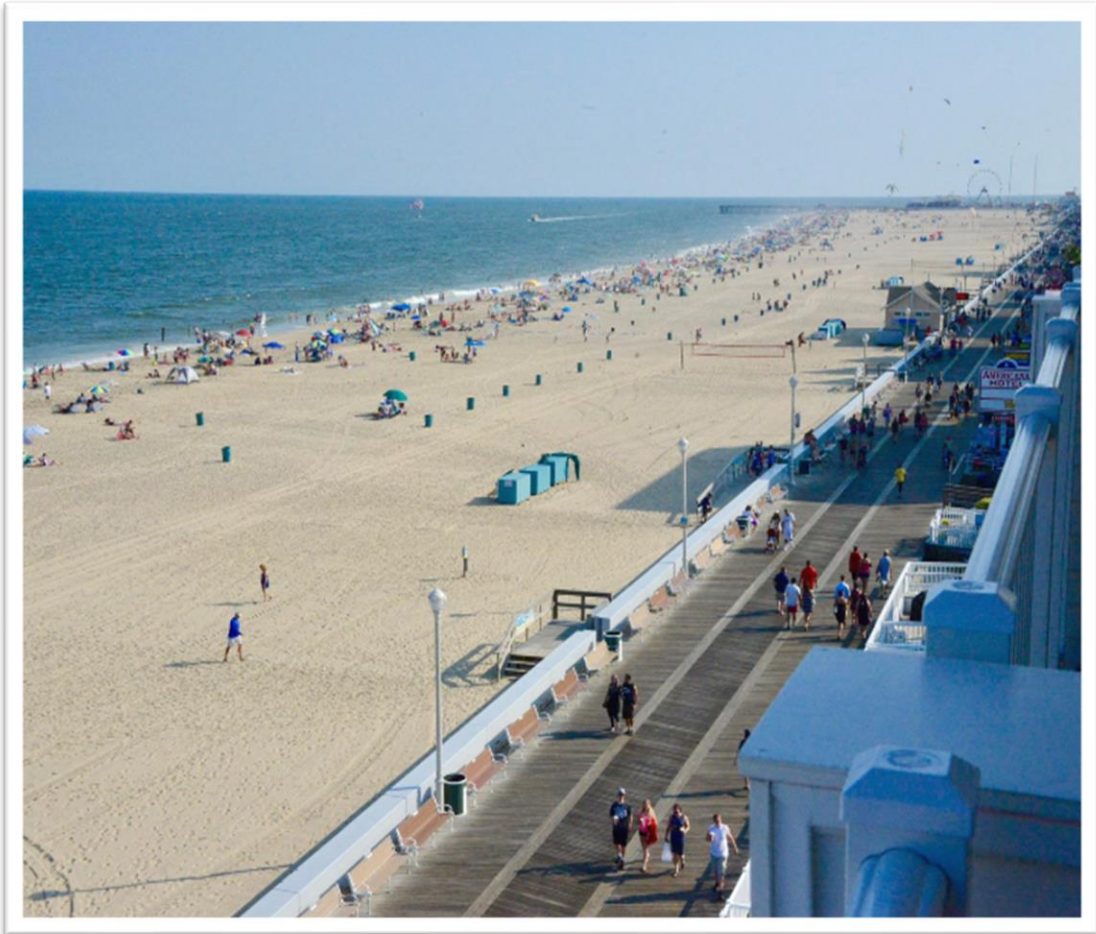
Proposed Indoor Fieldhouse in the Town of Ocean City			
Estimate of Annual New Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
Entity	Range		
Town of Ocean City/Worcester County	\$500,000	-	\$600,000
State of Maryland	\$1,800,000	-	\$2,100,000
Grand Total	\$2,300,000	-	\$2,700,000

POTENTIAL NEXT STEPS FOR EITHER OR BOTH PROPOSED FACILITIES

Should the TOC decide to move forward with either or both proposed projects, typical next steps in the development planning process include:

- Selecting and obtaining a site that can accommodate the required programmatic elements
- Preparing a detailed building program, development costs, and development schedule as well as conceptual floor and site plans based on the selected site location
- Updating estimates of economic and fiscal impacts to reflect the selected site location
- Solidifying an operating strategy for the facility that includes a management team with extensive experience booking, marketing and servicing the target market as well as a well-defined mission statement, booking policy and rate structure
- Developing a solid, sustainable financial plan that addresses both ongoing operational needs and long-term capital improvement needs
- Creating a funding plan that covers development costs, which may include both public and private sector partners

7. LIMITING CONDITIONS AND ASSUMPTIONS



LIMITING CONDITIONS AND ASSUMPTIONS

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

- This analysis has been prepared for the Maryland Stadium Authority (Client) on behalf of the Town of Ocean City (TOC) for its internal decision-making purposes associated with a proposed outdoor field complex and indoor fieldhouse and should not be used for any other purposes without the prior written consent of Crossroads Consulting Services LLC.
- This report should only be used for its intended purpose by the entities to whom it is addressed. Reproduction or publication by other parties is strictly prohibited.
- The findings and assumptions contained in the report reflect analysis of primary and secondary sources. We have utilized sources that are deemed to be accurate but cannot guarantee their accuracy. No information provided to us by others was audited or verified and was assumed to be correct.
- Although the analysis includes findings and recommendations, all decisions relating to the implementation of such findings and recommendations shall be the Client's responsibility.
- Estimates and analysis regarding the proposed new sports facilities are based on trends and assumptions and, therefore, there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.
- Although this analysis utilizes various mathematical calculations, the final estimates are subjective and may be influenced by our experience and other factors not explicitly stated.
- We have no obligation, unless subsequently engaged, to update this report or revise this analysis as presented due to events or circumstances occurring after the date of this report.
- The quality of ownership and management of a new outdoor field complex and/or indoor fieldhouse can have a direct impact on economic performance. This analysis assumes responsible and competent ownership and management. Any departure from this assumption may have a significant impact on the findings outlined in this report.
- Multiple external factors influence current and anticipated market conditions. Although we have not knowingly withheld any pertinent facts, we do not guarantee that we have knowledge of all factors which might influence the operating potential of the proposed sports facilities. Due to quick changes in the external factors, actual results may vary significantly from estimates presented in this report.
- The analysis performed was limited in nature and, as such, Crossroads Consulting Services LLC does not express an opinion or any other form of assurance on the information presented in this report.
- The analysis is intended to be read and used in its entirety. Separation of any portion from the main body of the report is prohibited and negates the analysis.
- In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by the Client and may not be relied upon by any party for any purpose including any matter pertaining to financing.

ATTACHMENT C.2

**MARKET AND ECONOMIC ANALYSIS UPDATE FOR A PROPOSED NEW
SPORTS COMPLEX IN BERLIN, MARYLAND**

BY CROSSROADS CONSULTING, DATED NOVEMBER 2022



Larry Hogan
Governor

Michael J. Frenz
Executive Director

Members

Thomas E. Kelso
Chairman

Leonard J. Attman
Joseph C. Bryce
Michael Huber
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November 28, 2022

The Honorable Richard Meehan
Mayor, Town of Ocean City
City Hall, 301 North Baltimore Avenue
P.O. Box 158
Ocean City, Maryland 21843-0158

**RE: Proposed Sports Complex
Berlin, Maryland**

Dear Mayor Meehan,

The Maryland Stadium Authority (the "MSA") is pleased to present the attached report (the "Report") for the proposed Sports Complex in Berlin.

The Sports Complex consists of the following components:

- 8 to 10 tournament quality outdoor athletic fields.
- 125,000 square foot indoor facility.

MSA engaged the following consultants to provide services toward the effort:

- Crossroads Consulting provided market, economic and business services.
- Populous, under contract with Crossroads Consulting, provided design and engineering services.
- O'Connor Construction Management Incorporated (OCMI) provided cost estimating services.

The Report is comprised of the following documents:

- Market and Economic Analysis Update for a Proposed New Sports Complex in Berlin, Maryland Report by Crossroads Consulting dated November 2022.
- MSA Town of Ocean City Sports Complex Conceptual Design Cost Estimate – R3 by OCMI dated August 24, 2022.

The methodology used was as follows:

- Crossroads Consulting established a building program for the components of the Sports Complex based on market and economic research and analysis.
- Populous developed a conceptual site layout based on the building program established by Crossroads Consulting and the characteristics of the selected site.
- OCMI developed cost estimates for the construction of the Sports Complex components based on the conceptual site plan from Populous.
- MSA used the estimated Net Direct Building Cost amount from the OCMI cost estimate to establish costs for general conditions, fees and bonding by a Construction Manager. This was added to the Net Direct Building Cost to determine the total estimated "Cost of Construction." The total estimated Cost of Construction was used to estimate the "soft costs" associated with non-construction related items including design and engineering, permitting, owner project management and on-site representation, testing and inspection services, and overall project contingency.

Key findings including estimated market and fiscal impacts, estimated project cost and potential next steps are identified on the attached fact sheet which summarizes the information contained in the Report.

Please contact this office with any questions or concerns.

Yours,

Michael J. Frenz

Michael J. Frenz
Executive Director

Maryland Stadium Authority
Proposed Sports Complex
Berlin, MD

➤ Background and Timeline of Events

- In May 2019, Maryland Stadium Authority (the “MSA”) entered into a Memorandum of Understanding with the Mayor of the Town of Ocean City (the “TOC”) to manage a market and economic study to assess the merits of developing and operating a new outdoor field complex and a new indoor fieldhouse (collectively the “Sports Complex”) to be located in or near Ocean City.
 - The analysis of each component was non-site specific and the market/economic research for each was independent of the other.
 - Market research indicated demand for 8 to 10 tournament quality, multi-purpose fields and a new indoor fieldhouse with 8 to 10 tournament quality basketball courts (16 to 20 volleyball courts).
 - The study was completed in January 2020. Due to the COVID-19 pandemic, the release of the study was delayed until November 2021.
- In April 2022, the TOC engaged MSA to: (1) update certain aspects of the study released in November 2021, (2) provide a site assessment considering a scenario that co-locates a 10-field outdoor complex and a 125,000 sf fieldhouse on a site adjacent to Stephen Decatur High School in Berlin, and (3) produce an order of magnitude cost estimate to construct the Sports Complex at the proposed site.

➤ Study Includes

- Updated market research including demographic/socioeconomic data, transportation access, hotel supply and key market observations.
- Updated profile of the supply of existing and planned sports facilities in the region and select sports facilities in the nation.
- Updated summary of sports participation trends.
- A conceptual program and site plan to confirm that the Sports Complex can fit on the proposed site.
- A site assessment summarizing relative pros and cons associated with the proposed site.
- Updated economic and fiscal impact analysis including:
 - An estimate of the annual gross and the annual net new economic impacts in terms of spending, employment, and earnings associated with on-going operations of each facility in a stabilized year of operation.
 - An estimate of the annual gross and the annual net new fiscal impacts associated with on-going operations of each facility in a stabilized year of operation.
- An order of magnitude cost estimate to construct the Sports Complex.

➤ Key Findings

- Demand exists for both the indoor and outdoor components of the proposed Sports Complex.
- The proposed new indoor fieldhouse is estimated to account for approximately 48% of estimated economic and fiscal impacts and the proposed new outdoor sports field complex is estimated to account for approximately 52%.
- The proposed site has the capacity to accommodate the new Sports Complex and is generally considered to be adequate to excellent based on evaluation of physical site factors, vehicular/pedestrian access and contextual design issues.

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Berlin, MD

- Based on the market research conducted to date, the proposed Sports Complex would likely operate at a deficit, which is not unlike other similar facilities that are built for their ability to generate economic activity.
- In addition to tournament activity, the proposed new Sports Complex could host additional activities such as County sports programs, clinics, leagues, etc.

➤ Economic and Fiscal Impacts in a Stabilized Year of Operation

- Usage, Attendance and Net New Hotel Room Nights

	Outdoor Field Complex		Indoor Fieldhouse		Combined (Sports Complex)	
	Range (Low to High)		Range (Low to High)		Range (Low to High)	
Tournament Activity	20	24	34	40	54	64
Total Attendee Days	227,500	273,000	195,825	228,525	423,325	501,525
Net New Room Nights						
Local	49,100	59,000	44,600	52,100	93,700	111,100
State	38,200	45,900	35,200	41,100	73,400	87,000

- Tax Revenue
 - The estimated gross tax revenues generated from ongoing operations of the Sports Complex is estimated to be between \$8.5 million to \$10.1 million in a stabilized year of operation.
 - Net new tax revenue is estimated to be between \$6.6 million and \$7.8 million with \$1.7 million to \$2.0 million net new to the local and \$4.9 million to \$5.8 million new to the State.

Tax Revenue	Outdoor Field Complex		Indoor Fieldhouse		Combined (Sports Complex)	
	Range (Low to High)		Range (Low to High)		Range (Low to High)	
Annual Gross						
Local	\$980,000	\$1,180,000	\$860,000	\$1,010,000	\$1,840,000	\$2,190,000
State	\$3,570,000	\$4,290,000	\$3,120,000	\$3,650,000	\$6,690,000	\$7,940,000
Total	\$4,550,000	\$5,470,000	\$3,980,000	\$4,660,000	\$8,530,000	\$10,130,000
Net New						
Local	\$890,000	\$1,050,000	\$810,000	\$960,000	\$1,700,000	\$2,010,000
State	\$2,520,000	\$3,030,000	\$2,370,000	\$2,760,000	\$4,890,000	\$5,790,000
Total	\$3,410,000	\$4,080,000	\$3,180,000	\$3,720,000	\$6,590,000	\$7,800,000

- Based on current rates, the estimated total annual gross tax revenue (local and State) could potentially support debt service between \$142 million and \$169 million of 20-year revenue bonds if that is contemplated to be a component of the overall financing strategy for the project. This potential contribution amount is estimated at \$31 million to \$36.5 million from the local and \$111 million to \$132.5 million from the State.

Maryland Stadium Authority
Proposed Sports Complex
Berlin, MD

- Employment (Jobs)

- Gross spending associated with the Sports Complex is estimated to support between 990 and 1,180 full-time and part time jobs at the State level and between 900 and 1,060 full-time and part-time jobs at the local level. Between 720 and 860 jobs would be net new to the State and between 830 and 980 jobs would be net new at the local level. Local and State amounts are not additive.

Jobs (see note)	Outdoor Field Complex		Indoor Fieldhouse		Combined (Sports Complex)	
	Range (Low to High)		Range (Low to High)		Range (Low to High)	
Annual Gross						
Local	480	570	420	490	900	1,060
State	530	640	460	540	990	1,180
Net New						
Local	430	520	400	460	830	980
State	370	450	350	410	720	860

- Note: The employment multiplier in the economic model measures the total change in the number of jobs supported in the local economy for each additional \$1.0 million of output delivered to final demand. A person can hold more than one job, so total jobs are not necessarily the same as the count of employed persons. Further, the total number of jobs does not only reflect employees working at the proposed facilities but rather the total number of jobs that are directly and indirectly supported on an annual basis in multiple sectors of the economy due to the ongoing operations of the proposed new Sports Complex.

- Key Assumptions Used in Estimating Usage, Activity, Economic and Fiscal Impacts for Either or Both Facilities

- The proposed new Sports Complex is located at the proposed site which is adjacent to Stephen Decatur High School and near the intersection of Route 50 and 113 in Berlin.
- The proposed new Sports Complex is designed and constructed to be a high-quality tournament facility that is competitive with industry leading facilities.
- The proposed new Sports Complex is operated by personnel who specialize in managing similar facilities.
- Booking is primarily focused on sports tourism events that generate room nights and economic impact.
- The Sports Complex is aggressively marketed by established tourism agencies at the local and State levels.
- A high level of quality customer service will be provided by management and local tourism and hospitality agencies/organizations/companies.
- Cooperative coordination will occur amongst facility management and tourism/hospitality stakeholders at the local and State levels.
- Hotels will actively support sports tourism initiatives (and potentially modify some existing policies) by:
 - Providing access to room blocks to support participants year-round, including summer.
 - Adjusting the required minimum stay lengths to accommodate tournament participant needs.
 - Working with promoters that utilize a stay-to-play model.

Maryland Stadium Authority
Proposed Sports Complex
Berlin, MD

- No other similar, competitive facility is built or expanded in the region other than those noted in the study update.
- No major economic fluctuations, acts of nature, or cataclysmic events occur that could adversely impact the dynamics of the project.
- Estimates do not reflect any potential future implications in the sports industry resulting from COVID-19.

➤ Order of Magnitude Cost Estimate

- The estimated cost to construct each component of the Sports Complex individually.

	Cost of Construction	Soft Costs	Total
Outdoor Fields	\$56,105,598	\$11,494,402	\$67,600,000
Indoor Fieldhouse	\$76,087,723	\$15,112,277	\$91,200,000

- Constructing both components simultaneously would realize a cost saving greater than \$5 million.

	Cost of Construction	Soft Costs	Total
Sports Complex	\$128,440,402	\$25,084,598	\$153,525,000

- The total estimated Cost of Construction includes costs for general conditions, fees and bonding by a Construction Manager.
- The total estimated Cost of Construction amount is used to estimate the “soft costs” associated with non-construction related items including design and engineering, permitting, owner project management and on-site representation, testing and inspection services, and overall project contingency.
- The cost to acquire/assemble property is not included.

➤ Potential Next Steps

- Identify potential financing strategies, which may include both public and private sector partners.
- Identify timeline for design and construction.
- Identify potential operating and programming partnerships with various public and/or private organizations with extensive experience booking, marketing and servicing the target market.
- Develop a solid, sustainable financial plan that addresses both the ongoing operational and long-term capital improvement needs of the facility.

➤ The study will be released to the public and posted on MSA’s website at www.mdstad.com in November 2022.

➤ MSA’s role in managing studies is to provide unbiased and objective analysis which provides information to local officials to assist in the decision-making process about investment and benefits for their communities and constituents.



MARKET AND ECONOMIC ANALYSIS UPDATE FOR A PROPOSED NEW SPORTS COMPLEX IN BERLIN, MARYLAND

PRESENTED TO: MARYLAND STADIUM AUTHORITY

FINAL REPORT – NOVEMBER 2022





November 2022

Mr. Al Tyler, Vice President
Maryland Stadium Authority
Capital Projects Development Group
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

Dear Mr. Tyler:

Crossroads Consulting Services LLC, in association with Populous, has completed its market and economic analysis update and site assessment related to a proposed new sports complex in Berlin, Maryland. This report summarizes our findings and principal conclusions from the research and analysis.

The findings contained in the report reflect analysis of information provided by secondary sources including, but not limited to, data obtained from the Town of Ocean City. We have utilized sources that are deemed to be reliable but cannot guarantee their accuracy. All information provided to us by others was not audited or verified and was assumed to be correct. We have no obligation, unless subsequently engaged, to update our report or revise the information contained therein to reflect events and transactions occurring after the date of this report.

In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by the Maryland Stadium Authority and may not be relied upon by any party for any purpose, including financing. Notwithstanding these limitations, it is understood that this document may be subject to public information laws and, as such, can be made available to the public upon request.

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

We have enjoyed serving you on this engagement and look forward to the opportunity to provide you with continued services.

Sincerely,

Crossroads Consulting Services LLC

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PROJECT BACKGROUND

In February of 2017, Crossroads completed a market analysis for a proposed new arena and outdoor sports field complex in Worcester County. As it relates to the proposed outdoor sports field complex, market research which included an analysis of local market conditions, supply of existing and planned facilities, industry trends, and input from stakeholders and user groups, etc. suggested demand existed for a new outdoor sports complex with 8 to 10 tournament-quality multipurpose fields among other amenities. From a programmatic perspective, market research indicated there was more demand for rectangular fields, rather than for baseball/softball diamonds. The study was non-site specific.

In 2019, Crossroads was engaged to conduct a market and economic analysis that assessed the merits of developing a new outdoor field complex and indoor fieldhouse in the Town of Ocean City (TOC). The proposed project was consistent with Ocean City's Tourism Strategic Plan which includes becoming Maryland's amateur sports destination and expanding tourism as two of its four goals. Given the timing of the prior study, it was mutually agreed upon that one objective of the study was to serve as an update to confirm demand still existed for the proposed outdoor field complex recommended. Another objective of the study was to assess potential demand for an indoor fieldhouse that could accommodate various indoor sports and generate sports tourism. The study was non-site specific, and both the outdoor sports complex and indoor fieldhouse were evaluated separately. The study was completed in January 2020; however, due to the COVID-19 pandemic, the TOC delayed the release of the study until November 2021. The study did not reflect changes in market conditions occurring after January 2020.

Consistent with the 2017 study, market research indicated demand existed for 8 to 10 tournament-quality, multi-purpose fields. However, it was noted that timing of development would be important as the supply of similar facilities continued to grow. Market research also indicated relatively strong demand for a new indoor fieldhouse including 8 to 10 tournament-quality basketball courts (or 16 to 20 volleyball courts), spectator seating for a championship court setting, a lobby, meeting/team rooms, offices, concessions, and other supporting amenities and spaces. Detailed building program recommendations can be found later in this report.

Based on the market findings, it was noted if the TOC chose to move forward with either or both proposed projects a next step was to select and obtain a site that could accommodate the required programmatic elements. Another suggested next step was to update estimates of economic and fiscal impacts based on the selected site and changes in market conditions occurring after January 2020.

A site was recently obtained adjacent to Stephen Decatur High School and near the intersection of Route 50 and 113 in Berlin, Maryland. The site is located approximately seven miles, or roughly a 15-minute drive, from the TOC.

After acquisition of the site, Crossroads was retained to update specific components of the previous research and analysis to reflect changes in market conditions as well as the selected site location. In addition, Populous was retained to prepare a conceptual program and site plan to confirm that the recommended building program elements could fit on the site.

The research conducted for this study update did not include a survey of potential user groups and as such, it is assumed that interest from user groups is consistent with the findings presented in the previous study completed in 2020. Outreach with user groups conducted as part of the previous study found relatively strong demand for both the proposed outdoor fields and the indoor fieldhouse. Potential user groups represented a diverse set of sports including basketball, volleyball, gymnastics, wrestling, soccer, lacrosse, rugby, etc.

Further, this analysis did not include any architectural-related services (e.g. an environmental assessment, a noise analysis, or a transportation/traffic impact analysis), any detailed programming, design planning services, site development/planning services (e.g. geotechnical engineering, testing, surveying, etc.) or project cost budgeting/phasing as these services were outside the scope of this engagement. It is our understanding that project costs were developed by a third party contracted separately by the MSA.

The conclusions outlined in this study update are only one factor that the MSA and other project stakeholders should consider in their strategic planning efforts. The research and analysis contained in this report are intended to allow the MSA and other project stakeholders to draw their own informed conclusions regarding the viability associated with future development of a new sports complex.

WORK PLAN

Research tasks completed for this update included the following:

- Conducted a conference call with MSA representatives to discuss issues related to the project
- Updated select market attributes
- Summarized changes in sports participation trends
- Evaluated the capacity of the site to accommodate the proposed development program and created a diagrammatic concept level site plan
- Updated the estimate of potential usage/event activity, economic impacts and tax revenues
- Summarized findings which are meant to serve as an update to the previous report released in November 2021

LOCAL MARKET CONDITIONS UPDATE

This section provides a limited market update including demographic/socioeconomic data, transportation access, hotel supply and key market observations.

DEMOGRAPHIC AND SOCIOECONOMIC STATISTICS

Demographic data, including population, age distribution and income characteristics, is shown for multiple areas including a 30-, 60-, 120- and 180-minute drive time from the proposed site location (collectively referred to as “target markets”). In addition, for comparative purposes, demographic data is shown for Worcester County, the State of Maryland and the U.S. As noted in the previous study, it is likely that individuals within a 30-minute drive time would participate in league games, practices and other related sports activity, while individuals participating in tournaments/competitions are likely to travel from further distances. Industry research indicates that many sports participants are willing to drive three or more hours to compete in regional and national tournaments.

Key Demographic/Socioeconomic Statistics							
Category	Geographic Area						
	Worcester County	30-Minute Drive Time	60-Minute Drive Time	120-Minute Drive Time	180-Minute Drive Time	State of Maryland	U.S.
Population Summary							
2010 Total Population	51,454	93,367	365,921	859,483	11,666,482	5,773,552	308,745,538
2020 Total Population	52,460	105,954	410,470	947,386	12,442,361	6,177,224	331,449,281
2022 Total Population	52,086	108,975	421,387	968,062	12,579,250	6,237,662	335,707,897
2027 Total Population	51,986	112,014	438,470	1,000,213	12,652,425	6,293,158	339,902,796
2010-2020 Annual Growth Rate	0.20%	1.35%	1.22%	1.02%	0.67%	0.70%	0.74%
2020-2022 Annual Growth Rate	-0.36%	1.43%	1.33%	1.09%	0.55%	0.49%	0.64%
2022-2027 Annual Growth Rate (Projected)	-0.04%	0.55%	0.80%	0.06%	0.12%	0.18%	0.25%
2022 Median Age							
Age 18+	52.3	49.7	45.7	42.4	38.7	39.6	38.9
Age 18+	84.1%	82.8%	81.4%	79.6%	79.2%	78.6%	78.3%
Age < 18	15.9%	17.2%	18.6%	20.4%	20.8%	21.4%	21.7%
2022 Household Income Distribution							
Less than \$15,000	7.1%	7.1%	8.3%	8.5%	8.2%	6.8%	8.5%
\$15,000 to \$24,999	9.2%	8.7%	8.4%	7.0%	5.7%	5.0%	7.2%
\$25,000 to \$34,999	8.6%	9.4%	8.8%	7.3%	6.3%	5.8%	7.5%
\$35,000 to \$49,999	11.8%	11.8%	12.1%	11.2%	9.0%	8.0%	11.1%
\$50,000 to \$74,999	15.6%	16.8%	16.6%	17.2%	15.0%	14.2%	16.9%
\$75,000 to \$99,999	14.1%	14.0%	13.4%	13.7%	12.6%	12.9%	13.2%
\$100,000 to \$149,999	17.5%	18.1%	17.9%	18.4%	18.0%	19.8%	17.2%
\$150,000 to \$199,000	6.9%	6.9%	7.8%	9.4%	10.3%	10.9%	8.4%
\$200,000+	9.2%	7.2%	6.7%	7.3%	14.8%	16.6%	9.9%
2022 Median Household Income	\$70,055	\$67,674	\$66,758	\$72,590	\$84,674	\$93,568	\$72,414
2027 Median Household Income (Projected)	\$80,393	\$79,742	\$78,262	\$82,855	\$98,584	\$105,739	\$84,445
2022-2027 Annual Growth Rate (Projected)	3.0%	3.6%	3.4%	2.8%	3.3%	2.6%	3.3%
2022 Average Household Income	\$101,785	\$95,970	\$94,390	\$98,754	\$125,771	\$133,359	\$105,029
2027 Average Household Income (Projected)	\$118,581	\$111,981	\$109,163	\$113,682	\$145,475	\$153,067	\$122,155
2022-2027 Annual Growth Rate (Projected)	3.3%	3.3%	3.1%	3.0%	3.1%	3.0%	3.3%

Source: Esri.

Population

Population serves as a base from which the proposed new sports complex could draw attendance and other forms of support. In 2022, the 30-, 60-, 120-, and 180-minute drive times had populations of 108,975; 421,387; 968,062; and 12,579,250, respectively. As noted in the previous study, there is a relatively small local population base. The 180-minute drive time reaches outside the State of Maryland and has a large population which provides an opportunity to draw out-of-town visitors to larger tournaments/ competitions. Population within each of the profiled drive-time markets is expected to minimally increase from 2022 to 2027.

Age Distribution

The distribution of the population by age is useful to understand as different events are targeted toward attendees within specific age groups. Individuals under the age of 18 years old are a popular target market for participants in sports tournaments/competitions. Approximately 21% of the population within a 120- and 180-minute drive time is under the age of 18 years old which is relatively consistent with the State and U.S. Both the 30- and 60-minute drive time populations have a lower percentage of individuals under than age of 18 than that of the State and U.S.

Income Distribution

Household income levels offers a broad measurement of spending potential for a specific population because it indicates the general ability of individuals or households to purchase goods and services including participation in, or attendance at, competitive sporting events. Median household income within the 30-, 60- and 120-minute drive times is relatively consistent with that of the U.S. The median household income within the 180-minute drive time is higher than that of the U.S. Median household income for each drive time is projected to increase at an annual rate relatively consistent with the U.S., with exception of the projected growth within the 120-minute drive time which is slightly lower.

Tapestry Segmentation

According to ESRI, tapestry segmentation classifies neighborhoods into 67 segments on both demographics and socioeconomic attributes. They summarize lifestyle choices as well as what people buy and how people spend free time. The top tapestry segments within a 30-minute drive of the proposed sports complex site are Silver and Gold, Rural Resort Dwellers and The Great Outdoors. The following provides a brief description of each of these three tapestry segments as defined by ESRI.

1. *Silver and Gold (18.3% of 2022 Households)*: Almost the oldest senior market, Silver and Gold is the most affluent. The affluence of Silver and Gold has afforded the opportunity to retire to sunnier climates that feature exclusive communities and vacation homes. These consumers

have the free time, stamina, and resources to do what they enjoy. This market is smaller but growing.

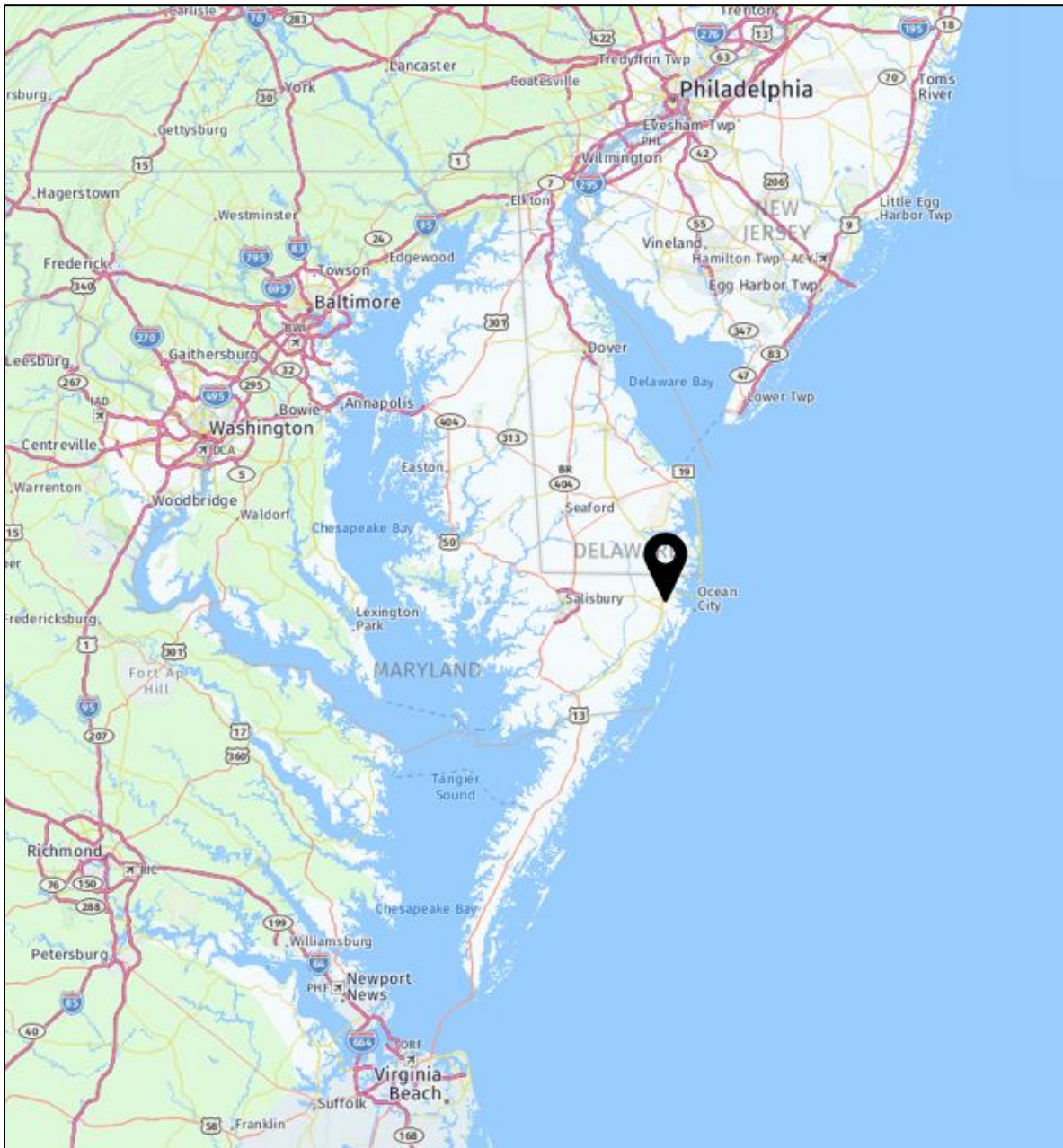
2. *Rural Resort Dwellers (13.1% of 2022 Households)*: These communities are centered in resort areas, many in the Midwest, where the change in seasons supports a variety of outdoor activities. Retirement looms for many of these blue collar, older householders, but workers are postponing retirement or returning to work to maintain their current lifestyles. Workers are traveling further to maintain employment. They are passionate about their hobbies, like freshwater fishing and hunting.

3. *The Great Outdoors (11.6% of 2022 Households)*: These neighborhoods are found in pastoral settings throughout the United States. Consumers are educated empty nesters living an active but modest lifestyle. Their focus is land. They are more likely to invest in real estate or a vacation home than stocks. They are active gardeners and partial to homegrown and home-cooked meals. Although retirement beckons, most of these residents still work, with incomes slightly above the US level.

TRANSPORTATION ACCESS

The method that sporting event promoters/producers use to select venues to host their event is partially based on the ease of access to a market for attendees. In addition, the location and accessibility of a facility relative to the population base can impact its marketability for events. As shown on the maps that follow, the proposed site location is proximate to U.S. Route 113 which is a major north-south highway in Worcester County. U.S. Route 113 connects with U.S. 13 which runs from just north of Fayetteville, North Carolina, through the Delmarva Peninsula and Virginia Beach, to Philadelphia. U.S. Route 50 provides access from the west. In general, the proposed site has adequate vehicular access; however, these routes can become congested during the summer months when visitors are traveling to the beach. Further, the location on the Delmarva (i.e. Delaware-Maryland-Virginia) Peninsula may be considered disadvantages for some event organizers.

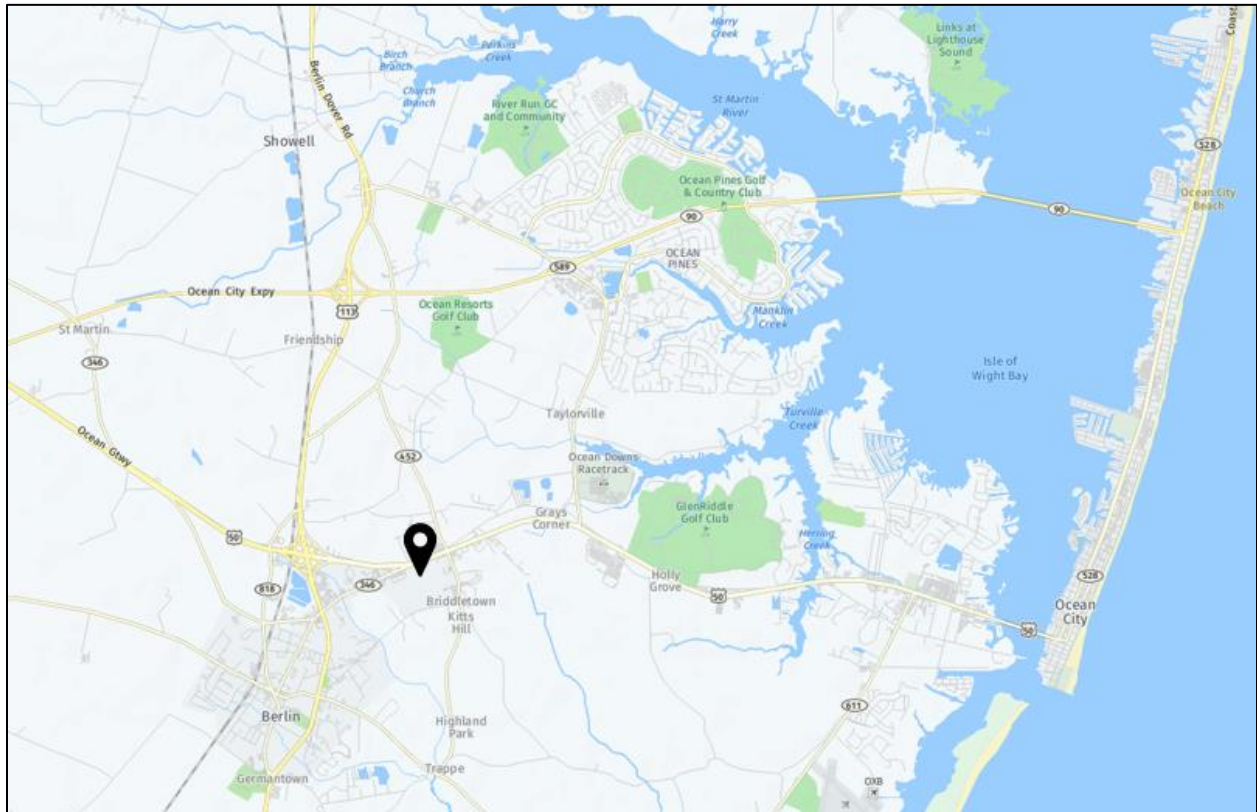
Regional Vehicular Transportation Access



Source: Here WeGo.

The site is proximate to the TOC, which is a highly desired destination given its amenities including the beach, resorts, hotels, restaurants, retail outlets and entertainment.

Local Vehicular Transportation Access



Source: Google maps.

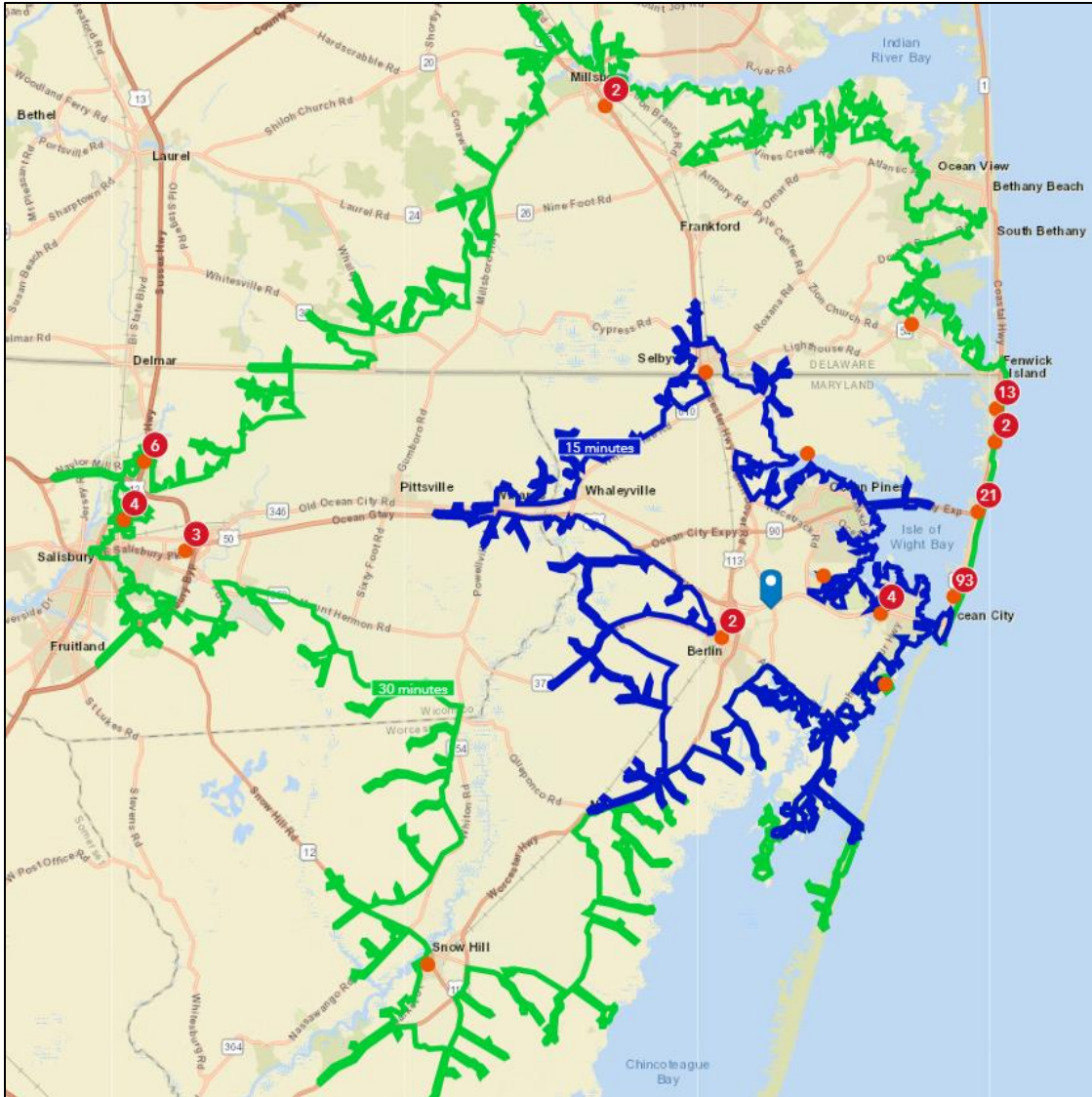
The Salisbury-Ocean City Wicomico Regional Airport is the only Federal Aviation Administration certificated air carrier airport on the entire Delmarva Peninsula. This airport is approximately a 30-minute drive to/from the proposed site for the sports complex. The area is also serviced by the BWI Marshall Airport and the Philadelphia International Airport, which are between a two and three hour drive time from the proposed site.

AREA HOTEL SUPPLY

The diversity, supply and availability of hotel rooms proximate to sports facilities can play a role in attracting tournaments/competitions that draw overnight attendees. While the previous study summarized the number of hotel rooms in the TOC, the following map depicts the number of hotels within a 15-minute and 30-minute drive time from the proposed site location. The most proximate properties in Berlin include the Atlantic Hotel, the Holland House and The Inn Berlin; each of which offer less than 20 rooms.

The majority of the hotel supply is located in the TOC, many of which are located on or across from the Atlantic Ocean. West Ocean City, which is approximately a 10-minute drive from the proposed site, offers approximately 600 hotel rooms.

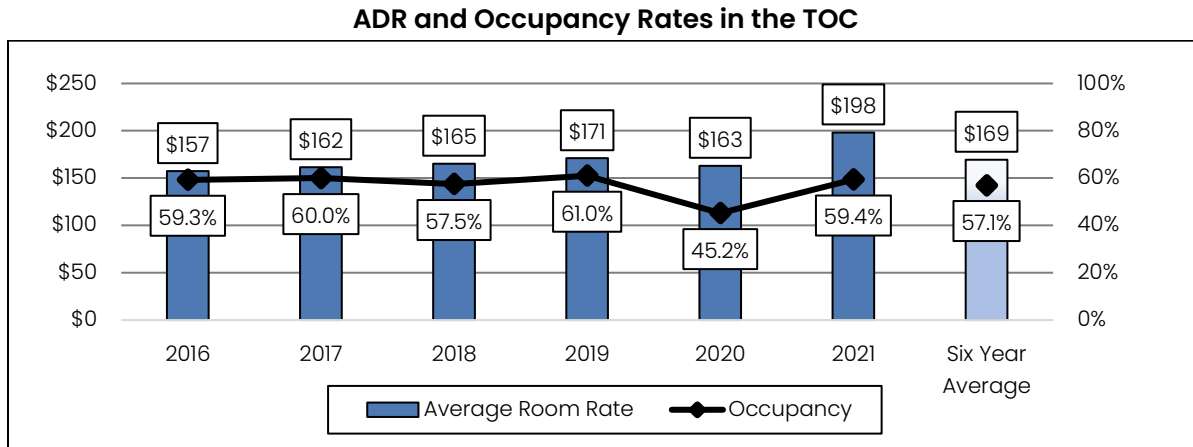
Map of Hotels – 15- and 30-Minute Drive Time



Source: Esri.

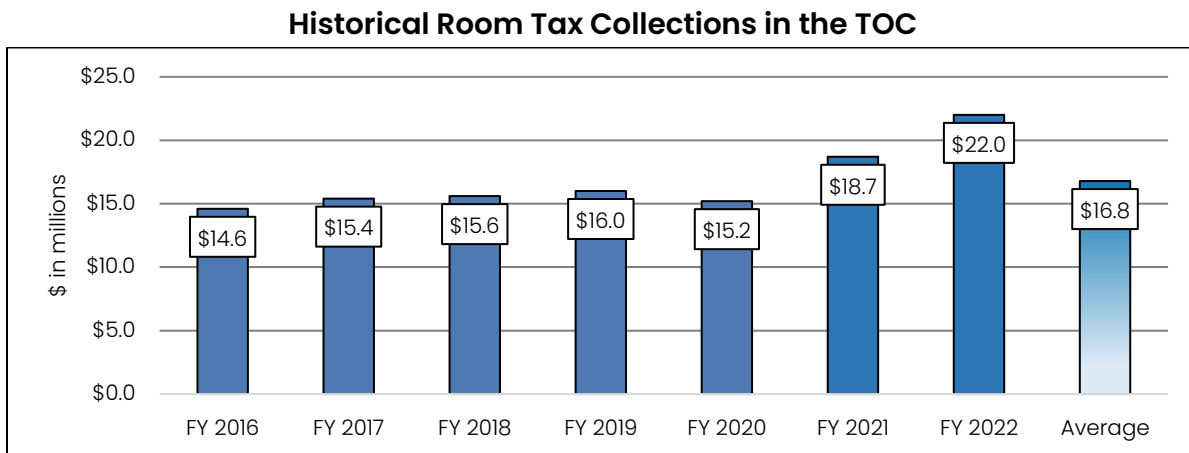
AREA HOTEL STATISTICS

The following graph illustrates recent trends in average daily rate (ADR) and occupancy at TOC hotels. As one would expect, the occupancy rate decreased in 2020 as a result of COVID-19. In 2021, the occupancy rate rebounded to levels consistent with pre-pandemic years and the ADR was approximately 16% higher than in 2019. As mentioned in the previous study, the TOC is a very popular vacation destination which results in significantly higher occupancy in the summer months.



Source: TOC.

Prior to January 2020, rentals of hotel or motel rooms, apartments, rooms, condominiums, cottages, mobile homes or any other sleeping accommodation shorter than four months and one day in the TOC were subject to a 4.5% room tax. In January 2020, the room tax increased to 5.0%. Based on available data at the time of this study update, the following depicts total room tax collections in TOC from FY 2016 through FY 2022. The TOC's fiscal year begins on July 1st and ends on June 30th. Consistent with occupancy rate, room tax collections were lowest in FY 2020 due to COVID-19. Room tax collections were highest in FY 2022 which reflects recovery from COVID-19, higher ADRs, and the increased room tax rate.



Source: TOC.

COMPETITIVE LANDSCAPE UPDATE

This section summarizes the outdoor and indoor sports facilities profiled as part of the previous study, which is not intended to reflect an all-inclusive inventory of facilities, and provides a summary of changes in the supply occurring after completion of the study. Profiled changes include those that have already occurred as well as those that are being considered and/or planned. While this study update provides a summary of potential new developments, it is not meant to be an all-inclusive list as the development of new sports facilities is continuously being considered by both public and private entities throughout the U.S. and there is not a single source that tracks all potential developments.

SUPPLY OF LOCAL INDOOR AND OUTDOOR SPORTS FACILITIES

Local outdoor and indoor sports facilities, defined as those within the Salisbury Metropolitan Statistical Area (Metro Area), profiled as part of the previous study are listed below.

Supply of Local Outdoor Sports Facilities

- John Walter Smith Park
- Northern Worcester Athletic Complex
- Newtown Park
- Fruitland Falcons Sports Complex
- Salisbury University
- Mid-Atlantic Youth Sportsplex
- Crown Sports Center
- Fruitland Recreational Park and Annex
- East Wicomico Little League Park/Winter Place Park
- Henry S. Parker Athletic Complex
- Gordy Park
- Mason Dixon Sports Complex
- Eastside Sports Complex and Willards Park
- Sports at the Beach
- Lower Sussex Little League Complex
- River Soccer Complex
- Sussex Sports Center (Sandhill Fields)

There has been relatively limited change in the supply of outdoor sports fields in the local area since January 2020. Sandhill Fields in Georgetown, Delaware, opened in September 2020 and currently offers eight rectangular fields as well as pickleball courts, trails, and other amenities. Facility management is currently planning to develop a 30,000 SF indoor fieldhouse, which will be discussed later in this study update.

Supply of Local Indoor Sports Facilities

- Wicomico Youth & Civic Center
- Crown Sports Center
- Ocean City Convention Center
- Northside Park Recreation Complex
- Worcester County Recreation Center

Similar to outdoor sports facilities, there has been relatively limited change in the supply of area indoor sports facilities since January 2020. The Ocean City Convention Center (OCCC) recently added 30,000 SF of exhibit space, a 15,000 SF gallery and other improvements. The OCCC is assumed to be a complementary asset to the proposed new fieldhouse.

SUPPLY OF REGIONAL INDOOR AND OUTDOOR SPORTS FACILITIES

Regional outdoor and indoor sports facilities profiled as part of the previous study are listed below. Regional facilities are defined as those within a 150-mile radius.

Supply of Regional Outdoor Sports Facilities

- Maryland Soccerplex & Adventist Healthcare Fieldhouse
- Hampton Roads Soccer Complex
- Kirkwood Soccer Complex
- Warhill Sports Complex
- Cedar Lane Regional Park
- Carsins Run
- Calvert Regional Park
- DE Turf Sports Complex
- River City Sportsplex
- Striker Park
- West Creek Complex
- Baron Cameron Park
- The Harford Polo Grounds
- Bob Lucido Fields at Covenant Park
- Princess Anne Athletic Complex
- Publix Virginia Soccer Training Center
- Embrey Mill Park
- Philip A. Bolen Memorial Park
- Legacy Park
- The Ripken Experience

The following summarizes significant changes in the supply of regional outdoor sports fields since January 2020.

Warhill Sports Complex in Williamsburg, VA - A master plan was completed in 2021 for Warhill Sports Complex which calls for four additional rectangular fields and six additional diamond fields.

Calvert Regional Park in North East, MD - The County recently added four additional rectangular grass fields as well as paved parking.

The Ripken Experience in Aberdeen, MD - Ripken Baseball opened two new baseball fields in 2022 with the objective of hosting more teams at competitions.

Potential New Athletic Complex and Youth Soccer Development Facility in Harrison, NJ - A private developer is planning to build an athletic complex and youth soccer development facility on 385 acres in the Richwood section of the Harrison Township in Gloucester County, NJ. The complex could include up to 60 artificial turf and grass fields, two hotels and up to 200,000 SF of bars, restaurants and other retail outlets. As of November 2022, secondary sources report that no project blueprints have been submitted for the Townships review.

Potential New Sports Complex in St. Mary's County, MD - St. Mary's County is considering developing a new sports complex which could include multi-purpose outdoor sports fields. The County anticipates that the proposed fields would accommodate both amateur leagues, tournaments and other recreational play. The outdoor fields could be part of a larger development that includes an indoor fieldhouse, which is discussed in the following section.

Liberty Sports Park in Upper Marlboro, MD – Opened in October 2022, Liberty Sports Park offers 10 rectangular fields, six of which are turf and four natural grass. The objective of the complex is to be the Mid-Atlantic region’s premier sports vacation destination. Initial estimates state the complex will be utilized approximately 30 weekends annually and generate more than 344,000 visits. The facility is operated by Green Branch Management Group.

Potential Redevelopment of Bader Field in Atlantic City, NJ – According to the Atlantic City Sports Commission, there are multiple proposals for the redevelopment of Bader Field, many of which include sporting facilities such as outdoor fields and indoor areas. Other potential developments include mixed-use and a racetrack, among other options.

Supply of Regional Indoor Sports Facilities

- Boo Williams Sportsplex
- Maryland Soccerplex & Adventist Healthcare Fieldhouse
- Spooky Nook Sports
- The St. James
- Virginia Beach Fieldhouse
- Virginia Beach Sports Center (planned at the time of the previous study)
- 76ers Fieldhouse

The following summarizes significant changes in the supply of regional indoor sports facilities.

Virginia Beach Sports Center in Virginia Beach, VA – The Virginia Beach Sports Center, which opened in 2020, offers 12 basketball courts or 24 volleyball courts, a 200-meter, hydraulically banked track, seating for 5,000 spectators, ticket office, meeting rooms, locker rooms, and other amenities. The 12 basketball courts are approximately 117,000 SF and the track venue is 70,500 SF. This venue is across the street from the Virginia Beach Convention Center, approximately one mile from the beach and proximate to more than 11,000 overnight accommodations. The facility is owned by the City of Virginia Beach and operated by Eastern Sports Management – the same private management company that currently operates the Virginia Beach Field House.

Iron Peak Sports and Events in Hillsborough, NJ – This complex, which recently opened, offers four basketball courts or eight volleyball courts, an indoor field within a 86,000 SF domed bubble, batting tunnels, meeting spaces and three outdoor turf fields. The mission of the facility is to provide Hillsborough and the surrounding community with a unique, state-of-the-art facility for competition, training and special events while promoting a healthy lifestyle. The facility is operated by a private management company.

Henrico Sportsplex in Henrico, VA – Construction recently began on the indoor Henrico Sportsplex which is planned to include 12 basketball courts or 24 volleyball courts, a 4,500-seat arena with stadium seating, meeting rooms, concessions, and other amenities. The facility is designed to attract regional and national tournaments as well as local sports and community events. The facility will be part of a larger redevelopment of the Virginia Center Commons property, which also includes plans for a hotel and a mix of retail and residential uses. The indoor

sports facility is expected to open in September 2023 while the hotel and other developments will be constructed at an undetermined date.

Potential New Sports Complex in St. Mary's County, MD – As previously noted, St. Mary's County is considering developing a new sports complex. In addition to outdoor fields, the development could include an indoor fieldhouse capable of accommodating diverse sports competitions including those related to basketball, volleyball, wrestling, etc.

Potential Sandhill Fields Fieldhouse in Georgetown, DE – Management of Sandhill Fields is planning to develop a 30,000 SF fieldhouse which would offer turf and sport court areas. The facility is anticipated to open in 2023.

SUPPLY OF NATIONAL INDOOR AND OUTDOOR SPORTS FACILITIES

In addition to the previously profiled facilities in the region, there is a significant supply of both indoor and outdoor sports-tourism focused facilities throughout the broader U.S. that is continuously growing. Some of these facilities would also compete with the proposed sports complex for certain event activities such as National competitions. Many of these facilities are located in popular destinations with beaches, entertainment, hotels, etc. and have excellent vehicular and air access. For instance, the sports facilities below are located in Myrtle Beach, SC and proximate to the beach, hotels, entertainment, dining, and the Myrtle Beach International Airport. This list is not meant to be an all-inclusive list.

- Grand Park Athletic Complex – 9 diamond turf fields, 2 natural turf youth fields
- Ned Donkle Athletic Sports Complex – 7 natural turf diamond fields
- Ripken Experience – 9 diamond fields
- North Myrtle Beach Park and Sports Complex – 8 multipurpose fields, 6 diamond fields. There are currently plans to expand the complex to add six diamond and six rectangular fields
- John T. Rhodes Myrtle Beach Sports Center – 8 hardwood basketball courts (16 volleyball courts)

SPORTS PARTICIPATION TRENDS UPDATE

In recent years, sports participation trends were materially impacted due to the environment created by the COVID-19 pandemic. Data used to analyze recent participation trends was obtained by the Sports & Fitness Industry Association (SFIA), a leading trade association focused on advocacy, thought leadership, and research. The SFIA 2022 Topline Participation Report study results are based on completed surveys and interviews with 18,000 individuals who are ages 6 and older. Responses were weighted by SFIA to balance the data and ensure it to be reflective of the U.S. population with consideration given to multiple demographic variables.

Overall sports participation, in terms of both number of participants and participation rate, increased measurably from 2019 to 2021, as shown in the table below.

Overall Sports Participation in the U.S. - Population Aged 6+					
Category	2019	2020	2021	1-YR Change	2-YR Change
Number of Participants (Millions)	221.6 M	229.7 M	232.6 M	1.3%	5.0%
Participation Rate	73.2%	75.6%	76.3%	0.9%	4.2%

Source: SFIA Topline Participation Report 2022.

However, over this period, the levels of participation in different sports and settings experienced significant shifts and changes due primarily to the environment created by the COVID-19 pandemic, with key trends as follows:

- Pandemic-friendly activities, including golf, tennis, biking, running, and a various other outdoor sporting activities surged in popularity during the pandemic as well as at-home/virtual sporting and fitness activities.
- Team sports, especially organized, were severely impacted at the outset of the pandemic with closures of schools and facilities across the country and periods of social distancing and other guidelines. There was however an increase in casual/recreational participation of many team sports including touch football, volleyball, and basketball.
- The impacts of the pandemic varied across the country due to differing state and local policies on closures and operating guidelines/restrictions.

Overall participation in most team sports rebounded in 2021, however many remained below pre-pandemic levels as a result of lingering restrictions and variations in the timing and choices of individuals to resume such sports. Fast-pitch softball, court volleyball, gymnastics, and cheerleading all rebounded from participation losses experienced in 2020, but remained lower than 2019, while basketball, tackle football, and outdoor soccer, all had higher overall participation in 2021 than 2019.

In terms of core participation (defined in the table below by sport) and as to be expected, the impacts of the COVID-19 pandemic were felt much harder. With the exception of basketball,

core participation in every team sport analyzed was down or flat in 2020, and despite some recovery in 2021, many remained significantly below pre-pandemic levels. The 2-year change in core participation from 2019 to 2021 for baseball, cheerleading, gymnastics, lacrosse, indoor soccer, slow-pitch softball, and wrestling all reflect double-digit decreases. These and other trends are shown in the table below.

U.S. Participation in Select Team Sports - Population Aged 6+ (in millions)											
Sport	2019	2020	2021	1-YR Change	2-YR Change	Sport	2019	2020	2021	1-YR Change	2-YR Change
Baseball (Casual) 1 - 12 Times	6.655	8.089	7.392	-8.6%	11.1%	Lacrosse (Casual) 1 - 12 Times	1.021	0.902	1.009	11.9%	-1.2%
Baseball (Core) 13+ Times	9.149	7.643	8.195	7.2%	-10.4%	Lacrosse (Core) 13+ Times	1.094	0.982	0.883	-10.1%	-19.3%
Basketball (Total)	24.917	27.753	27.135	-2.2%	8.9%	Soccer (Indoor - Total)	5.336	5.440	5.408	-0.6%	1.3%
Basketball (Casual) 1 - 12 Times	9.669	11.962	11.019	-7.9%	14.0%	Soccer (Indoor - Casual) 1 - 12 Times	2.581	3.377	3.054	-9.6%	18.3%
Basketball (Core) 13+ Times	15.248	15.791	16.116	2.1%	5.7%	Soccer (Indoor - Core) 13+ Times	2.755	2.063	2.354	14.1%	-14.6%
Cheerleading (Total)	3.752	3.308	3.465	4.7%	-7.6%	Soccer (Outdoor - Total)	11.913	12.444	12.556	0.9%	5.4%
Cheerleading (Casual) 1 - 25 Times	1.934	1.931	2.030	5.1%	5.0%	Soccer (Outdoor - Casual) 1 - 25 Times	6.864	8.360	7.586	-9.3%	10.5%
26+ Times	1.817	1.377	1.435	4.2%	-21.0%	Soccer (Outdoor - Core) 26+ Times	5.050	4.084	4.970	21.7%	-1.6%
Football (Flag - Total)	6.783	7.001	6.889	-1.6%	1.6%	Softball (Fast-Pitch - Total)	2.242	1.811	2.088	15.3%	-6.9%
Football (Flag - Casual) 1 - 12 Times	3.794	4.287	4.137	-3.5%	9.0%	Softball (Fast-Pitch - Casual) 1 - 25 Times	0.993	0.650	0.934	43.7%	-5.9%
Football (Flag - Core) 13+ Times	2.989	2.714	2.752	1.4%	-7.9%	Softball (Fast-Pitch - Core) 26+ Times	1.250	1.162	1.154	-0.7%	-7.7%
Football (Tackle - Total)	5.107	5.054	5.228	3.4%	2.4%	Softball (Slow-Pitch - Total)	7.071	6.349	6.008	-5.4%	-15.0%
Football (Tackle - Casual) 1 - 25 Times	2.413	2.390	2.642	10.5%	9.5%	Softball (Slow-Pitch - Casual) 1 - 12 Times	3.023	2.753	2.729	-0.9%	-9.7%
Football (Tackle - Core) 26+ Times	2.694	2.665	2.586	-3.0%	-4.0%	Softball (Slow-Pitch - Core) 13+ Times	4.048	3.596	3.279	-8.8%	-19.0%
Football (Touch - Total)	5.171	4.846	4.884	0.8%	-5.6%	Volleyball (Court - Total) 1 - 12 Times	6.487	5.410	5.849	8.1%	-9.8%
Football (Touch - Casual) 1 - 12 Times	3.065	2.990	3.171	6.1%	3.5%	Volleyball (Court - Casual) 13+ Times	2.962	2.204	2.465	11.8%	-16.8%
Football (Touch - Core) 13+ Times	2.105	1.856	1.713	-7.7%	-18.6%	Volleyball (Court - Core)	3.525	3.206	3.384	5.6%	-4.0%
Gymnastics (Total)	4.699	3.848	4.268	10.9%	-9.2%	Wrestling (Total)	1.944	1.931	1.937	0.3%	-0.4%
Gymnastics (Casual) 1 - 49 Times	3.004	2.438	2.787	14.3%	-7.2%	Wrestling (Casual) 1 - 25 Times	1.189	1.239	1.290	4.1%	8.5%
Gymnastics (Core) 50+ Times	1.695	1.410	1.482	5.1%	-12.6%	Wrestling (Core) 26+ Times	0.755	0.692	0.647	-6.5%	-14.3%

Source: SFIA Topline Participation Report 2022.

Secondary sources report that sports participation and related tourism is expected to continue to recover in 2022, although new COVID-19 variants could temper demand. According to IBISWorld, a leading publisher of business intelligence specializing in industry and procurement research, the opportunity for today's youth to participate in sports at a higher competitive level than recreational play is appealing to many parents, particularly those aspiring college scholarships for their children as travel teams not only provide the training and practice to enhance athletic skills but can serve as a source of scouting and recruiting for colleges. Accordingly, families are willing to invest time and money to travel significant distances for regional and national competitions/events. Tournacations, a term that merges "tournament" and "vacation", are an increasing trend in sports tourism, particularly with youth sports, and many industry analysts predict this to continue.

SITE ASSESSMENT

Populous, a global architectural design firm, was tasked with evaluating the capacity of the proposed site to accommodate the recommended development program for the potential new sports complex, developing a diagrammatic concept, and summarizing relative pros and cons associated with the site.

The following depicts the existing site and is followed by the diagrammatic concept prepared by Populous. It should be noted that the objective of Populous' conceptual program and site plan was to confirm that the selected site was capable of accommodating the recommended market-supportable building program in a functional manner. Design services were outside the scope of this engagement and will need to be completed at a later stage.

Existing Proposed Sports Complex Site Location



Source: Google maps.

Proposed Sports Complex – Diagrammatic Concept



Plan Legend

- A. Indoor Field House (125K SF)
- B. Field House Parking
375 Spaces
- C. Tournament Central Area
- D. Soccer Field - Typ.
225' x 360'
Note: All Fields To Be Lighted
- E. Field Complex Parking
100 Spaces per Field
- F. Maintenance Area
- G. Storm Water Management/
Bio-Swale
- H. Future Expansion (20K SF)
- I. Perimeter Walking Trail
- J. Playground
- K. Future Complex Expansion
- L. Restrooms/Concessions - Typ.

- Natural Turf/Landscape
- Synthetic Turf

Site Evaluation Matrix

- EXCELLENT
- ADEQUATE
- POOR

PHYSICAL SITE FACTORS	
Site Size and Configuration	EXCELLENT
Ability of Site to Accommodate Future Expansion	EXCELLENT
Topography	EXCELLENT
Adequacy/Proximity Existing Utility Structure	EXCELLENT
Conflicts With Existing Utility Structure	EXCELLENT
Adequacy of Off-Site Infrastructure (Roads, Walks)	EXCELLENT
Environmental Remediation	EXCELLENT
Site Readiness to Build (Prep/Clearing/Demo)	EXCELLENT
VEHICULAR/PEDESTRIAN ACCESS	
Vehicular Access From Existing Road System	EXCELLENT
Pedestrian Access From Surrounding Districts	EXCELLENT
Proximity to All Transportation Networks	EXCELLENT
CONTEXTUAL DESIGN ISSUES	
Proximity to Existing Development Districts	EXCELLENT
Potential to Catalyze New Development	EXCELLENT
Visibility/Chic Image/Community Presence	EXCELLENT
Compatibility With Existing Master Plan Initiatives	EXCELLENT
Compatibility With Adjacent Land Uses	EXCELLENT

Worcester County Sports Complex



30 AUG 22 - DRAFT



The site plan includes 10 rectangular outdoor fields, several of which can also be utilized as baseball/softball diamonds; a 125,000 SF indoor fieldhouse with 10 basketball courts (or 20 volleyball courts) and 20,000 SF of indoor expansion space; a tournament central area, parking, a playground, support spaces such as lobby space, ticket office, restrooms, spectator seating, storage, etc.; and future expansion areas.

Populous prepared a site evaluation matrix that ranked physical site factors, vehicular/pedestrian access and contextual design issues in three general categories: Excellent, Adequate and Poor.

Factors that ranked as excellent include:

- Site size and configuration
- Topography
- Potential conflicts with existing utility structure
- Environmental remediation
- Site readiness to build
- Compatibility with adjacent land uses

A significant advantage of the site is that it is synergetic with adjacent properties including Stephen Decatur High School, which has existing outdoor fields as well as other existing County-owned outdoor fields in the area. Proximate existing fields could be utilized with the proposed new sports complex to accommodate sporting events requiring additional fields.

Factors ranked as adequate include:

- Ability of the site to accommodate future expansion
- Adequacy/proximity to existing utility structure
- Adequacy of off-site infrastructure
- Vehicular access from existing road system
- Proximity to alternative transportation networks
- Potential to catalyze new development
- Visibility/civic image/community presence
- Compatibility with existing master plan initiatives

Factors ranked as poor include:

- Pedestrian access from surrounding districts
- Proximity to existing development districts

Overall, the site has the capacity to accommodate the market-supportable building program for the proposed new sports complex and is generally considered to be adequate to excellent based on evaluation of physical site factors, vehicular/pedestrian access and contextual design issues. Populous' evaluation found limited attributes considered "poor".

ECONOMIC AND FISCAL IMPACT ANALYSIS UPDATE

Based on the limited market analysis conducted for this study update as well as the proposed site location, this section updates estimates of net new economic and fiscal benefits associated with the proposed new sports complex. While this section shows estimated economic and fiscal impacts of the sports complex in its entirety (indoor fieldhouse and outdoor fields combined), a breakdown by each component can be found within the Appendix.

GENERAL METHODOLOGY

Gross economic impacts represent all of the direct spending that could be associated with the proposed new sports complex. With that said, it is reasonable to assume that a portion of spending from attendees is displaced or would have occurred somewhere in the economy without the presence of the proposed new sports complex. As such, adjustments were made in this analysis to estimate the net new economic and fiscal impacts that could potentially be generated at the local and State levels from the proposed new sports complex in Berlin. This analysis estimates the net new economic and fiscal impacts to the economies under consideration separately. Net new impacts reflect spending associated with out-of-town attendees at new events as well as increased attendance at events that are currently taking place in other locations throughout the area. As an example, an attendee originating from outside the local area (or State for net new impacts to the State) is considered net new as they would not have visited the area if it were not for the proposed new sports complex. While not shown in this section, estimates of gross economic and fiscal impacts can be found in the Appendix.

Regional input-output models are typically used by economists as a tool to understand the flow of goods and services among regions and measure the complex interactions among them given an initial spending estimate.

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

Once the amount for direct spending is quantified, a calculated multiplier is applied to generate the indirect and induced effects. The sum of direct, indirect and induced effects equals total economic impact, which is expressed in terms of total output, employment (jobs) and earnings. This analysis also estimates the tax revenues generated from ongoing operations of the proposed new sports complex.

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

Direct Spending

Estimating direct spending is the first step in calculating economic impact. Direct spending represents the initial change in spending that occurs as a direct result of ongoing operations of the proposed new sports complex. Direct spending occurs from facility operations as well as from attendee spending before and after events. Based on the estimated mix of event activity, attendees were categorized as either non-local daytrippers who travel to and from the event on the same day or non-local overnight attendees who generate room nights. Each group was assigned different per capita spending amounts based on data provided by the TOC, the Maryland Office of Tourism Development and other secondary industry research. In order to estimate the net new economic impact to the area, adjustments were made to gross direct spending to account for displacement (i.e. spending that would likely have occurred elsewhere in the economy without the presence of the proposed new sports complex) and leakage (i.e. spending that occurs outside of the area). Estimated spending by attendees originating from each economy under consideration was excluded to estimate net new direct spending at the local and State level.

The economic impacts shown in this section reflect the estimated net new impacts associated with the proposed new sports complex to the local level and the State. For purposes of this analysis, local is defined as Worcester County which includes the TOC.

Multiplier Effect

Additional economic impacts are produced through the re-spending of net new direct spending. To quantify the inputs needed to produce the total output, economists have developed multiplier models. The estimation of multipliers relies on input-output models, a technique for quantifying interactions between firms, industries and social institutions within a local economy. This analysis uses IMPLAN software and databases which are developed under exclusive rights by IMPLAN Group LLC. IMPLAN, which stands for Impact Analysis for Planning, is a computer software package that consists of procedures for estimating local input-output models and associated databases. The IMPLAN software package allows the estimation of the multiplier effects of changes in final demand for one industry on all other industries within a defined economic area. Its proprietary methodology includes a matrix of production and distribution data among all counties in the U.S. As such, the advantages of this model are that it is sensitive to both location and type of spending and can provide indirect and induced spending, employment and earnings information by specific industry category while considering the leakages associated with the purchase of certain goods and services outside the economy under consideration.

Once the direct spending amounts are assigned to an appropriate industry category, the IMPLAN model estimates the economic multiplier effects for each type of direct new spending attracted to or retained in the area resulting from ongoing operations of the proposed new sports complex. The total output multiplier is used to estimate the aggregate total spending

that occurs beginning with direct spending and continuing through successive rounds of re-spending which are generally referred to as indirect and induced effects on the area economy.

Indirect and Induced Impacts

Indirect impacts reflect the re-spending of the initial or direct expenditures, or the business-to-business transactions required to satisfy the direct effect (e.g. impacts from non-wage expenditures). For example, an attendee's direct expenditures at a restaurant require the restaurant owner to purchase food and items from suppliers. The portion of these restaurant purchases that are spent within the area economy are indirect impacts.

Induced impacts reflect changes in local spending by households on goods and services that result from income changes in the directly and indirectly affected industry sectors (e.g. impacts from wage expenditures). For instance, a server at a restaurant could have more personal income due to an attendee's visit to the restaurant. The amount of increased income that the employee spends in the community is an induced impact.

The model generates estimates of these impacts through a series of relationships using average wages, prices and transportation data, considering commute patterns and the relative interdependence of the economy on outside regions for goods and services.

Total Economic Impact

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

Total Output represents the sum of direct, indirect and induced spending effects generated from operations of the proposed new sports complex. This calculation measures the total dollar change in output that occurs in the local economy for each dollar of output delivered to final demand.

Employment (Jobs) represents the number of full-time and part-time jobs supported by operations of the proposed new sports complex. The employment multiplier measures the total change in the number of jobs supported in the local economy for each additional \$1.0 million of output delivered to final demand. It should be noted that a person can hold more than one job, so total jobs are not necessarily the same as the count of employed persons. Further, the total number of jobs does not only reflect employees working at the proposed facilities but rather the total number of jobs that are directly and indirectly supported on an annual basis in multiple sectors of the economy due to the ongoing operations of the proposed new sports complex.

Earnings (Personal Income) represent the wages and salaries earned by employees of businesses associated with or impacted by operations of the proposed new sports complex. In other words, the multiplier measures the total dollar change in earnings of households employed by the affected industries for each additional dollar of output delivered to final demand.

Tax Revenues

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

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

Local Taxes

Admissions and Amusement Tax – The admissions and amusement tax is a local tax collected by the Comptroller's Office for Maryland's counties and Baltimore City, incorporated cities and towns and the MSA. The tax is imposed on the gross receipts from admissions, the use or rental of recreational or sports equipment and the sale of merchandise, refreshments or services at a nightclub or similar place where entertainment is provided. The admissions and amusement tax rate varies by locality and by activity. For purposes of this analysis, the appropriate tax rate was applied to the portion of direct spending on entertainment estimated to occur in the local economies under consideration.

Food and Beverage Tax – A 0.5% local sales tax on food and beverages is imposed in the TOC for the purpose of paying the principal and interest on bonds issued to finance the construction, reconstruction, repair, renovation and equipment of the OCCC. The tax is applicable to most food and beverage sales except those for consumption off premises or vending machine sales. For purposes of this analysis, this rate was applied to the portion of direct spending on food and beverage estimated to occur in the TOC.

Local Personal Income Tax – Worcester County imposes a personal income tax of 2.25% which is calculated as a percentage of taxable income. For purposes of this analysis and based on public information obtained online from the Comptroller of Maryland's office, an effective tax rate was calculated and applied to a portion of County-level earnings estimated to be generated from operations of the proposed new sports complex. Because local income tax is based on where a person lives, not where they work, only a portion of personal income taxes generated from the operations of the proposed new sports complex occurs in the County.

Room Tax – Beginning in January 2020, the rental of hotel or motel rooms, apartments, condominiums, cottages, mobile homes and any other sleeping accommodation to an individual for less than four months and one day in the County was subject to a 5.0% room tax. It should be noted that the TOC and County are currently pursuing an increase in the room tax

rate from 5.0% to 6.0%. For purposes of this analysis, the 5.0% tax rate was applied to the portion of direct spending on overnight accommodations estimated to occur in the local area.

State of Maryland Taxes

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

Corporate Income Tax – A corporate income tax of 8.25% of corporate federal taxable income adjusted by State modifications is levied by the State of Maryland on corporations. For purposes of this analysis and based on public information obtained online from the Comptroller of Maryland's office, an effective tax rate was calculated and applied to State-level output estimated to be generated by the proposed new outdoor field complex and indoor fieldhouse operations.

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

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

Sales and Use Tax – The State of Maryland collects 6% sales and use tax from sales and leases of tangible personal property and services throughout the State and a 9% tax on alcoholic beverages. For purposes of this analysis, the 6% tax rate is applied to estimated taxable spending at the State level generated from the proposed new sports complex operations, which represents a conservative estimate relative to the sale of alcoholic beverages.

KEY ASSUMPTIONS

The following key assumptions were used to develop the updated estimates of event usage and economic and fiscal impacts for the proposed new sports complex. It should be noted that these assumptions are preliminary and should continue to be refined as decisions related to the sports complex design and other operating characteristics evolve.

- The proposed new sports complex is located at the proposed site which is adjacent to Stephen Decatur High School and near the intersection of Route 50 and 113 in Berlin.
- The proposed new sports complex is designed and constructed to be a high-quality tournament facility that is competitive with industry leading facilities.
- The proposed new sports complex is operated by personnel who specialize in managing similar facilities.
- Booking is primarily focused on sports tourism events that generate room nights and economic impact.
- The sports complex is aggressively marketed by established tourism agencies at the local and State levels.
- A high level of quality customer service will be provided by management and local tourism and hospitality agencies/organizations/companies.
- Cooperative coordination will occur amongst facility management and tourism/hospitality stakeholders at the local and State levels.
- Hotels will actively support sports tourism initiatives (and potentially modify some existing policies) by:
 - Providing access to room blocks to support participants year-round, including summer.
 - Adjusting the required minimum stay lengths to accommodate tournament participant needs.
 - Working with promoters that utilize a stay-to-play model.
- No other similar, competitive facility is built or expanded in the region other than those noted in the study update.
- No major economic fluctuations, acts of nature, or cataclysmic events occur that could adversely impact the dynamics of the project.
- Estimates do not reflect any potential future implications in the sports industry resulting from COVID-19.

USAGE ASSUMPTIONS

The proposed new sports complex is estimated to host 54 to 64 tournaments annually that generate between 423,325 and 501,525 total attendee days (defined as total attendance multiplied by event length).

Proposed New Sports Complex in Berlin, MD			
Estimate of Annual Usage (Stabilized Year)			
Tournament Activity	Range		
Total Events	54	-	64
Total Event Days	135	-	160
Number of Participants	54,110	-	64,070
Number of Spectators	115,220	-	136,540
Total Attendance	169,330	-	200,610
Average Length of Stay (Days)	2.5	-	2.5
Total Attendee Days	423,325	-	501,525

Note: Estimates only reflect tournament play; activity related to leagues, recreation, etc. is not included.

Adjustments were made to the estimate of total attendee days to quantify the net new economic impacts at both the local and State levels.

In addition to tournament activity, the proposed new sports complex could host additional activities such as County sports programs, clinics, leagues, etc.

ESTIMATED ANNUAL NET NEW ECONOMIC IMPACTS

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

Proposed New Sports Complex in Berlin, MD						
Estimate of Annual Net New Economic Impacts Generated from Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$58,900,000	-	\$69,800,000	\$46,500,000	-	\$55,100,000
Indirect & Induced Spending	23,100,000	-	27,200,000	33,800,000	-	39,900,000
Total Output	<u>\$82,000,000</u>	-	<u>\$97,000,000</u>	<u>\$80,300,000</u>	-	<u>\$95,000,000</u>
Total Jobs (Full-Time & Part-Time)	830	-	980	720	-	860
Total Earnings	\$30,100,000	-	\$35,700,000	\$31,500,000	-	\$37,300,000

Notes: Local level impacts are shown for Worcester County and include those occurring in the TOC.

Local and State amounts are **not** additive.

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

As shown, total output (i.e. direct, indirect and induced spending) associated with ongoing operations of the proposed new sports complex in a stabilized year of operations is estimated to range from \$82.0 million to \$97.0 million annually at the local level and from \$80.3 million to \$95.0 million annually at the State level.

Outputs from the IMPLAN model indicate that this new spending is estimated to support between 830 and 980 new full-time and part-time jobs and between \$30.1 million and \$35.7 million in earnings annually at the local level and between 720 and 860 new full-time and part-time jobs and \$31.5 million and \$37.3 million at the State level. It should be noted that a person can hold more than one job, so total jobs are not necessarily the same as the count of employed persons.

ESTIMATED ANNUAL NET NEW TAX REVENUES

Net new tax revenues generated from ongoing operations of the proposed new sports complex are estimated to range from approximately \$1.7 million to \$2.0 million at the local level and from \$4.9 million to \$5.8 million in the State in a stabilized year of operations.

Proposed New Sports Complex in Berlin, MD			
Estimate of Annual Net New Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
	Range		
Local			
Room Tax	\$930,000	-	\$1,100,000
Admissions & Amusement Tax	280,000	-	340,000
Food & Beverage Tax	70,000	-	80,000
Local Personal Income Tax	420,000	-	490,000
Total	\$1,700,000	-	\$2,010,000
State of Maryland			
Sales and Use Tax	\$3,270,000	-	\$3,870,000
Personal Income Tax	1,290,000	-	1,530,000
Corporate Income Tax	270,000	-	310,000
Motor Vehicle Rental Tax	60,000	-	80,000
Total	\$4,890,000	-	\$5,790,000
Grand Total	\$6,590,000		\$7,800,000

It should be noted that tax revenues generated by the proposed new sports complex would be positively impacted by any tax rate increases in the future.

The proposed new indoor fieldhouse is estimated to account for approximately 48% of estimated economic and fiscal impacts and the proposed new outdoor sports field complex is estimated to account for approximately 52%.

CONSTRUCTION BENEFITS

Although not quantified in this analysis, construction costs associated with development of a new sports complex would provide additional economic and fiscal impacts to the local area and the State during the construction period. These benefits would include the creation of jobs

which produce earnings for area residents as well as increased tax revenues from the purchase of materials and supplies.

QUALITATIVE BENEFITS

In addition to economic and fiscal benefits, the local and State economies would benefit from ongoing operations of the proposed new sports complex in several ways, including the following tangible and intangible benefits.

- Enhancing the overall quality of life and livability of the area
- Attracting a critical mass of visitors annually that supports area businesses
- Increasing the development of elite-level sport participants in the area
- Offering a first-class venue to residents and visitors that hosts diverse sports activity
- Enhancing the area's image as a destination
- Capitalizing on existing tourism efforts
- Broadening market reach to new visitors
- Attracting visitors during non-peak months
- Receiving increased State, regional and national media exposure through hosting tournament activity
- Increasing property values surrounding the site
- Serving as a catalyst for future economic development in the area
- Broadening the area's economic base
- Generating private sector development and/or funding

SUMMARY OF STUDY UPDATE FINDINGS

The purpose of this study update is to 1.) update certain aspects of the market and economic analysis that was completed in January 2020 and released in November 2021 to reflect current market conditions and other key assumptions associated with the proposed sports complex at the selected site location and 2.) to provide a site assessment of the current site location under consideration.

As it relates to the previous study, it was noted that there is demand for both the indoor and outdoor components of the proposed sports complex. It was also noted that both components would face several market challenges such as a relatively limited local population base, competition from existing and planned facilities, and potential challenges associated with vehicular/air accessibility. As such, it was recommended that the proposed indoor and outdoor components of the sports complex be designed and constructed as a high-quality tournament facility, operated by personnel who specialize in managing similar facilities, and aggressively marketed by established tourism agencies.

Based on the market research conducted as part of the previous study, market supportable building program recommendations were provided, which included a minimum of 8 to 10 tournament-quality multi-purpose outdoor fields and an indoor fieldhouse with a minimum of 8 to 10 tournament-quality basketball courts (or 16 to 20 volleyball courts). Other indoor and outdoor support areas and amenities such as seating, parking, lobbies, meeting/team rooms, etc. were also recommended. Given the relatively small local population, it was noted that an indoor turf surface that could be overlaid onto the courts could be considered to increase year-round usage for recreational uses during non-peak times as well as fee-based activities such as practice, training, etc. It was noted that strategic programming and pricing as well as storage of the turf would need to be considered.

As it relates to this study update, a primary change since January 2020 is the selection of a potential site located adjacent to Stephen Decatur High School and near the intersection of Route 50 and 113 in Berlin. The site assessment conducted by Populous indicates that it has the capacity to accommodate the market-supportable building program for the proposed new sports complex and is generally considered to be adequate to excellent based on evaluation of physical site factors, vehicular/pedestrian access, and contextual design issues.

Other primary market-related changes occurring after January 2020 and outlined in this study update include the adverse impact of COVID-19 on sports participation levels and changes to the competitive landscape.

Although sports participation was negatively impacted in 2020 as a result of COVID-19, trends indicate participation rebounded in 2021 and is expected to continue to do so in 2022. Participation in several team sports such as basketball and outdoor soccer had higher overall participation in 2021 than in 2019. These trends are a testament to the resilience of sports.

Several indoor and outdoor sports facilities have either expanded or been constructed since January 2020 adding to the significant supply of competitive facilities profiled in the previous study. New sports facilities are constantly being evaluated and/or developed, as communities recognize the economic benefits associated with sports tourism. As such, the competitive landscape should be continuously monitored.

A primary advantage of the proposed sports complex in Berlin in comparison to many existing and planned facilities in the region is its proposed proximity to the TOC, which is a well-known destination given the diverse amenities offered including the beach, entertainment, dining, retail, etc. With that said, there are several existing indoor and outdoor sports facilities along the East Coast such as those in Virginia Beach that also offer these amenities as well as excellent accessibility. While the previous building program recommendations remain market supportable, market research indicates obtaining an operating team that specializes in managing similar facilities, exploring potential partnerships for programming, and developing an aggressive marketing strategy are of paramount importance.

Based on the market research conducted to date, the proposed sports complex would likely operate at a deficit, which is not unlike other similar facilities. With that said, there could be opportunities for the proposed sports complex to generate non-operating revenues such as exclusivity rights, facility naming rights, etc. to help mitigate the potential loss. These potential non-operating revenues are highly market driven and would need to be tested through an extensive pre-development marketing initiative. Many similar facilities are built for their ability to generate economic activity. The proposed sports complex is estimated to generate significant economic impacts at the local and State levels. Further, the proposed sports complex is estimated to generate tax revenues to the TOC, County and the State.

NEXT STEPS

Typical next steps in the development planning process include:

- Exploring potential operating and programming partnerships with various public and/or private organizations with extensive experience booking, marketing and servicing the target market.
- Developing a well-defined mission statement, booking policy and rate structure.
- Developing a solid, sustainable financial plan that addresses both ongoing operational needs and long-term capital improvement needs.
- Creating a funding plan that covers development costs, which may include both public and private sector partners.

APPENDIX

ESTIMATED ANNUAL USAGE BY FACILITY & COMBINED

Proposed New Indoor Fieldhouse in Berlin, MD			
Estimate of Annual Usage (Stabilized Year)			
Tournament Activity	Range		
Total Events	34	-	40
Total Event Days	85	-	100
Total Number of Participants	26,110	-	30,470
Total Number of Spectators	52,220	-	60,940
Total Attendance	78,330	-	91,410
Average Length of Stay (Days)	2.5	-	2.5
Total Attendee Days	195,825	-	228,525
Total Net New Attendee Days - Local	186,030	-	217,100
Total Net New Attendee Days - State	146,871	-	171,395

Proposed New Outdoor Sports Field Complex in Berlin, MD			
Estimate of Annual Usage (Stabilized Year)			
Tournament Activity	Range		
Total Events	20	-	24
Total Event Days	50	-	60
Number of Participants	28,000	-	33,600
Number of Spectators	63,000	-	75,600
Total Attendance	91,000	-	109,200
Average Length of Stay (Days)	2.5	-	2.5
Total Attendee Days	227,500	-	273,000
Total Net New Attendee Days - Local	204,750	-	245,700
Total Net New Attendee Days - State	159,250	-	191,100

Proposed New Sports Complex in Berlin, MD			
Estimate of Annual Usage (Stabilized Year)			
Tournament Activity	Range		
Total Events	54	-	64
Total Event Days	135	-	160
Number of Participants	54,110	-	64,070
Number of Spectators	115,220	-	136,540
Total Attendance	169,330	-	200,610
Average Length of Stay (Days)	2.5	-	2.5
Total Attendee Days	423,325	-	501,525
Total Net New Attendee Days - Local	390,780	-	462,800
Total Net New Attendee Days - State	306,121	-	362,495

Note: Estimates only reflect tournament play; activity related to leagues, recreation, etc. is not included.

ESTIMATED ANNUAL NET NEW ROOM NIGHTS BY FACILITY & COMBINED

Proposed New Indoor Fieldhouse in Berlin, MD			
Estimate of Annual Net New Room Nights			
Range			
Local	44,600	-	52,100
State	35,200	-	41,100

Proposed New Outdoor Sports Field Complex in Berlin, MD			
Estimate of Annual Net New Room Nights			
Range			
Local	49,100	-	59,000
State	38,200	-	45,900

Proposed New Sports Complex in Berlin, MD			
Estimate of Annual Net New Room Nights			
Range			
Local	93,700		111,100
State	73,400		87,000

ESTIMATED ECONOMIC IMPACTS BY FACILITY & COMBINED – ANNUAL NET NEW

Proposed Indoor Fieldhouse in Berlin, MD						
Estimate of Annual Net New Economic Impacts Generated from Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$28,300,000	-	\$33,100,000	\$22,600,000	-	\$26,400,000
Indirect & Induced Spending	11,200,000	-	12,900,000	16,500,000	-	19,200,000
Total Output	<u>\$39,500,000</u>	-	<u>\$46,000,000</u>	<u>\$39,100,000</u>	-	<u>\$45,600,000</u>
Total Jobs (Full-Time & Part-Time)	400	-	460	350	-	410
Total Earnings	\$14,500,000	-	\$16,900,000	\$15,300,000	-	\$17,900,000

Proposed Outdoor Field Complex in Berlin, MD						
Estimate of Annual Net New Economic Impacts From Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$30,600,000	-	\$36,700,000	\$23,900,000	-	\$28,700,000
Indirect & Induced Spending	11,900,000	-	14,300,000	17,300,000	-	20,700,000
Total Output	<u>\$42,500,000</u>	-	<u>\$51,000,000</u>	<u>\$41,200,000</u>	-	<u>\$49,400,000</u>
Total Jobs (Full-Time & Part-Time)	430	-	520	370	-	450
Total Earnings	\$15,600,000	-	\$18,800,000	\$16,200,000	-	\$19,400,000

Proposed New Sports Complex in Berlin, MD						
Estimate of Annual Net New Economic Impacts Generated from Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$58,900,000	-	\$69,800,000	\$46,500,000	-	\$55,100,000
Indirect & Induced Spending	23,100,000	-	27,200,000	33,800,000	-	39,900,000
Total Output	<u>\$82,000,000</u>	-	<u>\$97,000,000</u>	<u>\$80,300,000</u>	-	<u>\$95,000,000</u>
Total Jobs (Full-Time & Part-Time)	830	-	980	720	-	860
Total Earnings	\$30,100,000	-	\$35,700,000	\$31,500,000	-	\$37,300,000

Notes: Local level impacts are shown for Worcester County and include those occurring in the TOC.
 Local and State amounts are **not** additive.
 Total jobs represents full-time and part-time positions sustained on an annual basis.

ESTIMATED ECONOMIC IMPACTS BY FACILITY & COMBINED – ANNUAL GROSS

Proposed Indoor Fieldhouse in Berlin, MD						
Estimate of Annual Gross Economic Impacts from Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$29,800,000	-	\$34,700,000	\$29,800,000	-	\$34,700,000
Indirect & Induced Spending	11,700,000	-	13,700,000	21,600,000	-	25,300,000
Total Output	<u>\$41,500,000</u>	-	<u>\$48,400,000</u>	<u>\$51,400,000</u>	-	<u>\$60,000,000</u>
Total Jobs (Full-Time & Part-Time)	420	-	490	460	-	540
Total Earnings	\$15,200,000	-	\$17,700,000	\$20,200,000	-	\$23,500,000

Proposed Outdoor Field Complex in Berlin, MD						
Estimate of Annual Gross Economic Impacts from Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$33,900,000	-	\$40,700,000	\$33,900,000	-	\$40,700,000
Indirect & Induced Spending	13,200,000	-	15,800,000	24,500,000	-	29,300,000
Total Output	<u>\$47,100,000</u>	-	<u>\$56,500,000</u>	<u>\$58,400,000</u>	-	<u>\$70,000,000</u>
Total Jobs (Full-Time & Part-Time)	480	-	570	530	-	640
Total Earnings	\$17,300,000	-	\$20,800,000	\$23,000,000	-	\$27,600,000

Proposed New Sports Complex in Berlin, MD						
Estimate of Annual Gross Economic Impacts from Ongoing Operations (Stabilized Year)						
Category	Worcester County			State of Maryland		
	Range			Range		
Output						
Direct Spending	\$63,700,000	-	\$75,400,000	\$63,700,000	-	\$75,400,000
Indirect & Induced Spending	24,900,000	-	29,500,000	46,100,000	-	54,600,000
Total Output	<u>\$88,600,000</u>	-	<u>\$104,900,000</u>	<u>\$109,800,000</u>	-	<u>\$130,000,000</u>
Total Jobs (Full-Time & Part-Time)	900	-	1,060	990	-	1,180
Total Earnings	\$32,500,000	-	\$38,500,000	\$43,200,000	-	\$51,100,000

Notes: Local level impacts are shown for Worcester County and include those occurring in the TOC.

Local and State amounts are not additive.

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

ESTIMATED TAX REVENUES BY FACILITY & COMBINED – ANNUAL NET NEW

Proposed Indoor Fieldhouse in Berlin, MD			
Estimate of Annual Net New Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
	Range		
Local			
Room Tax	\$440,000	-	\$520,000
Admissions & Amusement Tax	140,000	-	170,000
Food & Beverage Tax	30,000	-	40,000
Local Personal Income Tax	200,000	-	230,000
Total	\$810,000	-	\$960,000
State of Maryland			
Sales and Use Tax	\$1,580,000	-	\$1,840,000
Personal Income Tax	630,000	-	730,000
Corporate Income Tax	130,000	-	150,000
Motor Vehicle Rental Tax	30,000	-	40,000
Total	\$2,370,000	-	\$2,760,000
Grand Total	\$3,180,000		\$3,720,000

Proposed Outdoor Field Complex in Berlin, MD			
Estimate of Annual Net New Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
	Range		
Local			
Room Tax	\$490,000	-	\$580,000
Admissions & Amusement Tax	140,000	-	170,000
Food & Beverage Tax	40,000	-	40,000
Local Personal Income Tax	220,000	-	260,000
Total	\$890,000	-	\$1,050,000
State of Maryland			
Sales and Use Tax	\$1,690,000	-	\$2,030,000
Personal Income Tax	660,000	-	800,000
Corporate Income Tax	140,000	-	160,000
Motor Vehicle Rental Tax	30,000	-	40,000
Total	\$2,520,000	-	\$3,030,000
Grand Total	\$3,410,000		\$4,080,000

Proposed New Sports Complex in Berlin, MD			
Estimate of Annual Net New Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
		Range	
Local			
Room Tax	\$930,000	-	\$1,100,000
Admissions & Amusement Tax	280,000	-	340,000
Food & Beverage Tax	70,000	-	80,000
Local Personal Income Tax	420,000	-	490,000
Total	\$1,700,000	-	\$2,010,000
State of Maryland			
Sales and Use Tax	\$3,270,000	-	\$3,870,000
Personal Income Tax	1,290,000	-	1,530,000
Corporate Income Tax	270,000	-	310,000
Motor Vehicle Rental Tax	60,000	-	80,000
Total	\$4,890,000	-	\$5,790,000
Grand Total	\$6,590,000		\$7,800,000

ESTIMATED TAX REVENUES BY FACILITY & COMBINED – ANNUAL GROSS

Proposed Indoor Fieldhouse in Berlin, MD			
Estimate of Annual Gross Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
		Range	
Local			
Room Tax	\$470,000	-	\$540,000
Admissions & Amusement Tax	150,000	-	180,000
Food & Beverage Tax	30,000	-	40,000
Local Personal Income Tax	210,000	-	250,000
Total	\$860,000	-	\$1,010,000
State of Maryland			
Sales and Use Tax	\$2,080,000	-	\$2,440,000
Personal Income Tax	830,000	-	960,000
Corporate Income Tax	170,000	-	200,000
Motor Vehicle Rental Tax	40,000	-	50,000
Total	\$3,120,000	-	\$3,650,000
Grand Total	\$3,980,000		\$4,660,000

Proposed Outdoor Field Complex in Berlin, MD			
Estimate of Annual Gross Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
			Range
Local			
Room Tax	\$540,000	-	\$650,000
Admissions & Amusement Tax	160,000	-	190,000
Food & Beverage Tax	40,000	-	50,000
Local Personal Income Tax	240,000	-	290,000
Total	\$980,000	-	\$1,180,000
State of Maryland			
Sales and Use Tax	\$2,390,000	-	\$2,870,000
Personal Income Tax	940,000	-	1,130,000
Corporate Income Tax	190,000	-	230,000
Motor Vehicle Rental Tax	50,000	-	60,000
Total	\$3,570,000	-	\$4,290,000
Grand Total	\$4,550,000		\$5,470,000

Proposed New Sports Complex in Berlin, MD			
Estimate of Annual Gross Tax Revenues Generated from Ongoing Operations (Stabilized Year)			
			Range
Local			
Room Tax	\$1,010,000	-	\$1,190,000
Admissions & Amusement Tax	310,000	-	370,000
Food & Beverage Tax	70,000	-	90,000
Local Personal Income Tax	450,000	-	540,000
Total	\$1,840,000	-	\$2,190,000
State of Maryland			
Sales and Use Tax	\$4,470,000	-	\$5,310,000
Personal Income Tax	1,770,000	-	2,090,000
Corporate Income Tax	360,000	-	430,000
Motor Vehicle Rental Tax	90,000	-	110,000
Total	\$6,690,000	-	\$7,940,000
Grand Total	\$8,530,000		\$10,130,000

LIMITING CONDITIONS AND ASSUMPTIONS

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

- This analysis has been prepared for the Maryland Stadium Authority (Client) on behalf of the Town of Ocean City (TOC) for their internal decision-making purposes associated with a proposed new sports complex and should not be used for any other purposes without the prior written consent of Crossroads Consulting Services LLC.
- This report should only be used for its intended purpose by the entities to whom it is addressed. Reproduction or publication by other parties is strictly prohibited.
- The findings and assumptions contained in the report reflect analysis of primary and secondary sources. We have utilized sources that are deemed to be accurate but cannot guarantee their accuracy. No information provided to us by others was audited or verified and was assumed to be correct.
- Although the analysis includes findings and recommendations, all decisions relating to the implementation of such findings and recommendations shall be the Client's responsibility.
- Estimates and analysis regarding the proposed new sports complex are based on trends and assumptions and, therefore, there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.
- Although this analysis utilizes various mathematical calculations, the final estimates are subjective and may be influenced by our experience and other factors not explicitly stated.
- We have no obligation, unless subsequently engaged, to update this report or revise this analysis as presented due to events or circumstances occurring after the date of this report.
- The quality of ownership and management of the proposed new sports complex can have a direct impact on economic performance. This analysis assumes responsible and competent ownership and management. Any departure from this assumption may have a significant impact on the findings outlined in this report.
- Multiple external factors influence current and anticipated market conditions. Although we have not knowingly withheld any pertinent facts, we do not guarantee that we have knowledge of all factors which might influence the operating potential of the proposed sports facilities. Due to quick changes in the external factors, actual results may vary significantly from estimates presented in this report.
- The analysis performed was limited in nature and, as such, Crossroads Consulting Services LLC does not express an opinion or any other form of assurance on the information presented in this report.
- The analysis is intended to be read and used in its entirety. Separation of any portion from the main body of the report is prohibited and negates the analysis.
- In accordance with the terms of our engagement letter, the accompanying report is restricted to internal use by the Client and may not be relied upon by any party for any purpose including any matter pertaining to financing.



Maryland Stadium Authority MSA Town of Ocean City Sports Complex

Ocean City, MD

Maryland Stadium Authority - Capital Projects Development Group

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002

24 August 2022



 **COST ESTIMATE**

INTRODUCTORY NOTES

This estimate is based on verbal direction from the client and the following items, received 08 July 2022:

Site/Landscape	OC Sitebase - 100 (01 Sheet)
Architectural	OCEAN CITY - FIELD HOUSE - Floor Plan Model (01 sheet)
Additional Reports	Proposed Worcester County Sports Complex Regulatory and Planning Commentary Information 4.14.22 (03 pages)

The following items are excluded from this estimate:

- Professional fees.
- Building permits and fees.
- Inspections and tests.
- Furniture, fixtures & equipment, except as noted.
- Installation of owner furnished equipment.
- Construction change order contingency.
- Overtime.
- Hazardous material abatement/removal.
- Items referenced as NOT INCLUDED or NIC in estimate.

The midpoint of construction of April 2025 is based on:

- Construction start date of July 2024
- Estimated construction duration of 18 months
- This estimate is based on a Construction Manager at Risk delivery method.
- This estimate is based on prevailing wage labor rates.
- This estimate is based on a detailed measurement of quantities. We have made allowances for items that were not clearly defined in the drawings. The client should verify these allowances.
- This estimate is based on a minimum of four competitive bids and a stable bidding market.
- This estimate should be updated if more definitive information becomes available, or if there is any change in scope.
- We strongly advise the client to review this estimate in detail. If any interpretations in this estimate appear to differ from those intended by the design documents, they should be addressed immediately.

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

PROJECT SUMMARY

ELEMENT	TOTAL COST	GFA	\$/SF AREA
01. INDOOR FIELD HOUSE	\$82,061,791	125,980	\$651.39
02. SITEWORK	\$64,122,970	4,486,680	\$14.29
TOTAL CONSTRUCTION COST	\$146,184,761		

ALTERNATES	TOTAL COST		
01. ADD ALTERNATE - FUTURE EXPANSION H INDOOR COMPLEX	\$13,659,952	20,000	\$683.00
02. ADD ALTERNATE - SOCCER FIELD EACH	\$1,974,591	82,125	\$24.04
03. ADD ALTERNATE - PERIMETER FENCE	\$393,655		

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DETAILED PROJECT SUMMARY

ELEMENT	TOTAL COST	GFA	\$/SF AREA
01. INDOOR FIELD HOUSE	\$48,177,925	125,980	\$382.43
02. SITEWORK	\$37,646,164	4,486,680	\$8.39
TOTAL NET DIRECT COST	\$85,824,089		
GENERAL MARKUPS			
DESIGN CONTINGENCY	20.00%	\$17,164,818	
ESCALATION TO MIDPOINT 04/2025	16.00%	\$16,478,225	
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$11,946,713	
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$10,513,108	
INSURANCE AND BONDS	3.00%	\$4,257,809	
TOTAL CONSTRUCTION COST	\$146,184,761		

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
03 CONCRETE		\$2,678,964	\$21.26
04 MASONRY		\$323,752	\$2.57
05 METALS		\$9,056,867	\$71.89
06 WOOD, PLASTICS, AND COMPOSITES		\$90,706	\$0.72
07 THERMAL AND MOISTURE PROTECTION		\$14,087,067	\$111.82
08 OPENINGS		\$1,124,130	\$8.92
09 FINISHES		\$3,745,729	\$29.73
10 SPECIALTIES		\$691,774	\$5.49
12 FURNISHINGS		\$1,270,089	\$10.08
21 FIRE SUPPRESSION		\$583,410	\$4.63
22 PLUMBING		\$1,557,150	\$12.36
23 HEATING, VENTILATING, AND AIR CONDITIONING		\$5,443,030	\$43.21
26 ELECTRICAL		\$4,991,456	\$39.62
27 COMMUNICATIONS		\$917,134	\$7.28
28 ELECTRONIC SAFETY AND SECURITY		\$755,880	\$6.00
31 EARTHWORK		\$860,787	\$6.83
NET DIRECT BUILDING COST		\$48,177,925	\$382.43
DESIGN CONTINGENCY	20.00%	\$9,635,585	\$76.49
SUBTOTAL		\$57,813,510	\$458.91
ESCALATION TO MIDPOINT 04/2025	16.00%	\$9,250,162	\$73.43
SUBTOTAL		\$67,063,672	\$532.34
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$6,706,367	\$53.23
SUBTOTAL		\$73,770,039	\$585.57
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$5,901,603	\$46.85
SUBTOTAL		\$79,671,642	\$632.42
INSURANCE AND BONDS	3.00%	\$2,390,149	\$18.97
TOTAL BUILDING COST		\$82,061,791	\$651.39

GROSS FLOOR AREA: 125,980 SF

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation and footing, CIP concrete, assembly	1,198	CY	801.50	\$960,191
Slab on grade, reinforced concrete, assembly				
5" thick	845	SF	11.88	\$10,041
6" thick	125,135	SF	13.47	\$1,685,996
Concrete stepped seating, cast in place, including rebar	232	LFR	98.00	\$22,736
Stepped seating				
TOTAL - 03 CONCRETE				\$2,678,964
04 MASONRY				
CMU, split faced filled and reinforced				
6" thick	1,830	SF	25.44	\$46,555
8" thick	1,070	SF	29.21	\$31,254
8" thick, interior of exterior 10' ht	8,420	SF	29.21	\$245,943
TOTAL - 04 MASONRY				\$323,752
05 METALS				
Structural steel	1,350	TON	6,704.14	\$9,050,589
Misc. metal				
Handrail, floor mounted at stepped seating	22	LF	139.24	\$3,063
Roof access ladder, exterior	16	VLF	200.93	\$3,215
TOTAL - 05 METALS				\$9,056,867
06 WOOD, PLASTICS, AND COMPOSITES				
Rough carpentry	125,980	SF	0.72	\$90,706
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$90,706
07 THERMAL AND MOISTURE PROTECTION				
Exterior walls				
Composite insulated aluminum panel	47,004	SF	75.23	\$3,536,290
Composite insulated aluminum panel, parapet	11,720	SF	75.23	\$881,740
Waterproofing with fiberboard protection	47,004	SF	3.78	\$177,826
Roofing				
Metal roof assembly, include insulation, painted, Sloped (add 10%)	138,578	SF	65.00	\$9,007,570
Flashing	1,000	LF	8.17	\$8,171
Prepared by: OCMI				Sheet 4 of 24

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Downspout	240	LF	6.78	\$1,628
Gutter	1,168	LF	16.58	\$19,371
Access hatch	4	EA	2,835.32	\$11,341
Interior partitions				
Insulation, batt				
4"	17,248	SF	0.88	\$15,211
6"	5,900	SF	1.23	\$7,259
Miscellaneous				
Fire protection				
Structural steel	1,350	TON	311.60	\$420,660
TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$14,087,067

08 OPENINGS

Exterior doors				
Aluminum fully glazed including frame and hardware				
Double	10	PR	15,000.85	\$150,009
Hollow metal including frame and hardware				
Single	2	EA	1,789.09	\$3,578
Double	8	PR	3,086.93	\$24,695
Miscellaneous				
Closer	36	EA	307.49	\$11,070
Panic hardware	22	EA	758.84	\$16,694
Card reader	4	EA	2,940.29	\$11,761
Automatic door opener, handicap	10	PR	2,872.05	\$28,720
Exterior windows				
Curtainwall / glazing	4,700	SF	140.33	\$659,593
Interior doors				
Aluminum fully glazed including frame and hardware				
Single	2	EA	3,127.87	\$6,256
Hollow metal including frame and hardware				
Single	18	EA	1,789.09	\$32,204
Double	4	PR	3,086.93	\$12,348
Miscellaneous				
Vision panel	8	EA	213.76	\$1,710
Closer	28	EA	307.49	\$8,610
Card reader	10	EA	2,940.29	\$29,403
Interior windows				
Interior glazing	1,188	SF	107.31	\$127,479
TOTAL - 08 OPENINGS				\$1,124,130

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
09 FINISHES				
Exterior				
Framing, metal stud 6"	38,584	SF	9.31	\$359,346
Sheathing, plywood	38,584	SF	1.84	\$71,132
Gypsum board Taped and finished	38,584	SF	1.97	\$76,109
Paint	47,004	SF	1.32	\$62,221
Interior				
Wall				
Framing, metal stud 4"	17,248	SF	8.06	\$138,955
6"	5,900	SF	9.31	\$54,949
Shaft wall 2HRFR for MEP, Allowance	2,000	SF	8.81	\$17,627
Gypsum board Taped and finished	46,296	SF	1.97	\$91,322
Underlayment	2,944	SF	1.36	\$4,012
Shaft liner	2,000	SF	3.72	\$7,444
Paint	42,800	SF	1.11	\$47,481
Ceramic tile	2,936	SF	25.31	\$74,310
Acoustic wall panels Fabric, 2"	8,000	SF	19.91	\$159,294
Floor				
Carpet tile	592	SF	6.56	\$3,881
Sheet vinyl	5,052	SF	16.75	\$84,637
Ceramic tile	2,130	SF	23.61	\$50,285
VCT	36,710	SF	7.40	\$271,737
Quarry tile	2,895	SF	25.82	\$74,760
Rubber	4,596	SF	20.88	\$95,985
Vinyl Sheet Athletic Flooring	60,174	SF	22.00	\$1,323,828
Wood floor - (2) basketball court	9,646	SF	33.82	\$326,216
Concrete, sealer	2,395	SF	1.54	\$3,691
Base				
Rubber	4,015	LF	2.02	\$8,104
Ceramic tile	555	LF	12.88	\$7,149
Quarry tile	386	LF	17.58	\$6,785
Ceiling				
ACT, tegular including grid system, 2' 0" x 2' 0"	22,030	SF	8.16	\$179,874
Hard lid	1,418	SF	12.49	\$17,715
Paint	2,382	SF	1.21	\$2,881
Paint exposed ceiling	102,532	SF	1.21	\$123,999

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 09 FINISHES				\$3,745,729
10 SPECIALTIES				
Restroom accessories				
Restroom accessories	125,980	SF	0.84	\$105,823
Lockers, not included		NIC		
Wall padding, Allowance	2,500	SF	13.50	\$33,750
Foldable partition at multipurpose room	700	SF	360.05	\$252,036
Foldable partition (curtain array) at basketball including structural support	1	LS	126,000.00	\$126,000
Miscellaneous				
Signage, letters, markings	125,980	SF	1.34	\$168,931
Fire extinguisher and recessed cabinet	12	EA	436.19	\$5,234
TOTAL - 10 SPECIALTIES				\$691,774
11 EQUIPMENT				
<i>Kitchen equipment needed, infrastructure is included under plumbing</i>				
Food service equipment, Excluded		NIC		
TOTAL - 11 EQUIPMENT				
12 FURNISHINGS				
Bleachers, telescoping, manual	1,824	SEAT	403.74	\$736,417
Backstop, ceiling mounted	20	EA	10,440.07	\$208,801
Scoreboard, Allowance	4	EA	20,000.07	\$80,000
Reception desk	65	LF	1,053.83	\$68,499
Casework, benches & blinds	125,980	SF	1.40	\$176,372
TOTAL - 12 FURNISHINGS				\$1,270,089
21 FIRE SUPPRESSION				
Fire riser, horizontal water distribution, drops and heads, test and commissioning	125,980	SF	4.50	\$566,910
Ansul system for kitchen	1	LS	16,500.00	\$16,500
Fire pump, assume not required		NOTE		
TOTAL - 21 FIRE SUPPRESSION				\$583,410
22 PLUMBING				

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Equipment				
Water heating system	125,980	SF	0.60	\$75,588
Water softener	1	EA	8,880.00	\$8,880
Fixture including rough-in, Allowance				
Water closet with flush valve	29	EA	1,717.00	\$49,793
Lavatory, wall hung	30	EA	1,681.00	\$50,430
Urinal, floor, flush valve	9	EA	1,910.00	\$17,190
Service sink	3	EA	2,086.00	\$6,258
Shower	4	EA	1,901.00	\$7,604
Drinking fountain, high-low	4	EA	3,559.00	\$14,236
Sink, stainless steel, single, at team space, Allowance	5	EA	1,686.00	\$8,430
Premium for flush sensor	68	EA	389.25	\$26,469
Miscellaneous fittings	125,980	SF	0.40	\$50,392
Concession and kitchen area				
Fixtures & equipment - see section 11		NOTE		
Rough-in and service to kitchen	1	LS	40,000.00	\$40,000
Grease traps and interceptors, Allowance	1	LS	30,000.00	\$30,000
Domestic water system				
Building entrance	1	LS	14,040.00	\$14,040
Cold water piping, fittings and accessories	125,980	SF	1.30	\$163,774
Hot water piping and fittings, insulation	125,980	SF	1.10	\$138,578
Valve	125,980	SF	0.17	\$21,417
Sanitary waste system, includes clean-outs	125,980	SF	1.40	\$176,372
Sanitary vent system, includes vent through roofs	125,980	SF	1.60	\$201,568
Roof drainage system	125,980	SF	2.25	\$283,455
Indirect condensate drain system	125,980	SF	0.20	\$25,196
Natural gas system	125,980	SF	0.60	\$75,588
LEED commissioning				
Independent commissioning	1	LS	17,500.00	\$17,500
Support service	1	LS	4,000.00	\$4,000
Miscellaneous including seismic control, system test, flush and chlorinate, identification and fire stop	125,980	SF	0.40	\$50,392
TOTAL - 22 PLUMBING				\$1,557,150

23 HEATING, VENTILATING, AND AIR CONDITIONING

Equipment

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CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Cool generating equipment				
Chiller, ~ 400 ton	1	EA	263,330.00	\$263,330
Cooling tower	1	EA	141,350.00	\$141,350
Pump, chilled water	2	EA	14,690.00	\$29,380
Pump, condenser water	2	EA	17,420.00	\$34,840
Miscellaneous fittings and accessories	1	LS	43,410.00	\$43,410
Heat generating equipment				
Boiler, ~ 3,350 MBTU/H	1	EA	37,830.00	\$37,830
Pump	2	EA	15,910.00	\$31,820
Miscellaneous fittings and accessories	1	LS	10,450.00	\$10,450
Air handling unit, four pipe	188,960	CFM	6.00	\$1,133,760
Dedicated AC units				
Computer / data room	1	EA	12,700.00	\$12,700
VAV terminals	50	EA	2,010.00	\$100,500
Exhaust fans				
Rest rooms	6	EA	612.06	\$3,672
Building exhaust	125,980	SF	0.20	\$25,196
Sound attenuation	125,980	SF	0.15	\$18,897
Air distribution system				
Sheet metal ductwork, supports	94,480	LB	9.07	\$856,697
Duct insulation	125,980	SF	2.50	\$314,950
Flexible duct, supports	125,980	SF	0.20	\$25,196
Chilled water distribution system	125,980	SF	3.30	\$415,734
Hot water distribution system	125,980	SF	5.40	\$680,292
Refrigeration piping system, specialties, per system	1	EA	4,500.00	\$4,500
Air inlets and outlets	125,980	SF	1.35	\$170,073
Fire, smoke and manual dampers	125,980	SF	0.90	\$113,382
Duct smoke detectors	125,980	SF	0.05	\$6,299
Automatic temperature controls	125,980	SF	5.00	\$629,900
Air / water balance, by an independent contractor	125,980	SF	0.60	\$75,588
Start-up, commission major equipment	125,980	SF	0.30	\$37,794
LEED commissioning				
Independent commissioning	1	LS	125,000.00	\$125,000
Support service	1	LS	37,500.00	\$37,500
Miscellaneous including seismic bracing, duct identification, testing and fire stop	125,980	SF	0.50	\$62,990

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$5,443,030
26 ELECTRICAL				
Service and distribution				
Normal power				
Main switch gear, < 4,000 amp	1	EA	200,000.00	\$200,000
Distribution board	125,980	SF	0.30	\$37,794
Panel board	125,980	SF	1.80	\$226,764
Transformer	125,980	SF	0.80	\$100,784
Building feeder	125,980	SF	2.00	\$251,960
Emergency power	125,980	SF	2.90	\$365,342
Building grounding system	125,980	SF	0.20	\$25,196
Equipment connection including disconnect switch, conduit and conductors	125,980	SF	4.10	\$516,518
Lighting system				
Lighting control, assume LV system	125,980	SF	2.50	\$314,950
Fixtures	125,980	SF	14.10	\$1,776,318
Branch wiring	125,980	SF	3.70	\$466,126
Convenience power including branch wiring	125,980	SF	4.30	\$541,714
LEED commissioning				
Independent commissioning	1	LS	75,000.00	\$75,000
Support service	1	LS	30,000.00	\$30,000
Miscellaneous including seismic bracing, identification and fire stop	125,980	SF	0.50	\$62,990
TOTAL - 26 ELECTRICAL				\$4,991,456
27 COMMUNICATIONS				
Telephone and data system	125,980	SF	3.00	\$377,940
Fiber optic system	125,980	SF	0.30	\$37,794
Common raceway system	125,980	SF	0.70	\$88,186
Audio visual system	125,980	SF	2.13	\$268,337
Public address system	125,980	SF	0.75	\$94,485
TV outlets and cabling	125,980	SF	0.30	\$37,794

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Clock system, atomic clock	125,980	SF	0.10	\$12,598
TOTAL - 27 COMMUNICATIONS				\$917,134
28 ELECTRONIC SAFETY AND SECURITY				
Fire alarm system	125,980	SF	3.20	\$403,136
Security system				
Access control	125,980	SF	0.90	\$113,382
CCTV system	125,980	SF	1.90	\$239,362
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$755,880
31 EARTHWORK				
Excavation and fill				
Soil amending for building foundation, Allowance	125,980	SF	5.52	\$695,410
Over excavation	3,651	CY	10.23	\$37,341
Engineered fill	2,453	CY	33.24	\$81,522
Haul	3,651	CY	12.74	\$46,514
TOTAL - 31 EARTHWORK				\$860,787

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

SITE SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
31 EARTHWORK		\$2,641,345	\$0.59
32 EXTERIOR IMPROVEMENTS		\$29,837,822	\$6.65
33 UTILITIES		\$5,166,997	\$1.15
NET DIRECT SITE COST		\$37,646,164	\$8.39
DESIGN CONTINGENCY	20.00%	\$7,529,233	\$1.68
SUBTOTAL		\$45,175,397	\$10.07
ESCALATION TO MIDPOINT 04/2025	16.00%	\$7,228,063	\$1.61
SUBTOTAL		\$52,403,460	\$11.68
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$5,240,346	\$1.17
SUBTOTAL		\$57,643,806	\$12.85
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$4,611,505	\$1.03
SUBTOTAL		\$62,255,311	\$13.88
INSURANCE AND BONDS	3.00%	\$1,867,659	\$0.42
TOTAL SITE COST		\$64,122,970	\$14.29

TOTAL SITE AREA: 4,486,680 SF

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
31 EARTHWORK				
Clearing and grubbing				
Remove planting/ bushes, trees	22,835	SF	1.65	\$37,728
Clear and grub entire site	4,486,680	SF	0.08	\$358,934
Grading				
Fine, machine	4,486,680	SF	0.05	\$224,334
Excavation and fill				
Excavation, 6"	80,237	CY	11.06	\$887,249
Backfill and recompact	60,178	CY	8.61	\$517,850
Hauling, including off-site disposal	20,059	CY	20.74	\$416,045
Erosion and sediment control				
Temporary construction fence incl. gates, 8' high	8,254	LF	21.20	\$175,021
Silt fence, polypropylene	10,000	LF	1.62	\$16,180
Stabilized construction area	2,354	SF	3.40	\$8,004
TOTAL - 31 EARTHWORK				\$2,641,345

32 EXTERIOR IMPROVEMENTS

Hardscape				
Asphaltic concrete paving, 4", on 6" base	446,770	SF	7.92	\$3,538,904
Asphaltic concrete paving, 6", on 6" base	219,940	SF	10.90	\$2,396,867
Concrete paving, 4"	133,190	SF	6.59	\$878,061
Concrete paving, 6"	53,130	SF	7.46	\$396,218
Perimeter walking trail 8'wide, cip concrete 4"	50,000	SF	5.99	\$299,275
Ramp, premium	750	SF	7.28	\$5,460
Curb and gutter	29,858	LF	20.75	\$619,641
Paving specialties				
Striped parking stall	1,375	EA	11.48	\$15,781
ADA symbol, painted	40	EA	61.73	\$2,469
Striping, 2 coat, 4" wide	50,400	LF	0.32	\$15,958
Pole mounted sign	10	EA	267.19	\$2,672
Cross hatching	3,600	SF	0.74	\$2,647
Parking bumper	1,375	EA	75.13	\$103,306
Athletic & recreational surfacing				
Synthetic grass surfacing including aggregate base, geotextile fabric & drainage and conc curb	1,289,000	SF	13.25	\$17,081,410
Kids play area	15,600	SF	6.50	\$101,400
Equipment and furnishing				
Tournament central area - canopy tent, including support, Allowance		NIC		
Furnishing, benches, trash cans, etc., Allowance	1	LS	62,200.00	\$62,200

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Kids play equipment, Allowance		NIC		
Soccer goal post, fixed with concrete anchors & sleeves	16	EA	7,000.00	\$112,000
Score board		NIC		
Facilities				
Maintenance facility, pre-manufactured metal building	5,236	SF	150.00	\$785,400
Restroom				
Restroom, per Site plan legend-H, assembly	678	SF	240.00	\$162,720
Softscape				
Irrigation, plant area	41,700	SF	2.76	\$115,003
Irrigation, lawn area	50,684	SF	1.70	\$86,150
Planting area, including shrubs and mulch	41,700	SF	8.04	\$335,295
Turf - sodding	50,684	SF	1.38	\$70,049
Seeding, mechanical	552,826	SF	0.07	\$41,111
Seeding, mechanical @ future development area K	456,700	SF	0.07	\$33,963
Bioswale mix	151,910	SF	7.20	\$1,093,752
Trees				
36" Box, trees at parking	135	EA	1,252.65	\$169,108
48" box, trees along roadways, 3-1/2" Cal	294	EA	1,670.20	\$491,040
Miscellaneous				
Topsoil 4"	12,339	CY	45.00	\$555,239
Soil amending	594,526	SF	0.28	\$168,881
Maintenance of landscape 90 days	552,826	SF	0.17	\$95,842
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$29,837,822

33 UTILITIES

Storm water service, Allowance				
Connect to existing service, street connection	2	EA	14,375.00	\$28,750
Man hole	20	EA	4,511.38	\$90,228
Catch basin	100	EA	1,250.00	\$125,000
Atrium drain				
Pipe and fittings, including trench and backfill, SDR-35				
Building rain water branch	800	LF	35.70	\$28,560
Site drainage branch	11,000	LF	44.20	\$486,200
Main runs	6,200	LF	89.20	\$553,040
Storm receptor / filter	1	LS	100,000.00	\$100,000
Fire water service				
Connect to existing service, street connection	2	EA	11,500.00	\$23,000
Premium for hot tap	1	EA	6,010.00	\$6,010
Double detector check valve	2	EA	17,500.00	\$35,000
Fire hydrant	28	EA	5,790.00	\$162,120
Post indicator valve	2	EA	2,080.00	\$4,160

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Fire department connection	2	EA	3,200.00	\$6,400
Pipe and fittings, including trench and backfill, PVC, C900				
Building branch	300	LF	40.80	\$12,240
Fire hydrant branch	7,300	LF	47.30	\$345,290
Main	6,200	LF	84.10	\$521,420
Thrust block	28	EA	549.69	\$15,391
Domestic water service				
Connect to existing service, street connection	1	EA	7,475.00	\$7,475
Premium for hot tap	1	EA	2,800.00	\$2,800
Water meter, assume by Utility Company		NIC		
Hose bibbs	30	EA	225.00	\$6,750
Drinking fountain	6	EA	3,750.00	\$22,500
Pipe and fittings, including trench and backfill, PVC, C900				
Building branch	300	LF	24.50	\$7,350
Site distribution	6,750	LF	24.50	\$165,375
Main	5,200	LF	26.60	\$138,320
Thrust block	20	EA	201.52	\$4,030
Sanitary sewer service				
Connect to existing service, street connection	1	LS	7,475.00	\$7,475
Man hole	10	EA	4,511.38	\$45,114
Pipe and fittings, including trench and backfill, cast iron				
Building branch	300	LF	63.00	\$18,900
Site distribution	2,000	LF	40.60	\$81,200
Main	5,200	LF	63.00	\$327,600
Natural gas service				
Connect to existing service, street connection	1	LS	5,577.50	\$5,578
Pipe and fittings, including trench and backfill, PVC	1,000	LF	27.80	\$27,800
Electrical				
Primary power, Allowance				
Overhead line and connection	1	LS	29,700.00	\$29,700
Pad mounted sectionalizing switch & connection	1	EA	41,325.00	\$41,325
Feeders				
Duct bank, (2) 4", PVC	430	LF	105.13	\$45,206
Pull box	6	EA	3,790.00	\$22,740
Conductor				
Medium voltage conductor	2,500	LF	21.99	\$54,975
Main transformer				
Pad mounted transformer, 12.4 KV 500 KVA	1	EA	38,518.40	\$38,518
Transformer pad	1	EA	411.67	\$412
Main transformer grounding	1	EA	1,060.00	\$1,060
Secondary feeder				
Duct bank (2) 4"	1	LS	28,285.05	\$28,285
Conductor	1	LS	145,011.00	\$145,011

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Outdoor distribution systems, Allowance				
Panelboards	1	LS	33,750.00	\$33,750
Pad mounted transformer	2	EA	14,440.00	\$28,880
Lighting system, including conduit and wire, trenching				
Pull box, Allowance	10	EA	900.00	\$9,000
Lighting fixtures, include base and pole, Allowance				
Parking lights, single head	55	EA	5,063.00	\$278,465
Parking lights, double head	35	EA	6,672.00	\$233,520
Pole mounted flood lights (Athletic lighting)	40	EA	7,362.90	\$294,516
Decorative light, pole mounted	16	EA	6,400.00	\$102,400
Conduit and wire	10,950	LF	15.98	\$174,981
Vehicle Charging Station, Allowance	2	EA	7,500.00	\$15,000
Lightning protection system				
Lightning protection, include pole, base, terminal and groundings.	1	LS	27,950.00	\$27,950
Site Communication				
Technology				
Connect to existing system	1	LS	2,150.00	\$2,150
Outdoor Wi-Fi	1	LS	17,291.25	\$17,291
Duct bank, PVC, (4) 4", Allowance	350	LF	75.38	\$26,383
Cabling	450	LF	12.00	\$5,400
Fiber optic system, Allowance	1	LS	1,800.00	\$1,800
Security access control system				
Access control systems	1	LS	7,560.00	\$7,560
Security CCTV camera				
CCTV camera	1	LS	38,500.00	\$38,500
Miscellaneous, unforeseen site electrical & Telecom, Allowance	1	LS	51,143.34	\$51,143
TOTAL - 33 UTILITIES				\$5,166,997

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

BUILDING SUMMARY

ELEMENT	TOTAL COST	\$/SF AREA
03 CONCRETE	\$413,737	\$20.69
04 MASONRY	\$140,205	\$7.01
05 METALS	\$1,407,869	\$70.39
06 WOOD, PLASTICS, AND COMPOSITES	\$14,400	\$0.72
07 THERMAL AND MOISTURE PROTECTION	\$2,901,493	\$145.07
08 OPENINGS	\$232,073	\$11.60
09 FINISHES	\$673,968	\$33.70
10 SPECIALTIES	\$26,681	\$1.33
12 FURNISHINGS	\$82,640	\$4.13
21 FIRE SUPPRESSION	\$92,600	\$4.63
23 HEATING, VENTILATING, AND AIR CONDITIONING	\$840,000	\$42.00
26 ELECTRICAL	\$792,400	\$39.62
27 COMMUNICATIONS	\$145,600	\$7.28
28 ELECTRONIC SAFETY AND SECURITY	\$120,000	\$6.00
31 EARTHWORK	\$136,000	\$6.80
NET DIRECT BUILDING COST	\$8,019,666	\$400.98
DESIGN CONTINGENCY	20.00% \$1,603,933	\$80.20
SUBTOTAL	\$9,623,599	\$481.18
ESCALATION TO MIDPOINT 04/2025	16.00% \$1,539,776	\$76.99
SUBTOTAL	\$11,163,375	\$558.17
GENERAL CONDITIONS/REQUIREMENTS	10.00% \$1,116,338	\$55.82
SUBTOTAL	\$12,279,713	\$613.99
CONTRACTOR OVERHEAD AND PROFIT	8.00% \$982,377	\$49.12
SUBTOTAL	\$13,262,090	\$663.10
INSURANCE AND BONDS	3.00% \$397,863	\$19.89
TOTAL BUILDING COST	\$13,659,952	\$683.00

GROSS FLOOR AREA: 20,000 SF

MSA Town of Ocean City Sports Complex
ADD ALTERNATE - FUTURE EXPANSION H INDOOR COMPLEX
Ocean City, MD

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
03 CONCRETE				
Foundation and footing, CIP concrete, assembly	180	CY	801.50	\$144,269
Slab on grade, reinforced concrete, assembly 6" thick	20,000	SF	13.47	\$269,468
TOTAL - 03 CONCRETE				\$413,737
04 MASONRY				
8" thick, interior of exterior 10' ht	4,800	SF	29.21	\$140,205
TOTAL - 04 MASONRY				\$140,205
05 METALS				
Structural steel	210	TON	6,704.14	\$1,407,869
TOTAL - 05 METALS				\$1,407,869
06 WOOD, PLASTICS, AND COMPOSITES				
Rough carpentry	20,000	SF	0.72	\$14,400
TOTAL - 06 WOOD, PLASTICS, AND COMPOSITES				\$14,400
07 THERMAL AND MOISTURE PROTECTION				
Exterior walls				
Composite insulated aluminum panel	14,400	SF	75.23	\$1,083,367
Composite insulated aluminum panel, parapet	3,360	SF	75.23	\$252,786
Waterproofing with fiberboard protection	14,400	SF	3.78	\$54,478
Roofing				
Metal roof assembly, include insulation, painted sloped (add 10%)	22,000	SF	65.00	\$1,430,000
Flashing	814	LF	8.17	\$6,651
Downspout	120	LF	6.78	\$814
Gutter	480	LF	16.58	\$7,961
Fire protection				
Structural steel	210	TON	311.60	\$65,436
TOTAL - 07 THERMAL AND MOISTURE PROTECTION				\$2,901,493
08 OPENINGS				
Exterior doors				
Aluminum fully glazed including frame and hardware				

MSA Town of Ocean City Sports Complex
ADD ALTERNATE - FUTURE EXPANSION H INDOOR COMPLEX
Ocean City, MD

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Double Exterior windows	2	PR	15,000.85	\$30,002
Curtainwall / glazing	1,440	SF	140.33	\$202,071
TOTAL - 08 OPENINGS				\$232,073

09 FINISHES

Framing, metal stud 6"	14,400	SF	9.31	\$134,112
Sheathing, plywood	14,400	SF	1.84	\$26,547
Gypsum board Taped and finished	14,400	SF	1.97	\$28,405
Paint	14,400	SF	1.32	\$19,062
Vinyl Sheet Athletic Flooring	20,000	SF	22.00	\$440,000
Concrete, sealer Base		SF	1.54	
Rubber	820	LF	2.02	\$1,655
Paint exposed ceiling	20,000	SF	1.21	\$24,187
TOTAL - 09 FINISHES				\$673,968

10 SPECIALTIES

Miscellaneous Signage, letters, markings	20,000	SF	1.29	\$25,809
Fire extinguisher and recessed cabinet	2	EA	436.19	\$872
TOTAL - 10 SPECIALTIES				\$26,681

12 FURNISHINGS

Backstop, ceiling mounted	6	EA	10,440.07	\$62,640
Scoreboard, Allowance	1	EA	20,000.07	\$20,000
TOTAL - 12 FURNISHINGS				\$82,640

21 FIRE SUPPRESSION

Fire protection	20000	SF	4.63	\$92,600
TOTAL - 21 FIRE SUPPRESSION				\$92,600

23 HEATING, VENTILATING, AND AIR CONDITIONING

HVAC	20000	SF	42.00	\$840,000
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MSA Town of Ocean City Sports Complex
ADD ALTERNATE - FUTURE EXPANSION H INDOOR COMPLEX
Ocean City, MD

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
TOTAL - 23 HEATING, VENTILATING, AND AIR CONDITIONING				\$840,000
26 ELECTRICAL				
Electrical	20000	SF	39.62	\$792,400
TOTAL - 26 ELECTRICAL				\$792,400
27 COMMUNICATIONS				
Communications	20000	SF	7.28	\$145,600
TOTAL - 27 COMMUNICATIONS				\$145,600
28 ELECTRONIC SAFETY AND SECURITY				
Electronic safety and security	20000	SF	6.00	\$120,000
TOTAL - 28 ELECTRONIC SAFETY AND SECURITY				\$120,000
31 EARTHWORK				
Earthwork	20000	SF	6.80	\$136,000
TOTAL - 31 EARTHWORK				\$136,000

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

BUILDING SUMMARY

ELEMENT		TOTAL COST	\$/SF AREA
32 EXTERIOR IMPROVEMENTS		\$1,112,294	\$13.54
33 UTILITIES		\$46,975	\$0.57
NET DIRECT BUILDING COST		\$1,159,269	\$14.12
DESIGN CONTINGENCY	20.00%	\$231,854	\$2.82
SUBTOTAL		\$1,391,123	\$16.94
ESCALATION TO MIDPOINT 04/2025	16.00%	\$222,580	\$2.71
SUBTOTAL		\$1,613,702	\$19.65
GENERAL CONDITIONS/REQUIREMENTS	10.00%	\$161,370	\$1.96
SUBTOTAL		\$1,775,073	\$21.61
CONTRACTOR OVERHEAD AND PROFIT	8.00%	\$142,006	\$1.73
SUBTOTAL		\$1,917,079	\$23.34
INSURANCE AND BONDS	3.00%	\$57,512	\$0.70
TOTAL BUILDING COST		\$1,974,591	\$24.04

GROSS FLOOR AREA: 82,125 SF

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
32 EXTERIOR IMPROVEMENTS				
Soccer Field				
Synthetic grass surfacing including aggregate base, geotextile fabric & drainage and conc curb	82,125	SF	13.25	\$1,088,294
Soccer goal post, fixed with concrete anchors & sleeves	2	EA	7,000.00	\$14,000
Misc. marking, etc.	1	LS	10,000.00	\$10,000
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$1,112,294
33 UTILITIES				
Storm water service, Allowance	1	LS	25,000.00	\$25,000
Electrical System				
Lighting system, including conduit and wire, trenching				
Pull box, Allowance	1	EA	900.00	\$900
Lighting fixtures, include base and pole, Allowance				
Pole mounted flood lights (Athletic lighting)	4	EA	2,050.40	\$8,202
Pole and base, 35' H, with concrete base	2	EA	4,519.00	\$9,038
Conduit and wire	240	LF	15.98	\$3,835
TOTAL - 33 UTILITIES				\$46,975

BUILDING SUMMARY

ELEMENT	TOTAL COST
32 EXTERIOR IMPROVEMENTS	\$231,112
NET DIRECT BUILDING COST	\$231,112
DESIGN CONTINGENCY	20.00% <u>\$46,222</u>
SUBTOTAL	\$277,334
ESCALATION TO MIDPOINT 04/2025	16.00% <u>\$44,374</u>
SUBTOTAL	\$321,708
GENERAL CONDITIONS/REQUIREMENTS	10.00% <u>\$32,171</u>
SUBTOTAL	\$353,879
CONTRACTOR OVERHEAD AND PROFIT	8.00% <u>\$28,310</u>
SUBTOTAL	\$382,189
INSURANCE AND BONDS	3.00% <u>\$11,466</u>
TOTAL BUILDING COST	\$393,655

CONCEPTUAL DESIGN COST ESTIMATE-R3

OCMI JOB #: 191183.002 | 24 August 2022

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
32 EXTERIOR IMPROVEMENTS				
Perimeter Fence Chain link fence & gate, 3' 6" high	8,254	LF	28.00	\$231,112
TOTAL - 32 EXTERIOR IMPROVEMENTS				\$231,112

ATTACHMENT C.3

SITE MAP

To be included via addendum.

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
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 $5\% \times 60\% = 3\%$

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

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

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

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

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

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

800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

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

Overall Goal

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

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

In connection with the bid/proposal submitted in response to Solicitation No. _____, 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 _____ percent and all of the following subgoals:

- _____ percent for African American-owned MBE firms
- _____ percent for Hispanic American-owned MBE firms
- _____ percent for Asian American-owned MBE firms
- _____ percent for Women-owned MBE firms

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

OR

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

Additional MBE Documentation

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

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

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

Information Provided to MBE firms

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

PART 3 - MBE PARTICIPATION SCHEDULE

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

Prime Contractor	Project Description	Project/Contract Number

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

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

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

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

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

CONTINUE ON SEPARATE PAGE IF NEEDED

PART 4 – SIGNATURE PAGE

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

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

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

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 __

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

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 __

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

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.

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

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

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.

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

Please check if Additional Sheets are attached.

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

PAGE __ OF __

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

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.

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

Please check if Additional Sheets are attached.

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

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

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

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

ATTACHMENT E
ARCHITECT / ENGINEER QUALIFICATIONS (SF330)

ARCHITECT-ENGINEER QUALIFICATIONS

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

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

PURPOSE

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

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

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

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

INDIVIDUAL AGENCY INSTRUCTIONS

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

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

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

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

Firm: Defined in FAR 36.102.

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

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

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

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

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

Section B. Architect-Engineer Point of Contact.

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

Section C. Proposed Team.

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

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

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section G. Key Personnel Participation in Example Projects.

Section H. Additional Information.

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

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

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

Section I. Authorized Representative.

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

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

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

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

29. EXAMPLE PROJECTS KEY

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

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.

List of Disciplines (*Function Codes*)

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

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
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 & 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 & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

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

List of Experience Categories (*Profile Codes continued*)

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

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

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

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

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(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 <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
b. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
c. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
d. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
e. (1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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

29. EXAMPLE PROJECTS KEY

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

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ATTACHMENT F
STAFFING PLAN

Attachment F - Staffing Plan

Preliminary Design Services

Ocean City Phase 2 – Indoor Outdoor Sports Complex

* List name, position, and number of hours as indicated. Include all personnel listed in Attachment E. Add rows as needed.

Offeror Name: _____

Preliminary Design & Engineering Services

NAME	POSITION	FIRM	Preliminary Design & Engineering Services									
			Preliminary Design	Site Development/Planning	Infrastructure Analysis	Environmental Impact Analysis	Archaeological Impact Studies	Geotechnical Analysis/Engineering	Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)	Value Engineering	Other, including Quality Assurance and Technical Assistance (describe)	Total Minimum Hours per Position
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
Total Hours per Phase			0	0	0	0	0	0	0	0	0	0

ATTACHMENT G
SAMPLE CONTRACT

This Preliminary Design Services Agreement (this “**Agreement**”) is made as of this ___ day of _____, 20___, by and between the Maryland Stadium Authority (“**MSA**”), a body politic and instrumentality of the State of Maryland located the Warehouse at Camden Yards, 333 West Camden Street, Suite 500, Baltimore, MD 21201, and _____ (the “**Architect**”) whose address is _____.

RECITALS

WHEREAS, MSA issued a Request for Proposals (“**RFP**”) dated as ___ of for the purpose of procuring Preliminary Design Services (“**A/E Services**”) for the development of ___ (the “**Project**”), which RFP is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Architect submitted its Proposal (the “**Proposal**”) dated ___, and its Best and Final Offer (“**BAFO**”) which are attached hereto as Exhibit B and made a part hereof. The Proposal and the BAFO are herein referred to together as the “**Proposal**”; and

WHEREAS, the Architect represents that it obtained clarification of its questions with respect to the proposed scope of work (the “**Work**”) set forth in the RFP prior to submission of its Proposal; and

WHEREAS, the Architect represents that is has the knowledge and experience necessary to perform the Preliminary Design Services set forth in this Agreement; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, MSA and the Architect hereby agree as follows:

ARTICLE 1 GENERAL PROVISIONS

Section 1.0 Relationship

Architect recognizes and accepts that MSA is entering into this Agreement in reliance on Architect’s expertise, skills and abilities with respect to performing its obligations hereunder. Architect accepts the relationship of trust and confidence established between it and MSA and shall furnish its best skill and judgment and cooperate with MSA and its contractors and consultants in furthering the interests of MSA. Architect shall furnish efficient business administration and management of its services in an expeditious and economical manner consistent with the interests of MSA. Architect shall be an agent of MSA to the extent and only to the extent required to properly perform the services requested of it by MSA under this Agreement; and

Architect shall not represent or hold itself out to have any authority to act on behalf of or bind MSA other than as specifically provided herein.

Section 1.02 Compliance with laws

The Architect hereby represents and warrants that:

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

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

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

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

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

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

Section 1.03 Quality of Work and Standard of Care

1.03.1 All services to be performed by the Architect in respect of this Agreement shall be provided in a manner consistent with the degree of care and skill usually exercised by architects experienced in projects of similar scope and in accordance with standards of care and skill expected of architects experienced in the design of projects similar to the Project and under the direction of architects and engineers licensed and duly qualified in the jurisdiction in which the Project is located.

Section 1.04 Order of Document Precedence

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

- a. This Agreement, including all Exhibits and any amendments thereto,
- b. The Contract Affidavit;
- c. The RFP and subsequent addenda;
- d. The Architect's Proposal.

Section 1.05 Entire Agreement

This Agreement (including all Exhibits) represents the entire and integrated agreement between MSA and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 1.06 References to Articles and Sections

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

ARTICLE 2 PRELIMINARY DESIGN SERVICES

Section 2.01 Basic Preliminary Design Services

The Basic Preliminary Design Services required from the Architect are set forth in the RFP. The Architect shall provide these services in accordance with the terms and conditions of this Agreement and any Exhibits attached hereto or amendments issued hereunder. MSA shall have the unilateral right to require changes in the scope of services in this Agreement, provided such changes are within the general scope of the work to be performed. In addition, the Architect shall perform and be bound by any and all obligations set forth in the RFP and the Proposal.

2.01.1 Project. The Architect is not authorized to make any changes to the Project without written consent from MSA.

2.01.2 Design Criteria. In addition to the scope of services set forth in the RFP, design criteria shall ensure that the Preliminary Design Services, to the maximum extent possible include consideration of the following:

- (a) design and construction to achieve efficient utilization of space, and sustainable design goals, enhance the health and wellness of building users, and reduce consumption of non-renewable resources.;
- (b) economical construction, operation, and maintenance;
- (c) sound structures of conventional shapes that are attractive and functional, with special attention to the economics of the interrelationship of architectural, structural, mechanical and electrical systems;
- (d) efficient site utilization;
- (e) consideration for adjacent structures;
- (f) logical and safe pedestrian and vehicular circulation patterns;
- (g) clear identification of the main entrance;
- (h) efficient and well organized floor plans;
- (i) flexibility for future use

- (l) prevention of the unnecessary removal of vegetation during the land development process; and
- (m) promoting energy conservation through the cooling and wind buffering effects of trees.

NOTE: The Architect shall investigate the availability of energy incentive/rebate programs offered by the local utility company. Appropriate features will be incorporated into the lighting design to accrue the maximum benefit of such programs for the State. NOTE: The Architect will comply with the National Energy Policy Act (DOE) prohibiting the manufacture of certain light sources.

Section 2.02 Additional Services

Additional Services requested of, or by Architect shall be provided with MSA's and Architect's mutual written agreement executed by both parties. Unless otherwise specified, the Architect's compensation for additional services shall be paid for in accordance with Article 3 and based upon actual time spent at the hourly rate(s) agreed to in advance in writing by MSA.

Section 2.03 Merger of Agreements

2.03.1 Architect Agreement. MSA in MSA's sole discretion may offer the Architect the opportunity to enter into an Architect Agreement for Architectural/Engineering Services Agreement (the "**Architect Agreement**") with MSA following the conclusion of the Preliminary Design Services set forth in this Agreement. If Architect and MSA execute an Architect Agreement, Architect shall be bound by all of the terms and conditions set forth in this Agreement as if those terms and conditions are restated in their entirety in the Architect Agreement. Architect's actual knowledge of the Project, the required scope of work, and the facts and circumstances learned during preliminary design will be an important consideration in MSA's selection of the Architect for the Architect Agreement.

2.03.2 A *sample* of the Architect Agreement is attached as Exhibit C. The sample agreement may not contain all of the same provisions as the final Architect Agreement for the Project.

Section 2.04 MSA'S Responsibilities

MSA shall provide the Architect with any additional information it has or may obtain regarding requirements for the Project and which are relevant to the Preliminary Design work.

ARTICLE 3 COMPENSATION AND PAYMENT PROVISIONS

Section 3.01 Architect's Compensation

Architect's total fees for A/E Services shall not exceed \$ ____, as set forth on the BAFO ("**Architect Compensation**").

Section 3.02 State Payment Provisions

(a) In addition to any other information required by the Procurement Officer, the Architect's invoices shall include a tax payer identification number and contract identification number.

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

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

Section 3.03 Reimbursable Expenses

3.03.1 The Architect shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Architect (its employees or consultants) in the performance of this Agreement, subject to the terms and conditions set forth in the RFP, this Agreement, and the approval of MSA, and shall include but not be limited to:

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

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

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

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

3.03.6 The Architect's projected itemized schedule of reimbursable expenses is attached hereto as Exhibit D.

Section 3.04 Non-Reimbursable Expenses

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

3.04.2 All photocopying charges shall be at cost.

**ARTICLE 4
INTELLECTUAL PROPERTY**

Architect agrees to indemnify and save harmless MSA, its officers, agents and employees with respect to any claim, action, costs, or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.

**ARTICLE 5
OWNERSHIP OF DOCUMENTS AND MATERIALS**

Architect agrees that all documents and materials including, but not limited to, reports, drawings, schedules, plans, maps, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the Agreement shall at any time during the performance of the services be made available to MSA upon request by MSA and shall become and remain the exclusive property of MSA upon termination or completion of the services. MSA shall have the right to use same without restriction or limitation and without compensation to the Architect other than that provided by this Agreement. MSA shall be the owner for purposes of copyright, patent or trademark registration.

**ARTICLE 6
INDEMNIFICATION
AND
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

Section 6.01 Indemnification

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

(b) Architect shall not be responsible for the acts or omissions of MSA, or any Architect, subcontractor, subsubcontractor, or Consultant used by MSA with respect to the Project.

(c) Neither Architect nor MSA shall be liable to the other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, and epidemic, atmospheric condition of unusual severity, war, and strikes. However, in the event of any such delays, the period by which the Architect has to provide the services under this Agreement shall be extended by a period of time corresponding with the period of which the work was delayed and Architect shall be entitled to an equitable adjustment in its Compensation.

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

Section 6.02 Responsibility for Claims and Liability

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

ARTICLE 7 RETENTION OF RECORDS

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

ARTICLE 8 CONFIDENTIAL INFORMATION

Section 8.01 Confidential Information

In order for Architect to fulfill this Agreement effectively, it may be necessary or desirable for MSA to disclose to Architect information which MSA deems confidential or proprietary or information categorized as trade secrets (collectively "**Confidential Information**") and that pertain to MSA's past, present or future activities. Any information which MSA designates as Confidential, Architect shall take all necessary steps to maintain in a secure and confidential manner, and to limit access to only those persons under Architect's direct supervision who are required to access the information in order to accomplish the Work under this Agreement. Architect further agrees that it will not disclose any such Confidential Information without the prior written consent of MSA.

Upon termination of this Agreement, Architect shall upon written request from MSA return to MSA all documents and records provided by MSA, and any information or materials derived therefrom, which are in Architect's possession or control. However, Architect shall be allowed to make copies of such documents, records, information and material.

ARTICLE 9 INSURANCE REQUIREMENTS

Section 9.01 Insurance

(a) Architect shall maintain Workmen's Compensation Insurance, as required by law, by coverage with an insurance company acceptable to MSA for damages which may arise from operations under this Agreement.

(b) Architect shall insure itself, name the State, MSA (and others directed by MSA) as an additional insured, and shall hold MSA harmless from any claim for bodily injury, liability and property damage liability arising from Architect's work.

(c) The limits for bodily injury liability shall not be less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The minimum limit for property damage liability shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(d) Architect shall provide, at its own expense, during the term of the Agreement, automobile liability insurance covering all owned and non-owned and hired vehicles used in connection with the work under this Agreement, with the following limits: personal injury including death: \$500,000 per person, \$1,000,000 per accident; and property damage \$50,000 per accident. Said insurance shall provide coverage of both on-site and off-site work under this Agreement.

(e) Certificates of Architect's insurance shall be provided to MSA and shall be subject to MSA's approval. No work shall be started until appropriate certificates have been provided to and approved by MSA.

9.01.1 The insurance requirements under the Architect Agreement, if applicable, may be different than those required under this Agreement.

ARTICLE 10 STATE TERMS

Section 10.01 General State Terms

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

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

10.01.3 Assignment. This Agreement may not be assigned by either Party, in whole or in part without the written consent of the other; provided however, that MSA may assign any or all of its rights under this Agreement to the State of Maryland, or any agency or department thereof. The

Architect shall notify the MSA immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Architect

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

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

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

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

Section 10.02 Non-Discrimination Provisions

10.02.1 Nondiscrimination in Employment. Architect agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

Section 10.03 Disclosures and Ethics

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

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

10.03.3. Generally, this applies to every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file

with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

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

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

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

Section 10.04 Drug and Alcohol Free Workplace

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

Section 10.05 Tax Exemption

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

Section 10.06 Governmental Immunities

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

Section 10.07 Tort Claims Acts

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

Section 10.08 Independent Architect Status

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

Section 10.09 No Arbitration

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

Section 10.10 Approvals

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

Section 10.11 No Third Party Beneficiaries

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

Section 10.12 Time of the Essence

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

Section 10.13 Counterparts

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

Section 10.14 Termination

TERMINATION. At any time during the effectiveness of the Agreement, MSA shall have the right, with or without cause, upon ten (10) days written notice to Architect, to terminate this Agreement in whole or in part. In the event of a termination, Architect shall deliver to MSA all materials within Architect's custody or control pertaining to the Project, and MSA shall pay to Architect all amounts due and earned to the time of the termination, in accordance with the provisions of this Agreement. Except as specially set forth above, such termination shall not give rise to any cause of action or claim against MSA for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provisions of this Agreement, if in the judgment of MSA, such termination is made necessary or desirable because of Architect's failure

to fulfill its obligations under this Agreement or any other fault of Architect, MSA may withhold payment of all or any part of any monies which otherwise may be payable to Architect under this Agreement. Such monies may be applied toward any damages or expenses sustained by MSA as a result of such failure including, without limitation, any excess costs incurred by MSA in completing the Project. Notwithstanding the foregoing, Architect shall remain liable to MSA for all such damages and expenses without limitation to any such monies withheld by MSA. The failure of MSA to withhold monies from Architect shall not be construed as an acknowledgment by MSA that no such damages or expenses exist and shall not prevent MSA from thereafter making any claim against Architect therefore.

Section 10.15 Taxes; Withholding

MSA shall not withhold federal, State, and local taxes and FICA taxes, if any, from payments made pursuant to this Agreement.

Section 10.16 Dispute Resolution

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

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

10.16.2 A claim shall be made in writing and submitted to the Project Executive identified in Section 10.18 for decision within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

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

10.16.4 The Architect shall be afforded an opportunity to be heard and to offer evidence in support of his claim.

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

10.16.6 The Project Executive's decision shall be final and conclusive without prejudice to the rights of the Architect to institute suit after completion of the Work in a court of competent

jurisdiction for losses incurred by Architect as a result of the Project Executive's decision. Architect hereby waives any rights that he may have at any time to institute suit or file other claims or causes of action, at law or in equity, prior to completing all of the Work under the Contract Documents. The applicable statute of limitations shall be extended until six (6) months following completion of the Work.

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

Section 10.17 Contract Affidavit

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

Section 10.18 Contract Representatives

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

MSA Project Manager:

MSA Project Executive:

Architect Project Manager:

Section 10.19 Notices

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

If to MSA:

Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, MD 21201-2435
Attention: Al Tyler, Vice President

With copy to:

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

If to the Architect:

Company Name:

City, State, Zip:

Attn:

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

Signatures on following page

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

ATTEST:

MARYLAND STADIUM AUTHORITY

By: _____

By: _____

Michael J. Frenz, Executive Director

Approved for legal form and sufficiency on
behalf of the Maryland Stadium Authority

Amy K. Mataban
Assistant Attorney General

ATTEST:

ARCHITECT

By: _____

By: _____ (SEAL)

Authorized Officer

Exhibit A

Exhibit B

Exhibit C

CONTRACT AFFIDAVIT

1.0 AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____

and the duly authorized representative of _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

2.0 CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

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

3.0 AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

4.0 CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

5.0 DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

.1 Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

.2 By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under this contract, the business shall:

- .1 Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- .2 Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- .3 Prohibit its employees from working under the influence of drugs or alcohol;
- .4 Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- .5 Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- .6 Establish drug and alcohol abuse awareness programs to inform its employees about:
 - .1 The dangers of drug and alcohol abuse in the workplace;
 - .2 The business policy of maintaining a drug and alcohol free workplace;
 - .3 Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - .4 The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - .5 Provide all employees engaged in the performance of the contract with a copy of the statement required by §5.2.2, above;
 - .6 Notify its employees in the statement required by §5.2.2, above, that as a condition of continued employment on the contract, the employee shall:
 - .1 Abide by the terms of the statement;
 - .2 Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- .7 Notify the procurement officer within ten (10) days after receiving notice under §5.2.8.2, above, or otherwise receiving actual notice of a conviction;
- .8 Within thirty (30) days after receiving notice under §5.2.8.2, above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions

or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- .1 Take appropriate personnel action against an employee, up to and including termination; or
 - .2 Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - .9 Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §5.2.1-.10, above.
- .3 If the business is an individual, the individual shall certify and agree as set forth in §5.4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- .4 I acknowledge and agree that:
- .1 The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - .2 The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - .3 The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

ATTACHMENT H
PRICING FORM

FINANCIAL PROPOSAL FORM

DESCRIPTION OF ITEM & AMOUNT (In Written Words)

AMOUNT

1.0 Preliminary Design (Scope of Work Item 3.4) at:	\$	-
Phase Specific A/E Reimbursable Allowance	\$	-
Sub-total:	\$	-
Owner Allowance (equal to 15% of sub-total)	\$	-
Total:	\$	-
2.0 Project Design (Scope of Work Item 3.5.a through 3.5.d)		
PERCENTAGE RANGE IF COST OF WORK IS:		
Up to \$100 million	_____	%
\$100 million to \$125 million	_____	%
\$125 million to \$150 million	_____	%
\$150 million to \$175 million	_____	%
\$175 million and above	_____	%
3.0 Construction Administration (Scope of Work Item 3.5.e)		
PERCENTAGE RANGE IF COST OF WORK IS:		
Up to \$100 million	_____	%
\$100 million to \$125 million	_____	%
\$125 million to \$150 million	_____	%
\$150 million to \$175 million	_____	%
\$175 million and above	_____	%

Financial proposals evaluated on the amount included in Item #1 (Preliminary Design) and an analysis of the percentages included in Item #2 (Project Design) and Item #3 (Construction Administration)

Submitted By:

(Company)

(Typed Name & Title)

(Signature)

(Date)

**Request for Financial Proposal
Preliminary Design Services
Ocean City Phase 2 – Indoor Outdoor Sports Complex**

WORK TASK DURATION

START		COMPLETE	NUMBER OF MONTHS
Notice To Proceed	to	Preliminary Design	
Preliminary Design	to	Schematic Design	
Schematic Design	to	Design Development	
Design Development	to	Construction Documents (50%)	
Construction Documents (50%)	to	Construction Documents (70%)	
Construction Documents (70%)	to	Construction Documents (95%)	
Construction Documents (95%)	to	Construction Documents (100%)	

ATTACHMENT I
CONTRACT AFFIDAVIT

Attachment I. Contract Affidavit

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID Number: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$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.

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

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

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

Volume	Annual Sales	Completed Projects	Largest Project
2020	_____	_____	_____
2021	_____	_____	_____
2022	_____	_____	_____
2023	_____	_____	_____

Firm References

Provide three (3) references. Note that references are to be from different projects; that is, only one reference per project is allowed. MSA staff members cannot be considered as a firm's reference.

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Project Name: _____

Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____

Project Name: _____

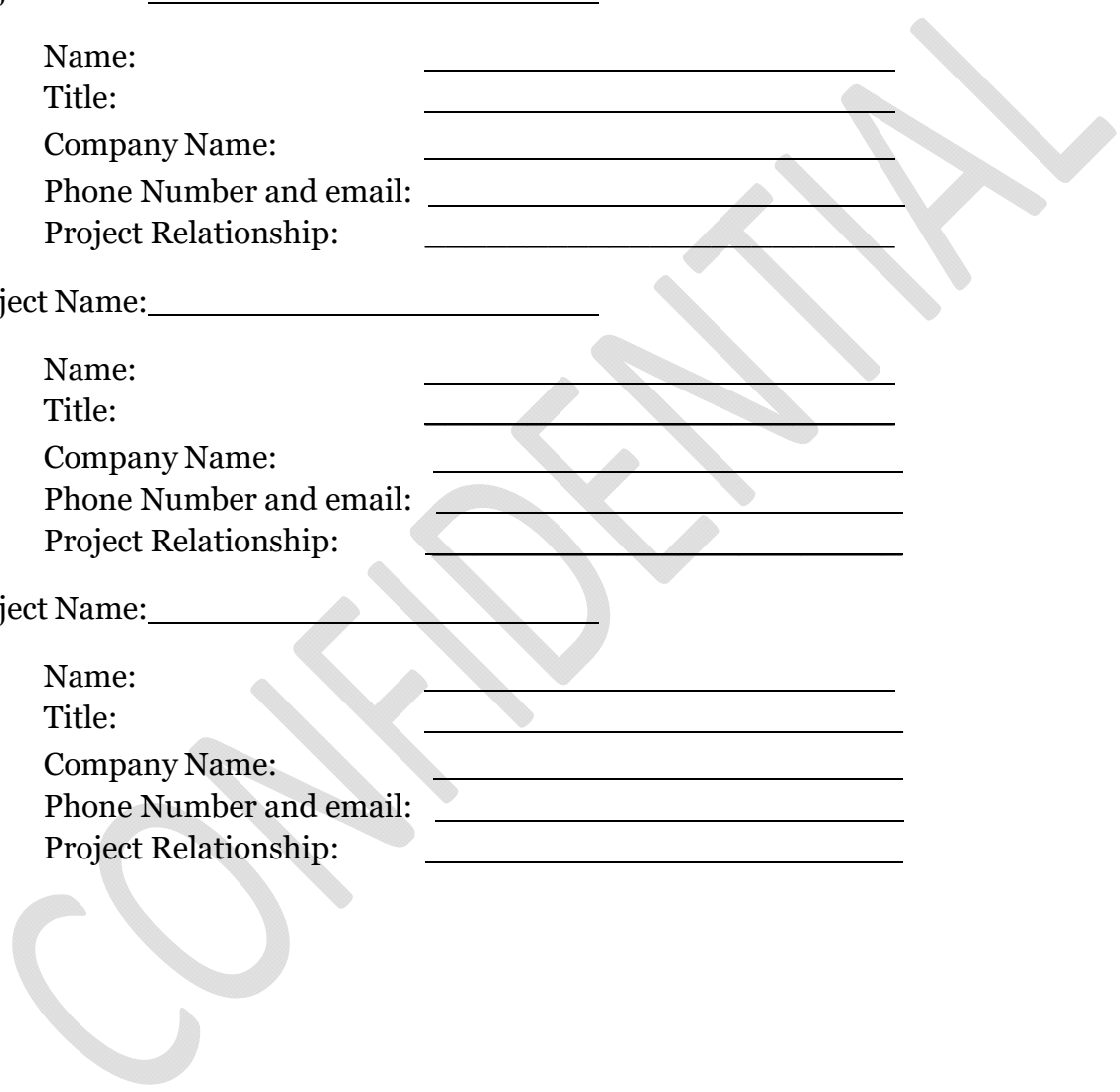
Name: _____

Title: _____

Company Name: _____

Phone Number and email: _____

Project Relationship: _____



Disclosure of Contract Issues; Litigation; Criminal Investigations

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

Failure to Complete

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

Insurance

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

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

CONFIDENTIAL

ATTACHMENT K
CAPACITY SUMMARY SHEET

CAPACITY SUMMARY SHEET FOR KEY MANAGEMENT AND PERSONNEL

Name/Position Description (must be consistent with 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.
					Total		0	
					Total		0	
					Total		0	

v2/21

ATTACHMENT L
RESERVED

ATTACHMENT M
MBE RESEARCH FACTORS

To be included via addendum.

ATTACHMENT N
SAMPLE ARCHITECT DESIGN CONTRACT

To be included via addendum.

ATTACHMENT O
SAMPLE CONSTRUCTION MANAGER AGREEMENT

To be included via addendum.

ATTACHMENT P

PRIME CONTRACTOR'S LIST OF ALL SUBCONTRACTORS

Attachment P - Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract

socioeconomic program status or certifications. Provide a State of Maryland certification number for firms that do hold MBE, VSBE, and/or SBR certifications, regardless of whether they are fulfilling

Attachment P is required to be submitted with the bidder/offeror's bid/proposal whenever there is a MBE and/or VSBE participation goal(s) included in the solicitation.

Attachment P will be used during the life of the contract to track Subcontractors working for the Prime with a final report of all subcontractors and payments made to the subs regardless of their socioeco

Instructions on How to Complete Attachment

1. There are two spreadsheets/tabs in Attachment P - "Anticipated Subcontractors" and "Actual Subcontractors".
 2. The first tab - "Anticipated Subcontractors" is to be completed and submitted with the bid/proposal.
 3. The following information must be filled out at the top of the first spreadsheet prior to submitting the attachment with the bid/proposal:
 - A. Bidder/Offeror Name: (Bidder/Offeror's Company Name responding to the solicitation)
 - B. Agency and Program Name: (State Agency/Program that published the solicitation named on both the cover page and the Key Information Summary Sheet)
 - C. Solicitation Name / Number: (Solicitation Name and Number found on the cover page of the solicitation and the Key Information Summary Sheet)
 - D. Overall MBE % Goal for Contract: (The total MBE participation goal for the contract identified on the Key Information Summary Sheet)
 - E. Overall VSBE % Goal for the Contract: (The total VSBE participation goal for the contract identified on the Key Information Summary Sheet)
 - F. Contract Duration: (Contract duration identified in the Key Information Summary Sheet)
 - G. Bidder/Offeror Signature: (The Bidder/Offeror's representative with the power to sign a State of Maryland contract and affirm the statement below:)
 "By my signature above, I affirm that the list below contains all currently known anticipated subcontractors that will be used to fulfill the contact requirements."
 4. The following information must be filled out in the body of the first spreadsheet for all known subcontractors prior to submitting the attachment with the bid/proposal:
 - A. Subcontractor Name (The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)
 - B. MBE/VSBE/SBR - State of Maryland Certification # or NA (If the Subcontractor is a MBE, VSBE, or SBR list their Maryland certification number found on their eMMA profile or MDOT MBE
 - C. Brief Description of Work to be Performed (For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) *
 - D. Individual MBE/VSBE % Goal or NA (If you are utilizing more than one MBE or VSBE to meet the overall goals identified at the top of the spreadsheet, enter the percentage that this
- * NOTE: Any MBE or VSBE named and listed on this spreadsheet must also be listed on the MBE Forms - Attachment D or VSBE Forms - Attachment E required to be submitted with the**
- actually utilized during the life of the contract. For example, if you modified the contract to add or change a MBE or VSBE from the original named MBE(s) or VSBE(s), or added any subcontractors,
5. The second tab - "Actual Subcontractors" is to be completed and submitted as required by the procurement officer and/or contract monitor/project manager during the contract performance period
 6. The following information must be filled out at the top of the second spreadsheet prior to submitting the attachment when requested and at contract close out:
 - A. Prime Contractor Name: (Bidder/Offeror Awarded the Contract that performed as the Prime Contractor)
 - B. Agency and Program Name: (Copied from the first spreadsheet)
 - C. Contract Name / Number: (Copied from the first spreadsheet)
 - D. Overall MBE % Goal for Contract: (Copied from the first spreadsheet)
 - E. Overall VSBE % Goal for the Contract: (Copied from the first spreadsheet)
 - F. Contract Term (Start Date - End Date): (The actual start and end dates of the Contract)
 - G. Total Amount Invoiced to/Paid by the State to the Prime Contractor: (Total amount paid to the Prime Contractor by the State)
 - H. Prime Contractor Signature: (The Contractor's representative with the power to sign a State of Maryland contract and affirm the statement below:)
 "By my signature above, I affirm that the list below contains all subcontractors that were used to fulfill the contact requirements and the total amount paid to each subcontractor to close out the
 7. The following information must be filled out in the body of the second spreadsheet for all subcontractors that worked on the contract during the time period requested and at contract close out:
 - A. Subcontractor Name (The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)
 - B. MBE/VSBE/SBR - State of Maryland Certification # or NA (If the Subcontractor is a MBE, VSBE, or SBR list their Maryland certification number found on their eMMA profile or MDOT MBE
 - C. Brief Description of Work to be Performed (For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) *
 - D. Individual MBE/VSBE % Goal or NA (If you are utilizing more than one MBE or VSBE to meet the overall goals identified at the top of the spreadsheet, enter the percentage that this
 - E. Total \$\$ Paid to Subcontractor (Total amount invoiced by the Subcontractor and paid by the Prime to the Subcontractor during the life of the contract with the State of Maryland) **

** NOTE: Any MBE or VSBE named and listed on this spreadsheet must also be listed on the MBE Forms - Attachment D or VSBE Forms - Attachment E submitted with the bid/proposal												
8. These spreadsheets are not protected, so you may modify the forms to enter the information required and add rows as needed for additional subcontractors.												

ATTACHMENT Q
RESERVED

ATTACHMENT R
CORPORATE DIVERSITY AFFIDAVITS

CORPORATE DIVERSITY ADDENDUM

Effective August 18, 2022

Instructions: Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation (“COMAR”) 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein, may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation (“SDAT”), and meets the following definition:

(1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

Yes – Proceed to Question 2

No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

Sole Proprietor

Limited liability company (LLC) owned by a single member

Privately held company if at least 75% of the company’s shareholders are family members

Entity that (1) has an annual operating budget or annual sales less than \$5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

Did you check at least one box?

Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

No – Proceed to the Corporate Diversity Addendum on Page 3.

“State benefit” means (1) a State capital grant funding totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of \$1.0 million or more. “State contract” means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

AFFIDAVIT (I)

UNDER PENALTIES OF PERJURY, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature: _____

Date: _____

CORPORATE DIVERSITY ADDENDUM

Instructions: If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities which are represented on this entity's board or in executive leadership. Select all that apply.

- Alaska Native
- Asian-Pacific Islander
- Black or African-American
- Hispanic or Latino
- Native American
- Native Hawaiian
- One or more of the racial or ethnic groups listed above
- None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. *Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive.* Select all that apply.

1. Entity maintains written workforce diversity, equity, and inclusion (“DEI”) policies.
2. Entity offers DEI training to its workforce.
3. Entity assigns a senior-level employee as responsible for oversight and direction of the entity's DEI efforts.
4. Entity reports performance of its workforce DEI programs on its website.
5. Entity includes DEI objectives in performance plans of its managers.
6. Entity publishes information on its website about its DEI commitments and efforts.
7. Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8. Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9. Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises (“MBEs”).
10. Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11. Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12. Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

AFFIDAVIT (II)

UNDER PENALTIES OF PERJURY, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature _____ Date _____

Penalties for Submitting False Information. If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for default. See COMAR 24.01.07.