



Maryland Stadium Authority
Request for Proposals
Architectural/Engineering Services
Historic St. Mary's City Fort to 400 Boutique Hotel and Conference
Center – Preliminary Design Services

Issue Date: January 24, 2025

NOTICE

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

Minority Business Enterprises are encouraged to respond to this Request for Proposals.

KEY INFORMATION SUMMARY SHEET

MARYLAND STADIUM AUTHORITY

**Request for Proposals
Architectural/Engineering Services
Historic St. Mary's City Fort to 400 Boutique Hotel and Conference
Center – Preliminary Design Services**

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| RFP Issue Date: | January 24, 2024 |
| Procurement Officer: | Paige Stinnett Maryland Stadium Authority 351 West Camden Street, Suite 300 Baltimore, Maryland 21201 Phone: 443-286-1630 E-mail: pstinnett@mdstad.com |
| Procurement Method: | Competitive Sealed Proposals |
| MBE Participation Goal: | 10% overall |
| Pre-Proposal Conference: | February 12, 2025 at 10:00 a.m. (Local Time) Web Conference. Refer to section 1.6 of the RFP. |
| Site Visit: | February 18, 2025 at 11:00 a.m. (Local Time). Refer to section 1.6 of the RFP. |
| Closing Date and Time Technical and Financial Proposals: | March 12, 2025 at 1:00 p.m. (Local Time) |

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SECTION 1

GENERAL INFORMATION

1.1 Summary Statement

MSA is issuing this solicitation to select a highly qualified Architect/Engineer design (“A/E”) firm to provide Preliminary Design services for a proposed new boutique hotel and conference center to support the Fort to 400 initiative in Historic St. Mary’s City, MD, and as described in Section 3 of this Request for Proposal (the “RFP”). During this preliminary design phase of the Project, the A/E will work closely with MSA and other Project Team members to analyze the overall viability of the Project.

The following resource(s) are included as an attachment(s), in **Attachment C - Project Information**, to the RFP to aid in the Offeror’s understanding of the scope of work and site conditions, and for the use, reference, and consideration by the A/E design firm while executing the Scope of Work provided in Section 3.3:

- (1) Crossroads Consulting LLC Phase 1 Market Assessment of Future Development Opportunities in Historic St. Mary’s City
- (2) Crossroads Consulting LLC Phase 2 Economic Impact Analysis of the St. Mary’s Fort in a Stabilized Year of Operations
- (3) Site Map

1.2 Abbreviations and Definitions

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

- a. A/E - The Architect/Engineer design firm Offeror selected pursuant to the requirements and procedures contained in the RFP.
- b. Client – Historic St. Mary’s City (the “HSMC”).
- c. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us).
- d. Construction Manager (“CM”) – A third party engaged by the MSA to provide pre-construction and construction management services.
- e. Contract - The formal, written agreement entered into between MSA and the selected Offeror responding to the RFP. The Contract will include all general MSA terms and conditions and will incorporate the entire RFP, including any amendments or addenda and all or indicated portions of the selected Offeror’s proposal. A sample contract is attached to this solicitation as **Attachment G**.
- f. Contract Administrator (“CA”) – The MSA representative for this Contract that is primarily responsible for contract administration functions, such as but not limited to, issuing written direction, compliance with terms and conditions,

- monitoring this Contract to ensure compliance with terms and conditions, monitoring this Contract to ensure compliance with the terms and conditions of the Contract and to assist the consultant in achieving on/budget on/ time target (e.g., within scope) completion of the Contract requirements. MSA may change the CA at any time by written notice to the A/E.
- g. eMMA - eMaryland Marketplace Advantage (<https://emma.maryland.gov/>).
 - h. Key Personnel - All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract, per the requirements of this RFP.
 - i. Local Time - Time in the Eastern Time Zone as observed by the State.
 - j. MBE - Minority Business Enterprise certified by the Maryland Department of Transportation (“MDOT”).
 - k. MSA - Maryland Stadium Authority (www.mdstad.com).
 - l. MSA Business Hours - 8:30 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
 - m. MSA Procurement Policies - MSA procurement policies and procedures (available at www.mdstad.com).
 - n. Notice to Proceed (“NTP”) – A formal notification issued by the Procurement Officer that directs the successful Offeror to perform work and establishes the date on which the work is to commence on the Project.
 - o. Offeror - An individual or entity, regardless of legal status or organization, that submits a Proposal in response to this RFP. The Offeror is the individual or entity that will be executing the Contract with MSA.
 - p. Procurement Officer (“PO”) - The MSA representative responsible for this RFP. MSA may change the Procurement Officer at any time and will provide written notice to the Offerors of any such change.
 - q. Project –Historic St. Mary’s City Boutique Hotel and Conference Center.
 - r. Project Manager (“PM”) – The MSA representative primarily responsible for monitoring the daily activities associated with, and providing technical guidance for, the Project. The Project Manager is the point of contact, post-award, who will assign work and to whom invoices will be submitted. MSA may change the PM at any time by written notice to the A/E.
 - s. Project Team – Consists of the A/E, MSA, the Client, and any other consultant or government agency MSA may engage.

- t. Proposal - The submission(s) provided by an Offeror in response to this RFP. “Proposal” includes any technical clarifications, financial or Best and Final Offers requested by the Procurement Officer.
- u. Proposal Closing Date and Time– as identified in Section 1.10 of the RFP or as amended via addendum.
- v. Request for Proposals (“RFP”) - This document announcing the Project and soliciting proposals for the execution of the Project.
- w. Selection Committee - The persons responsible for selecting the successful Offeror.
- x. State – The State of Maryland.

1.3 Contract Type

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

1.4 Contract Duration

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

1.5 Procurement Officer

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

Paige Stinnett
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201
Telephone: 443-286-1630
Email: pstinnett@mdstad.com

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

1.6 Pre-Proposal Conference and Site Visit

A virtual pre-proposal conference (“Conference”) will be held on **February 12, 2025 at 10:00 a.m, Local Time**. Please click on the link below to for details regarding the Conference and to RSVP to the event.

https://us02web.zoom.us/meeting/register/FhTBoYynSSa8N4g_cTyJWA#/registration

A site visit will will be held on **February 18, 2025 at 11:00 a.m, Local Time**. *MSA will issue an addendum to this RFP to provide details regarding the site visit, including a link to register.*

1.7 Contract and Project Manager

The Contract and Project Manager is:

Malaika Damon
Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, Maryland 21201

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

1.8 e-Maryland Marketplace Advantage (eMMA)

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

1.9 Questions

All questions regarding this RFP shall be submitted electronically, in Word or PDF format, via the following upload link no later than **February 19, 2025 at 1:00 p.m, Local Time**:

<https://mdstad.sharefile.com/r-rff0482a0f0024875a3602c5b54c74b19>

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

be provided via addendum.

1.10 Proposal - Closing Date and Time

To be considered, both technical and financial Proposals must be uploaded to the following links no later than **March 12, 2025 at 1:00 p.m, Local Time:**

Link to upload technical Proposals:

<https://mdstad.sharefile.com/r-r15d7d5983a5e42da86c3a0662c6f7bdf>

Link to upload password protected financial Proposals:

<https://mdstad.sharefile.com/r-r5910572396d9450c9347f93796176642>

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

1.11 Oral Presentations

Short-listed Offerors will be required to attend oral presentations. MSA will make a determination in the near future whether to hold in person or virtual oral presentations. Significant representations made by an Offeror during their oral presentation must be confirmed in writing. All such representations will become part of the Offeror's Proposal and are binding if a contract is awarded as a result of this RFP. Oral Presentations are to be held April 2 and 3, 2025. In your technical Proposal, please state your availability for the dates provided. Typically, oral presentations will follow a specified format and generally be limited to 60 minutes [45 minutes for the presentation and 15 minutes for questions]. The Procurement Officer will notify the short-listed Offerors with details and instructions prior to the presentation. The presentation must consist of, but not be limited to, a discussion of the Offeror's specific approach to the Project and understanding of the scope of work.

1.12 Duration of Offer

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

1.13 Affidavits

a. 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.

b. Conflict of Interest Affidavit and Disclosure

A completed Conflict of Interest Affidavit must be included in the Offeror's Proposal. 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 21.05.08.08. A copy of this Affidavit is included as **Attachment B** of this RFP.

c. Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes only as **Attachment I** of this RFP. This affidavit must be provided within five business days after notification of proposed contract award. For purposes of completing Section B of the affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

1.14 Reserved

1.15 Procurement Method

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

1.16 Arrearages

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

1.17 Revisions to the RFP

- a. If it becomes necessary to revise this RFP before the closing date for proposals, an addendum/addenda will be posted on eMMA, Gov Delivery, Bonfire and MSA's website. Addenda issued after the closing date for proposals will be sent only to those Offerors who submitted a responsive and timely proposal, or, if applicable, Offerors that were short-listed to participate in the next phase of the procurement process.

- b. Acknowledgment of the receipt of all addenda to this RFP issued before the proposal Closing Date must be indicated in the Offeror's Technical Proposal.
- c. Acknowledgement of receipt of addenda to the RFP issued after the proposal closing date shall be in the manner specified in the addendum notice.
- d. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with all terms of any such document.

1.18 Cancellations; Discussions

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

1.19 False Statement

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

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

1.20 Minority Business Enterprise

Minority Business Enterprises are encouraged to respond to this solicitation. The Offeror shall submit a completed D-1A form with its technical Proposal. Please

refer to the Key Information Summary Sheet of this RFP.

- a. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any.
- b. Notwithstanding any subgoals established for this RFP, the A/E is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- c. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.
- d. An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in **Attachment D-1B**, Waiver Guidance. **Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its technical Proposal to the RFP will result in the State's rejection of the Offeror's Proposal.** This failure is not curable.
- e. Attachments:
 1. Minority Business Enterprise instructions, and forms are provided in **Attachment D** to assist Offerors.
 2. The Offeror shall include with its technical Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
 - a.) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - b.) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

- c.) An Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.
 - d.) If the Offeror fails to submit a completed Attachment D-1A with the technical Proposal, as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.
3. Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified by the Maryland Department of Transportation and has the correct NAICS codes allowing it to perform the committed work.
4. Within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:
- a.) Outreach Efforts Compliance Statement (**Attachment D-2**);
 - b.) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**);
 - c.) A copy of each subcontract agreement, between the apparent awardee and any proposed MBE subcontractor, that the parties intend to enter into contingent upon the MSA's award of the prime contract. The subcontract 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 subgoals.
 - e.) Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11. **If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award.** If the contract has already been awarded, the award is voidable.

- f. A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- g. An Offeror that requests a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) business days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- h. All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Sample Contract – **Attachment G**).
- i. The Offeror is advised that liquidated damages will apply in the event the A/E fails to comply in good faith with the requirements of the MBE program and pertinent Contract.
- j. As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

1.21 Incurred Expenses; Economy of Preparation

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

1.22 Protests/Disputes

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

1.23 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide written justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the technical Proposal and if applicable, separately in the financial Proposal. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed.

1.24 Offeror Responsibilities

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

1.25 Patents, Copyrights, and Intellectual Property

- a. If the A/E furnishes any design, device, material, process or other item that is covered by a patent or copyright or that is proprietary to or a trade secret of another, it shall obtain the necessary permission or license to permit MSA or the Client to use such item.
- b. The A/E will defend or settle, at its own expense, any claim or suit against MSA and the Client alleging that any such item furnished by the A/E infringes any patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, copyright or trade secret, the A/E will defend MSA and the Client against that claim at the A/E's expense and will pay all damages, costs, and attorneys fees that a court finally awards, provided MSA and the Client: (i) promptly notifies the A/E in writing of the claim; and (ii) allows the A/E to control and cooperates with the A/E in, the defense and any related settlement negotiations. The obligations of this

paragraph are in addition to those stated in the next paragraph.

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

1.26 Non-Availability of Funding

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

1.27 Financial Disclosure

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

1.28 Non-Exclusive Use

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

1.29 Sustainability Policies

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

1.30 Payments by Electronic Fund Transfer

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

1.31 Confidentiality

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

1.32 Loss of Data

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

1.33 Non-Hiring of Employees

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

1.34 Nondiscrimination in Employment

The A/E agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry or disability of a qualified

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

1.35 Contingent Fee Prohibition

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

1.36 Political Contribution Disclosure

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

1.37 Verification of Registration and Tax Payment

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

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

1.38 MBE and Prevailing Wage Compliance System

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

1.39 Maryland Law

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

1.40 Acceptance of Terms and Conditions

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

1.41 Procurement Regulations

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

1.42 Multiple Proposals

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

SECTION 2

OFFEROR QUALIFICATIONS

2.1. Qualifications

The Offeror shall demonstrate that it meets the following qualifications to be considered for award. The Offeror shall have:

- a. Been in business for at least five (5) years;
- b. A team of registered professional architects, engineers, and associated professional consulting firms led by a firm registered to practice in the State of Maryland;
- c. Experience in providing preliminary design services for government/commercial clients;
- d. Substantial experience with community involvement during the planning and design phases of a project;
- e. Substantial design experience related to the complex construction of sports facilities;
- f. Experience in innovative design methods to meet programmatic goals of building efficiencies, on-time delivery, cost containment, and value engineering strategies; and
- g. The ability to meet the insurance coverage requirements outlined herein.

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

SECTION 3

PURPOSE AND SCOPE OF WORK

3.1. Purpose

MSA is issuing this RFP to contract with a highly qualified A/E firm to provide preliminary design services related to the potential development of the Project, as described in this RFP.

3.2. Scope Overview

The selected A/E will provide preliminary design and engineering services associated with the Project on the proposed site. The selected A/E will work closely with the Project Team in a cooperative and coordinated fashion to complete the scope of work outlined below.

The selected A/E will not be precluded from tendering future offers on the actual design and construction administration of the Project if the Project reaches the construction phase.

3.3. Scope of Work – Preliminary Design

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

- Preliminary Design (10 to 15% Schematic Design)
- Site Development/Planning
- Infrastructure Analysis
- Environmental Impact Analysis
- Archaeological Impact Analysis
- Geotechnical Analysis/Engineering
- Ingress/Egress Impact Analysis- Pedestrian and Vehicular
- Project Scheduling
- Cost Estimating
- Value Engineering
- Quality Assurance
- Assisting MSA with Professional and Technical Service Procurements as requested.
- All other deliverables outlined in the Sample Contract, **Attachment G**.

a. Services

1. The A/E shall work with MSA and the Project Team, as directed, to plan, schedule and coordinate site access, meetings and interviews with key stakeholders identified by MSA and the HSMC. The A/E will meet with the

HSMC staff as many times as the parties deem necessary for the A/E to conduct the preliminary design. This may include, by way of example and not limitation, individual meetings, walk-throughs of the proposed site(s), etc.

2. The A/E shall conduct a kick-off meeting with the Project Team within seven (7) days of receiving a Notice to Proceed for preliminary design services.
3. The A/E shall provide preliminary reports and updates on the progress of the preliminary design as requested by MSA.

b. Scheduling

1. The A/E shall prepare and update on a monthly basis 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, the HSMC and the A/E.
2. The A/E shall provide scheduling services to produce a high-level project schedule for the construction scenario identified during the preliminary design. The schedule shall outline the major items of the work and clearly show the expected overall duration to complete the work.

c. Cost Estimating

The A/E shall provide cost estimating services to produce a cost estimate for scenario identified during the preliminary design.

d. Deliverables

1. Upon completion of the preliminary design, the A/E shall provide a minimum of two (2) hard copies and one electronic copy (in .pdf format) of the preliminary design.
2. The A/E shall meet with MSA and the HSMC to discuss the A/E's findings and conclusions set forth in the preliminary design.

3.4. Reference Documents

The following resources are included as attachments to the RFP, **Attachment C – Project Information**, for reference, and consideration by the A/E while responding to this RFP and executing the scope of work indicated in Section 3.3.

1. Crossroads Consulting LLC Phase 1 Market Assessment of Future Development Opportunities in Historic St. Mary's City
2. Crossroads Consulting LLC Phase 2 Economic Impact Analysis of the St. Mary's Fort in a Stabilized Year of Operations
3. Site Map

SECTION 4

PROPOSAL SUBMISSION AND REQUIREMENTS

4.1 Solicitation Process

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

a. Step 1– Submission of Technical and Financial Proposals

Offerors will submit Proposals in two separate volumes: Volume I Technical Proposal; and Volume II Financial Proposal. Volume II, Financial Proposal, shall be password protected, per the requirements in Section 4.3 of this RFP. After the Proposal Closing Date, 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.

b. Step 2 – Review of Technical Proposals

The Selection Committee will review technical Proposals and rank the Proposals according to technical merit. Based on their achieved technical rankings, selected Offerors will be “short-listed” to participate in the oral presentation phase of the procurement. Offerors that are not short-listed will be notified that they are not reasonably susceptible of being selected for award.

c. 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.

d. Step 4 – Short-list and Financial Proposal Phase

After oral presentations, and based on achieved rankings, the Selection Committee will short-list firms to participate in the financial phase of the procurement. Short-listed firms will be requested to provide the password to their financial Proposal.

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

e. Step 5 – Recommendation for Award

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

4.2 Instruction for Submission of Proposals–General Requirements

Offerors shall submit proposals labeled “**RFP – AE –Fort to 400 PD** and labeled either “**Vol. I - Technical**” or “**Vol. II - Financial**”. All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page “x”). The final page shall state “Final Page.”

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

4.3 Volume I - Technical Proposal

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

a. Transmittal Letter

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

b. Title and Table of Contents

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

c. Executive Summary

The Offeror shall condense and highlight the contents of the technical Proposal in a separate section titled “Executive Summary”. The Executive Summary shall not exceed two (2) pages. The summary shall:

1. Acknowledge the receipt of any addenda associated with this RFP;

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

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible for award. If an Offeror takes no exception, the Executive Summary should so state.

d. Experience and Qualifications (Tab 1)

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

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

- Project Designer
- Cost Estimator
- Other Key Personnel deemed appropriate

d.) Project Experience:

- i. Attachment E, SF330, Section F - Identify four (4) projects that illustrate the A/E's qualifications for overseeing/managing the preliminary design effort.

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

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

e. Work Plan (Tab 2)

1. Staffing Plan: Provide a Staffing Plan in the format included in **Attachment F** that shows the minimum percentage of time that each Key Personnel member will dedicate to the Project.
2. A/E Schedule: Provide a high-level schedule that graphically shows the Offeror's proposed sequence of activities and durations required to complete the preliminary design effort identified in Section 3.3 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 indicated 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 will provide in the execution of the work.
 - b.) Project Challenges: Identify the three (3) most significant challenges to constructing the Project, 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.
 - c.) Project Opportunities: Identify three (3) opportunities to constructing the Project, 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/enhancing each, including specific experience with similar

circumstances.

f. Reserved

g. Other Required Submissions (Tab 4)

Offerors must submit the following items in the technical Proposal:

1. A completed Bid/Proposal Affidavit (**Attachment A**).
2. A completed Conflict of Interest Information/Affidavit and Disclosure (**Attachment B**).
3. 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. Prime Contractor's List of All Subcontractors- (**Attachment L**).

4.4 Volume II - Financial Proposal

- a. Financial Proposals shall be submitted in the manner indicated in section 1.10 of the RFP and shall be password protected. 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 upon request from the Procurement Officer will deem the Offeror's Proposal not reasonably susceptible of being selected for award. The financial Proposal shall include the Financial Proposal Form (**Attachment H**).
- b. The Financial Proposal Form shall contain all price/fee information in the format specified in **Attachment H**. The Offeror shall complete the Financial Proposal Form only as provided in the Procurement Officer's

instructions and the form itself. Do not amend, alter, or leave blank any items on the on the form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by MSA

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

SECTION 5

EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

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

5.2 Technical Criteria

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

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

5.3 Financial Criteria

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

5.4 Reciprocal Preference

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

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

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

5.5 General Selection Process

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

5.6 Award Determination

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

ATTACHMENTS

Attachments can be downloaded via the following link:

<https://mdstad.sharefile.com/d-saOf8725741b44714b54be999ae5bd223>

- A.**BID/PROPOSAL AFFIDAVIT**
- B.**CONFLICT OF INTEREST AFFIDAVIT & DISCLOSURE**
- C.**PROJECT INFORMATION**
- D.**MBE INSTRUCTIONS AND FORMS**
- E. **ARCHITECT/ENGINEER QUALIFICATIONS (SF330)**
- F. **STAFFING PLAN**
- G. **SAMPLE CONTRACT**
- H. **PRICING FORM**
- I. **CONTRACT AFFIDAVIT**
- J. **CORPORATE PROFILE**
- K. **CAPACITY SUMMARY SHEET**
- L.**PRIME CONTRACTOR’S LIST OF ALL SUBCONTRACTORS**
- M. **EXHIBIT 1: MBE SEARCH FACTORS**

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):

| |
|--|
| |
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| |

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

Please see the Share File link below to access the documents:

<https://mdstad.sharefile.com/d-sc6da3c2072f44228a0ed4083efb29441>

1. Crossroads Consulting LLC Phase 1 Market Assessment of Future Development Opportunities in Historic St. Mary's City
2. Phase 2 Economic Impact Analysis of the St. Mary's Fort in a Stabilized Year of Operations

Also available at MSA's website: <https://mdstad.com/studies/historic-st-marys-city-fort-market-and-economic-study>

3. Site Map

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% x 60% = 3%

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

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

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

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

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

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

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

Subgoals (if applicable)

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

Overall Goal

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

**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. Architectural/Engineering Services Historic St. Mary's City Fort to 400 Boutique Hotel and Conference Center – Preliminary Design Services, 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 10 percent and no 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 |
|------------------|---|-------------------------|
| | A/E Services - St. Mary's City Fort to 400 Boutique Hotel and Conference Center | |

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> |
|---|--|

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: <hr/> <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: <hr/> <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.

Section G. Key Personnel Participation in Example Projects.

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

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

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

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

Section H. Additional Information.

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

Section I. Authorized Representative.

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

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

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

| | | |
|---|---|-------------------------------------|
| (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 | |

| | | |
|---|---|-------------------------------------|
| (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 | |

| | | |
|---|---|-------------------------------------|
| (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 | |

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

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

Request for Proposals (RFP) - A/E Preliminary Design Services - St. Mary's County 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

| | | | | | | | | | |
|---------------------------|----------------------------------|--------------------------------|--------------------------------------|--------------------------------------|--|---|--------------------------|---|---|
| <i>Preliminary Design</i> | <i>Site Development/Planning</i> | <i>Infrastructure Analysis</i> | <i>Environmental Impact Analysis</i> | <i>Archaeological Impact Studies</i> | <i>Geotechnical Analysis/Engineering</i> | <i>Traffic Analysis (Ingress/Egress - Pedestrian and Vehicular)</i> | <i>Value Engineering</i> | <i>Other, including Quality Assurance and Technical Assistance (describe)</i> | <i>Total Minimum Hours per Position</i> |
|---------------------------|----------------------------------|--------------------------------|--------------------------------------|--------------------------------------|--|---|--------------------------|---|---|

| NAME | POSITION | FIRM | | | | | | | | | | |
|------------------------------|----------|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
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| | | | | | | | | | | | | 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

**ATTACHMENT H - PRICING FORM
ARCHITECTURAL ENGINEERING SERVICES
HISTORIC ST. MARY'S CITY FORT TO 400 BOUTIQUE HOTEL AND CONFERENCE CENTER**

Offeror Name: _____

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

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 |
|--------|--------------|--------------------|-----------------|
| 2021 | _____ | _____ | _____ |
| 2022 | _____ | _____ | _____ |
| 2023 | _____ | _____ | _____ |
| 2024 | _____ | _____ | _____ |

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: _____

CONFIDENTIAL

Disclosure of Contract Issues; Litigation; Criminal Investigations

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

Failure to Complete

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

Insurance

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

CONFIDENTIAL

Prepared By:

Name: _____

Title: _____

Signature: _____

Date: _____

CONFIDENTIAL

ATTACHMENT K

CAPACITY SUMMARY SHEET

ATTACHMENT L

PRIME CONTRACTOR'S LIST OF ALL SUBCONTRACTORS

Attachment L. 3 Prime Contractor List of ALL Subcontractors Anticipated/Used During Contract

July 2024

Effective beginning for Fiscal Year (FY) 2023, the State of Maryland is required to collect the names and total payments of all subcontractors used during the life of the contract with no regard to 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 subcontracting program goals. It should be noted in the appropriate column if the firm is fulfilling a specific subcontracting goal.

Attachment L 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 L 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 socioeconomic program status.

Instructions on How to Complete Attachment L

- There are two spreadsheets/tabs in Attachment L - "Anticipated Subcontractors" and "Actual Subcontractors".
- The first tab - "Anticipated Subcontractors" is to be completed and submitted with the bid/proposal.
- The following information must be filled out at the top of the first spreadsheet prior to submitting the attachment with the bid/proposal:
 - Bidder/Offeror Name: (Bidder/Offeror's Company Name responding to the solicitation)
 - Agency and Program Name: (State Agency/Program that published the solicitation named on both the cover page and the Key Information Summary Sheet)
 - Solicitation Name / Number: (Solicitation Name and Number found on the cover page of the solicitation and the Key Information Summary Sheet)
 - Overall MBE % Goal for Contract: (The total MBE participation goal for the contract identified on the Key Information Summary Sheet)
 - Overall VSBE % Goal for the Contract: (The total VSBE participation goal for the contract identified on the Key Information Summary Sheet)
 - Contract Duration: (Contract duration identified in the Key Information Summary Sheet)
 - 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 contract requirements.")
- 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:
 - Subcontractor Name (The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)
 - 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)
 - Brief Description of Work to be Performed (For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) *
 - 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 particular

*** 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**

The State is aware that circumstances change during the course of a contract that requires substitutions among subcontractors. Thus, this second tab of the form is to capture all subcontractors 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, including MBE, VSBE, SBR certified firms that were not fulfilling a subcontracting goal.

- 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 with
- 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:
 - Prime Contractor Name: (Bidder/Offeror Awarded the Contract that performed as the Prime Contractor)
 - Agency and Program Name: (Copied from the first spreadsheet)
 - Contract Name / Number: (Copied from the first spreadsheet)
 - Overall MBE % Goal for Contract: (Copied from the first spreadsheet)
 - Overall VSBE % Goal for the Contract: (Copied from the first spreadsheet)
 - Contract Term (Start Date - End Date): (The actual start and end dates of the Contract)
 - Total Amount Invoiced to/Paid by the State to the Prime Contractor: (Total amount paid to the Prime Contractor by the State)
 - 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 contract requirements and the total amount paid to each subcontractor to close out the contract.")
- 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:
 - Subcontractor Name (The Subcontractor Company's Name that has an agreement with the Prime to work on the contract)
 - 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)
 - Brief Description of Work to be Performed (For MBEs and VSBEs, ensure the work being identified is work they are certified to perform) *
 - 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 particular
 - 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 or by**

- 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 M

EXHIBIT 1: MBE SEARCH FACTORS

Exhibit 1. MBF, VSBE, and SBR Research Factors Template

Solicitation Title: Architectural/Engineering Services – Historic St. Mary’s City Fort to 400 Boutique Hotel and Conference Center – Preliminary Design Services

eMMA Solicitation No. BPM048187

This exhibit serves as a summary of the factors the State used, in conjunction with guidance from the Governor’s Office of Small, Minority, and Women’s Business Affairs, to determine:

1. The expected degree of Minority Business Enterprise (MBE) participation for the procurement contract, including subcontracting opportunities identified for the project, any applicable North American Industry Classification System (NAICS) codes linked to the subcontracting opportunities, and the number of certified MBEs in those industries.
2. The expected degree of Veteran-owned Small Business Enterprise (VSBE) participation for the procurement contract, including subcontracting opportunities identified for the project, any applicable United Nations Standard Products and Services Codes (UNSPSC) [identified in eMaryland Marketplace Advantage (eMMA) as Categories] linked to the subcontracting opportunities, and the number of certified VSBEs in those industries; and
3. If this procurement is for a Statewide Master Contract where secondary competition may occur, the expected degree of Small Business Reserve (SBR) participation for the secondary competition agreement (such as a task order agreement or purchase order agreement) to be designated as an SBR, including opportunities identified for the secondary competition agreement, any applicable UNSPSCs linked to the subcontracting opportunities, and the number of certified SBRs in those industries.

Disclaimer: This summary’s research results are not all inclusive and do not exclude any other subcontracting opportunities that the Bidder/Offeror may identify in preparing a Bid/Proposal to submit in response to the solicitation.

| MBE Research by NAICS Code | | |
|-----------------------------------|--------------------------|---------------------------------|
| NAICS Codes | Description | # MBEs in MDOT Directory |
| 541990 | Cost Estimating | 13 |
| 541310 | Architectural Services | 125 |
| 238220, 541330 | Mechanical Engineering | 20 |
| 541330 | Structural Engineering | 15 |
| 541330 | Electrical Engineering | 29 |
| 541330 | Civil Engineering | 177 |
| 541330, 541380 | Geotechnical Engineering | 11 |
| MBE Research by Keywords | | |
| Keywords | | # MBEs in MDOT Directory |
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