

Maryland Economic Development Corporation

State Center Redevelopment Strategy



Request for Proposals

MARYLAND ECONOMIC DEVELOPMENT CORPORATION

7 ST. PAUL STREET, SUITE 940

BALTIMORE, MD 21202

Phone: (410) 625-0051

Issue Date: June 26, 2025
Submission Deadline: August 7, 2025

The Maryland Economic Development Corporation (MEDCO) is an instrumentality of the State of Maryland created by the General Assembly to serve as a statewide economic development engine to: relieve unemployment; encourage, attract and retain business activity and commerce; promote economic development and promote the health, safety, right of gainful employment and welfare of residents of the State of Maryland.

For more information on MEDCO, please visit our website at: www.medco-corp.com

Purpose

The Maryland Department of General Services (DGS), in partnership with the Maryland Department of Transportation (MDOT) Office of Real Estate and Economic Development (ORED) and MEDCO, seek to initiate the redevelopment of the State Center Complex in Baltimore City as a Transit-Oriented Development (TOD). The development will integrate a mixed-use, transit-oriented approach to transform this key State-owned asset. DGS and MDOT will co-lead the effort, working in close coordination with the State-City Workgroup (the Working Group) to ensure strategic alignment across all stakeholders, including city and state agencies.

This initiative is part of a broader strategy to bring the State Center site to market by building on prior planning studies, including the City of Baltimore's 2024 Visioning and Market Study and the Maryland Stadium Authority's 2018 Land Use Study. The primary goal is to retain a qualified development partner that will implement the redevelopment vision, with a focus on maximizing the economic development and housing potential of the site, while aligning with the State's TOD goals, objectives, and principles.

The proposed work schedule estimates a 2.5-year timeline to execute the necessary activities leading to a Master Developer Agreement (MDA) with a potential development partner.

Background

State Center is a critical and sizable State-owned asset which is directly adjacent to both a Baltimore Metro station and a Baltimore Light Rail station. The site represents a tremendous redevelopment opportunity that could advance economic development and housing goals for both the City of Baltimore and the State of Maryland.

In November 2024, the Maryland Board of Public Works (BPW) approved a settlement to resolve a lawsuit filed by State Center, LLC, arising from the decision of the BPW in 2017 to cancel the MDA between the State of Maryland and State Center, LLC. With the litigation concluded, the State of Maryland – in close partnership and coordination with the City of Baltimore – is poised to advance a transformative redevelopment effort for the State Center Complex property and catalyze this state asset into a major economic generator for the City of Baltimore and the State of Maryland.

Relocation of state agencies from the State Center Complex into the Baltimore City Central Business District began under the Hogan Administration and remains ongoing. To-date, six agencies – the Comptroller of Maryland, the Department of Assessments and Taxation, the Department of Information Technology, the Department of Planning, the Department of Aging, and the Department of Labor – have vacated office space occupied at State Center. The remaining agency relocations for the Department of

Budget and Management, Department of Health, Maryland Tax Court, and the Department of General Services are expected to be completed by the end of Q4 of Calendar Year 2026.

With the City having expended \$500,000 of State funding on a visioning study and with an adequate amount of previous planning studies already completed, the main focus of DGS and MDOT would be to perform remaining needs for site due diligence, financial analysis, and market preparation. Additionally, this effort would look at understanding the economics around the adaptive reuse of the existing State buildings. Additionally, this effort will look at the coordination of the redevelopment efforts for the adjacent Fifth Regiment Armory and of McCulloh Homes, an effort led by the Housing Authority of Baltimore City. The Maryland Military Department is currently headquartered at the Fifth Regiment Armory and is the sole state agency within the State Center complex that has no current plan for relocation. DGS and MDOT would coordinate this work with the Governor's established Working Group consisting of State and City agencies to ensure alignment across all stakeholders. Ultimately, the approach is to not reinvent previously completed planning efforts, but to build on those with the specific intent of bringing this site to market and to obtain a qualified development partner to invest and realize meaningful redevelopment of this site.

Roles and Responsibilities

DGS and MDOT will co-lead the State Center redevelopment project. DGS, with MDOT, will work in close coordination with the Working Group, in advancing this site to a development solicitation and retaining a qualified development partner to implement a shared vision for this site's redevelopment.

Governor Moore directed the formation of the Working Group, to include leaders from relevant State agencies and their counterparts in Baltimore City government, to present a joint recommendation to the Governor and the Mayor on the vision for redevelopment and reuse of State Center.

The core State team includes representatives from DGS, MDOT, the Department of Housing and Community Development (DHCD), the Maryland Department of Planning (MDP), and MEDCO. This core group will coordinate in support of the Working Group, the drafting of a development solicitation, development of requirements, community engagement, and evaluation of development proposals. Initial roles and responsibilities for the team members are as follows:

- **DGS** - Co-lead the overall effort and with specific focus on the due diligence work needed as part of the pre-development activities, building reuse feasibility, as well as ensuring timely phasing of the redevelopment project.
- **MDOT** – Co-lead the overall project including overseeing the development solicitation process. Specific attention will be given to ensuring the site is market ready and all transit-related requirements are defined.
- **MEDCO** – Responsible for Consultant contract management, support in site marketing, potential solicitation management for site redevelopment, as well as analyzing various delivery methodologies for required infrastructure.
- **DHCD** - Support in pre-development activities, particularly in coordinating strategies with surrounding residential redevelopment projects (McCulloh Holmes, for example). Additionally, ensuring the State Center redevelopment is appropriately positioned for DHCD investment.

- **MDP** - Support the pre-development activities by ensuring that the overall effort is consistent with city, regional and state planning goals, providing needed data inputs and coordinating with local regulatory agencies and community representatives.

Additional members of the Working Group include the Governor's Office, Maryland Military Department (MMD), the Maryland Stadium Authority, the Mayor's Office, the Baltimore City Department of General Services, the Baltimore City Department of Housing and Community Development, the Baltimore City Department of Planning, the Baltimore City Department of Transportation, the Baltimore City Department of Public Works and the Baltimore Development Corporation.

Meetings

This work will be fully coordinated with DGS, MDOT, and as the Working Group, including the City of Baltimore. While Ad-hoc meetings with individual groups may be needed, the Consultant should assume weekly coordination meeting with DGS and MDOT. Working Group meetings will require agenda, facilitation and supporting material. Ad hoc meetings will be targeted based on needs from the Consultant.

DGS and MDOT estimate up to four (4) sessions of the full Working Group within the six-month pre-solicitation and analysis period described in the schedule below. DGS and MDOT would work closely with the Working Group to provide input and ensure strategic alignment and stakeholder engagement in key areas, including:

- Agreement on development program goals and site principles, ensuring consistency with broader State goals and objectives;
- Identify community engagement needs and key stakeholder groups;
- Assess feasibility of adaptive reuse of existing structures;
- Establish efficient coordination with adjacent redevelopment efforts;
- Confirm site requirements;
- Coordinate permitting and approval to streamline regulatory processes;
- Identify funding and investment opportunities to support necessary infrastructure improvements; and
- Establish selection criteria and timeline for securing a Joint Development partner through the solicitation process.

Scope of Work

To successfully support execution, MEDCO will retain the services of a qualified Consultant to provide technical support across multiple areas, including but not limited to, the following comprehensive scope of work necessary to guide the redevelopment process and achieve the desired outcomes:

- Task 1: Project Management
- Task 2A: Condition Assessment
- Task 2B: Due Diligence and Project Requirements Identification
- Task 3: Vision Plan Refinement
- Task 4: Financial Feasibility Analysis
- Task 5: Implementation Plan and Final Report
- Task 6: Funding Opportunities Implementation
- Task 7: Market Solicitation and Transaction Advisory Services

Task 1: Project Management

The Consultant will be responsible for the following project management and initiation tasks:

- Scheduling, developing the required informational materials, and participating in a kick-off call with key project staff.
- Preparation of a refined work plan and project schedule which will be updated and maintained throughout the period of performance.
- Review of available existing due diligence, reports, drawings, and site plans of the project location and become familiar with existing site conditions through site visits and building personnel interviews as required.
- Scheduling, developing the required informational materials (agendas, presentations, etc.), and participating in key stakeholder and Working Group meetings.
- Drafting and circulating meeting summaries, minutes, and action items afterwards.
- Management of the project team to complete the project within the approved project budget and schedule.
- Submission of all project deliverables as defined in the scope of work.
- Coordination of all quality reviews of those materials prior to delivery.
- Coordination of all sub-Consultant's work.
- Circulation of all draft materials for a minimum of one review period by DGS/MDOT and resolution of comments prior to circulation of and updated or final deliverable.
- Provision and maintenance of a centralized file sharing system for all applicable stakeholders.
- Preparation and submission of monthly invoices.

Task 2A: Condition Assessment

The Consultant will complete a building, site, and surrounding public realm survey assessment at the listed buildings below. The assessment shall evaluate the existing conditions of the exterior, structural, mechanical, electrical, plumbing, life safety (including hazardous materials), and interior conditions, and make recommendations as to their repair, conversion, or replacement, supported by cost and schedule estimates.

A condition assessment is required to determine if all, some, or portions of the buildings can be repurposed or should be demolished for future development. A cost-benefit analysis is required to determine viability.

The survey assessment shall include all buildings, surface lots, and grounds, as well as the public realm connecting the following facilities:

- 201 W Preston Street
- 300 W Preston Street
- 301 W Preston Street
- 1100 N. Eutaw Street
- 219 29th Division St - 5th Regiment Armory

The Consultant will be responsible for the following activities as part of the Condition Assessment:

1. Perform a site analysis to determine which zoning applications are available for potential redevelopment (residential, commercial, hybrid, etc.) of the existing buildings, grounds, and surface lots.

2. Estimate the cost to remove existing hazardous material from the buildings, grounds, and surface lots. DGS shall provide any available hazardous material reports.
3. Review the existing condition of the life safety system (fire alarm, panic hardware, fire suppression, etc.) and make general recommendations and cost estimates for compliance with applicable code requirements. Estimates shall address the cost of repairs for commercial office use and potential conversion to other uses, such as residential.
4. Review the existing condition of the building envelopes and roofs and make general recommendations and cost estimates for repairs or replacements in accordance with applicable code requirements.
5. Assess the existing electrical, mechanical, and plumbing systems, reporting on their condition and making general recommendations and cost estimates for compliance with applicable code requirements. Estimates shall address the cost of repairs for commercial office use and potential conversion to other uses, such as residential.
6. If demolition is recommended for one or more buildings, provide a cost estimate including all local requirements (pest control, hazardous materials abatement and disposal, etc.).
7. Provide a cost estimate for operational and capital holding costs for retained properties or those held in an interim state prior to demolition, repair, redevelopment, or adaptive reuse. This includes costs for security, repairs and maintenance, utilities, insurance, waste management, health and safety compliance, environmental monitoring, property management, legal and regulatory compliance .
8. Include a completion schedule with the proposal submission.
9. Engage a qualified historic building consultant to assist with the assessment of the 5th Regiment Armory. Provide estimates for repairs for both existing use and potential conversion.

The following activities have been identified as critical deliverables and/or considerations required to perform the work:

1. Assess and identify the existing electrical/HVAC building systems and equipment to determine their remaining useful life. Verify and provide recommendations as required.
2. All facilities are highly utilized buildings, requiring close coordination with building maintenance staff. The study must not interfere with daily facility operations.
3. Attend a minimum of two (2) review meetings at the DGS main office located at 301 West Preston Street, Suite 1405, Baltimore, Maryland 21201.
4. Submit the report electronically and 2 hard copies to DGS in accordance with the project schedule.

Task 2B: Due Diligence and Project Requirements Identification

In parallel with Task 2A, the Consultant will conduct comprehensive due diligence and work with key stakeholders to identify and define the project requirements, focusing on:

- **Identify TOD Goals, Objectives, and Principles:** Update and refine the goals, objectives, and principles for the site's redevelopment.
- **Site Due Diligence:** Assess previous due diligence completed to identify necessary due diligence that should be undertaken prior to solicitation (ALTA/NSPS Title Survey, Subsurface Utility Engineering Report, Traffic Impact Study, geotechnical investigations, ESA Phase I, etc.), including,

review of physical conditions, zoning, and regulatory environment of the State Center complex to identify and understand the site constraints with the intent to derisk the project prior to solicitation.

- **Real Estate Market Analysis:** Conduct a market demand study to understand potential real estate opportunities and assess the competitive landscape for redevelopment. The consultant will provide case studies on successful redevelopment and adaptive reuse projects, particularly those similar to State Center. Case studies should focus on transit-oriented and urban renewal projects, with lessons learned. Additionally, the consultant will conduct a market sounding informed by projects like Walter Reed and St. Elizabeths Campus, to assess market trends, opportunities, phasing and potential transaction models for State Center.
- **NEPA Analysis and Documentation:** Perform a National Environmental Policy Act (NEPA) review to assess environmental conditions, regulatory requirements, and complete necessary documentation and analysis
- **Transit Infrastructure Requirements:** Identify and confirm new or reconfiguration of transit infrastructure needs for site development through multi-modal demand analysis.
- **Public Infrastructure Requirements:** Identification of needed public investments and/or improvements to optimize the market potential for the site and the ability for it to be a feasible transit-oriented development.
- **General Requirements Specifications:** Drafting of a technical document outlining the project requirements, processes, standards, and specifications to be included as part of a solicitation for third-party project design and construction and which be appended to a future binding agreement.
- **Historic Preservation:** Coordination with the Maryland Historic Trust and other historic preservation stakeholders to ensure historic preservation issues are addressed at State Center and coordinated at adjacent sites.
- **Permits and Approvals:** Identify potential permits and approvals that would be required at the state and city levels of government for timely and efficient review and approval.
- **Community Engagement Plan:** Determine what levels of community and public engagement are required, beyond the outreach efforts that have already taken place, for input and confirmation from the Working Group.

Task 3: Vision Plan Refinement

Based on the results of Tasks 2A and 2B, the Consultant will refine the State Center Vision and Market Study, published in 2024, commissioned by the Baltimore City Department of Planning for the State Center redevelopment to ensure its alignment with the project requirements and TOD goals, objectives, and principles:

- **Refinement of Vision Plan Study:** Update and refine the development program, concepts designs, preliminary phasing plan based on the results and inputs from Task 2 and input from stakeholders work sessions with the final result being recommended to the Working Group for input and review.

- **Adjacent Redevelopment:** Incorporate and provide for the McCulloh Homes and Fifth Regiment Armory site and results from the Housing Authority of Baltimore City's forthcoming feasibility into the broader State Center redevelopment strategy and as part of the development concepts to ensure coordinated efforts.
- **Visual Development:** Create maps, building mass models, and renderings to illustrate the refined vision and for use as part of future tasks.
- **Community Engagement:** Conduct community and public engagement ahead of the publication of the recommendations as determined by the Working Group based on the recommendations from Task 2B. The Consultant should assume a minimum of three in-person community engagement sessions within the period of performance. These sessions will focus on key milestones, including vision plan refinement, feedback on development proposals, and project updates. The Consultant will be responsible for all aspects of event coordination, including:
 - **Event logistics:** Scheduling, venue selection, and coordination with stakeholders.
 - **Materials preparation:** Developing clear, accessible presentation materials (e.g., slides, handouts) for community understanding.
 - **Event execution:** Coordinating presenters, managing feedback collection, and ensuring participant engagement.
 - **Refreshments:** Providing refreshments to create a welcoming environment for attendees.
 - **Reporting and follow-up:** Documenting feedback and providing summary reports with key discussion points and next steps to the project team.
 - As part of the proposal, the Consultant should include a **per event basis** for additional community events based on the above responsibilities, should they be required beyond the three initial sessions, to ensure transparency and flexibility in scheduling any further engagement.

Task 4: Financial Feasibility Analysis

The Consultant will provide a detailed cost estimate and conduct a financial analysis to evaluate the project's feasibility:

- **Construction Cost Estimates:** Provide cost estimates for the costs of design and construction, including transit, public, and private development which incorporate the Condition Assessment estimates developed as part of Task 2A.
- **Value Engineering Analysis:** Produce a Value Engineering Analysis to identify opportunities to reduce overall capital costs for the Vision Plan.
- **Financial Feasibility Analysis:** Perform a financial analysis to determine the project's overall viability, including identifying potential funding sources and revenue projections.
- **Sensitivity Analysis:** Conduct sensitivity tests to evaluate how changes in assumptions (e.g., rental rates, cap rates) affect the project's financial feasibility.

Task 5: Implementation Plan and Final Report

The Consultant will develop an implementation plan and a final report to guide the project's successful execution:

- Provide a detailed plan outlining the steps needed to implement the redevelopment, including timelines, milestones, and financial strategies.
 - **Gap Financing:** Provide recommendations for gap financing tools to bridge any funding shortfalls.
 - **Identify Funding Opportunities:** Identify agency responsibilities and funding sources to help organize action to address infrastructure funding needs. Research and identify potential sources of funding, including state and federal grants, tax incentives, and financing programs (e.g., RAISE/BUILD grants, TIF, and TIFIA).
 - **Alternative Delivery Methodologies:** Recommend the alternative delivery methods to Joint Development for the project based on a comparison assessment of impacts to scope, cost, quality, and schedule, such as Public-Private Partnerships (PPP), joint ventures, or traditional procurement models.
- **Final Report:** Submit a comprehensive final report summarizing the findings from all tasks, including the refined Vision Plan, financial analysis, cost estimates, and implementation strategy.

Task 6: Funding Opportunities Implementation

The Consultant will focus on the implementation of the identified funding opportunities from the Implementation Plan in Task 5, ensuring that the necessary financial resources are secured and coordinated to support the State Center redevelopment. This task includes working with relevant agencies to leverage funding mechanisms and align financial strategies with the project's goals.

- **Assist in Preparing and Submitting Applications:** Prepare and submit applications for various funding sources, including State funding requests, grants, loans, and tax incentives that align with the redevelopment goals.
- **Coordinate with Relevant Agencies:** Collaborate with agencies such as DHCD, MEDCO, and local government to implement funding strategies, including TIF, tax abatements, and other financial tools.
- **Align Funding with Solicitation Process:** Ensure that funding opportunities and strategies are aligned with the solicitation process, structuring financial incentives to enhance the project's appeal to developers.

Task 7: Market Solicitation and Transaction Advisory Services

The Consultant will support the market solicitation process and provide transaction advisory services to ensure the selection of a qualified development partner. This includes:

- **Market Sounding:** Conduct market sounding to assess the interest and readiness of developers for the project.
- **Marketing and Communications Plan:** Develop a marketing and communications plan to advertise the solicitation widely, ensuring it attracts qualified developers. This includes the

creation of marketing materials, targeted outreach, and utilizing various channels to ensure maximum visibility and interest from top-tier development firms.

- **Drafting of Solicitation Materials:** Develop comprehensive solicitation materials, including the Request for Qualifications (RFQ) and Request for Proposals (RFP), to attract interested developers, as applicable.
- **Facilitating the Solicitation Process:** Coordinate and facilitate all aspects of the solicitation process, ensuring that it is efficient, transparent, and in alignment with the project goals.
- **Drafting Evaluation Criteria:** Establish clear and objective criteria for evaluating proposals, ensuring that the selection process is fair and focused on the project's long-term success.
- **Facilitating the Evaluation Process:** Facilitate the evaluation process, ensuring that all proposals are reviewed in a consistent and thorough manner. Provide detailed review and analysis of submitted proposals, comparing them against the established criteria to determine the best fit for the project.
- **Ensuring Compliance:** Ensure that the solicitation process complies with all relevant laws, regulations, policies, and requirements, including those of DGS, MDOT, BPW, and any other relevant authorities.
- **Development Plan Review:** Support for review of design submittals in accordance with the General Requirements and to ensure compliance with all relevant regulations, policies, and requirements, including those of DGS, MDOT, and any other relevant authorities.
- **Transaction Advisory Support** Provide guidance on structuring the deal and offer expert advice during the negotiations and execution phases of the Master Development Agreement.

Work Plan and Project Schedule

The Consultant will work with DGS, MDOT and MEDCO staff to develop a detailed work plan, but the contractor should assume that this study will be complete within a two (2) to two and a half (2.5) year time frame. If the Consultant believes that is not sufficient time for this scope of work or if there are opportunities to expedite, they should state what would be the optimal time frame with justification in their proposal. Community engagement milestones will be determined in coordination with the Working Group and project team.

#	Action	Participants	Estimated Timeline
1	Task 1: Project Management (Project Kick-Off)	DGS, MDOT, DHCD, MDP, MEDCO	October
2	Task 2A: Condition Assessment & Task 2B Due Diligence and Project Requirements Identification	DGS, MDOT, MEDCO, MDP, City of Baltimore, Working Group	3 Months
3	Task 3: Vision Plan Refinement	DGS, MDOT, MEDCO, MDP, City of Baltimore, Working Group	3 Months
4	Task 4: Financial Feasibility Analysis	DGS, MDOT, MEDCO	1-2 Months

5	Task 5: Implementation Plan and Final Report	DGS, MDOT, MEDCO, MDP, City of Baltimore, Working Group	2 Months
6	Task 6: Funding Opportunity Implementation	DGS, MDOT, DHCD, MEDCO	Ongoing
7A	Task 7: Market Solicitation and Transaction Advisory Services – Draft/Issue Solicitation	DGS, MDOT, MEDCO	6 months
7B	Task 7: Market Solicitation and Transaction Advisory Services - Evaluate and Developer Selection	DGS, MDOT, DHCD, DGS, MDP, City of Baltimore	6 months
7C	Task 7: Market Solicitation and Transaction Advisory Services - Execute Master Developer Agreement	DGS, MDOT	6-8 months

Estimated time from start to executed MDA: 2.5 Years

The Project goal is to obtain 26% MBE inclusion. There are no subgoals for specific MBE categories. Proposals shall include proposed partners, plans, or outreach programs to meet the 26% MBE subcontracting goal.

A directory of certified MBEs is maintained by the Maryland Department of Transportation Office of Minority Business Enterprise and is available online at: <https://marylandmdbe.mdbecert.com/> under the “Directory of Certified Firms” tab.

Data

The State shall retain all right, title, and interest in and to any data or project artefacts created as part of this project.

Reference Materials

- Approximate Building Square Feet and Year Built included as Exhibit A.
- [State Center Vision and Market Study](#), published in 2024, commissioned by the Baltimore City Department of Planning.
- [Baltimore State Center Site Alternative Land Use Study](#), published in 2018, commissioned by the Maryland Stadium Authority at the direction of the Board of Public Works.

Proposal Contents and Submittal Requirements

A. Intent to Submit

An email notification of intent to submit a proposal should be provided by Prospective Offeror to kparks@medco-corp.com prior to the submission deadline. This email notification is required to receive additional information and / or addendum related to the RFP.

B. Proposal Contents

Proposals should provide a straightforward and concise description of how the team intends to meet the goals of this proposal and meet the requirements of this RFP.

The following items must be included in the proposal.

- A cover letter;
- A detailed Project Approach providing a description of how the team will pursue the work tasks required and the intended methodology to complete the project (not to exceed 5 pages including illustrations and text);
- A description of the firm qualifications and recent experience in managing projects similar in scope and scale, including a discussion on project approach;
- A description of the entire proposed project team, including detailed resumes of the project manager and key personnel. Indicate the percentage of each individual's participation in the project and relevant experience;
- Three recent references for similar projects. At least two references shall be familiar with the work of the project manager;
- A schedule to complete all of the tasks. The schedule should include the amount of time required for each task, including adequate time for staff review of all work products;
- Detailed budget, provided by task, including a breakdown of not-to-exceed costs for services to complete the entire project. A schedule that represents billable rates by position per task should be included. This rate is to include all taxes, insurance, compensations, etc. No other additional charges will be accepted. Reimbursables are to be passed through at cost. An overall cost breakdown should be provided in the Bid Form attached as Exhibit B; and
- Program outline for assuring the maximum opportunity for participation by Minority Business Enterprises to support the identified MBE participation goal, to include monthly reporting on progress to meet the goal.

Failure to provide any information requested in this RFP may result in disqualification of proposal.

Proposals must disclose any actual or potential conflicts of interest and existing business relationships that may exist with MEDCO, DGS and / or MDOT, its appointed officials or employees. MEDCO may rely on such disclosure.

The legal name of the person or firm submitting the proposal should be included in the proposal and should be signed per the following provisions. (i) In the case that the Prospective Offeror is a corporation, the full name of the corporation as well as the authorized signatories should be included in the proposal. The proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the proposal on behalf of the corporation is submitted.

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime consultant/sub-consultant basis rather than as a joint venture. MEDCO's intent is to contract with a single firm. That firm may have agreements with other firms. This information must be

disclosed as part of the RFP response.

Prospective Offerors should include, in their responses to this RFP, any and all exceptions to the proposed contract attached here to as **Exhibit C**. MEDCO intends for **Exhibit C** to be the basis of the Contract Award under this RFP. MEDCO shall not be bound or negotiate any exceptions to the language of **Exhibit C** taken by a Prospective Offeror and not noted in said Prospective Offeror's response to this RFP.

C. Submittal Requirements

All submittals must be received as a single printable 8 ½X11 PDF attached to an email delivered to kparks@medco-corp.com by 3 PM on August 7, 2025. Responses should be clearly marked with the name and address of the respondent and the project title. Late responses will not be accepted.

Two (2) bound hard copies should be submitted and can follow the electronic submission deadline.

Request for Proposals – State Center Redevelopment Strategy
Katie Parks
Maryland Economic Development Corporation
Director of Community Development
7 St. Paul Street, Suite 940
Baltimore, Maryland

Questions

All questions, inquiries or requests for clarification regarding this RFP should be directed via email to kparks@medco-corp.com no later than July 9, 2025, 3:00 PM Eastern Time.

Requests must be clearly labeled "RFP – State Center Redevelopment Strategy" to be considered for response.

Questions and answers will be distributed to all firms that provide email notice of their intent to submit a proposal.

A pre-proposal meeting will be held via Teams on July 7, 2025 2:00 PM (Eastern). The meeting link will be provided upon email request to kparks@medco-corp.com.

Solicitation Schedule

The schedule for this RFP is as follows:

Issue of the RFP:	June 26, 2025
Pre-proposal conference via Teams:	July 7, 2025, 2:00 PM (Eastern)
Proposer Questions/Clarifications due:	July 9, 2025, 3:00 PM (Eastern)
MEDCO responds to Questions/Clarifications:	July 14, 2025
Proposals due:	August 7, 2025, 3:00 PM (Eastern)

Finalist Interviews:

September 3, 2025 *

*Prospective Offerors should be available for a virtual interview on this date. Interview notifications will be provided by August 27, 2025.

Evaluation Criteria

DGS, MDOT, and MEDCO, in coordination with the Working Group members will conduct an evaluation of proposals. Consultant teams are permissible and encouraged, but the Prospective Offeror shall be a prime consultant. The following criteria will be considered when evaluating proposals:

A. Background and Qualifications (15%)

- a) Qualifications and experience of firm including key personnel
- b) Demonstrated experience coordinating with multiple stakeholders
- c) Examples of teams successfully and efficiently working together

B. Project Management (15%)

- a) Staffing and approach to managing project
- b) Commitment to project completion within time and budget

C. Responsiveness to RFP (5%)

- a) Completeness and clarity of proposal

D. Project Approach (30%)

- a) Understanding of goals of the scope
- b) Knowledge of scope and methodology to complete
- c) Adequately addresses project goals, tasks, and deliverables

E. Innovation & Value Add (10%)

- a) Ideas on how to successfully and efficiently accomplish any aspects of the work by means not described in the scope of work

F. Budget / Fee Structure (20%)

- a) Cost of services

G. MBE Participation Outline (5%)

MEDCO will review and evaluate all responses and may request further information, clarifications, and presentations in order to make a final selection.

Conflict of Interest Statement

Prospective Offerors and their proposed consultants and subconsultants must disclose any actual or potential conflicts of interest that could impair their ability to render impartial assistance or advice to the State, or otherwise affect the objectivity of their performance.

All Prospective Offerors should be aware that participating in the pre-development consulting phase of the State Center Redevelopment Strategy may create a conflict of interest and prohibit being part of any team responding to future solicitations for the State Center development. Prospective Offerors may be requested to sign a Conflict of Interest Affidavit and Disclosure form if selected to complete the scope of work outlined in this RFP.

Subconsultants may still be eligible to participate in the future solicitation process, provided that appropriate actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. The State will reserve the right to review and approve all proposed actions to ensure transparency and prevent conflicts of interest.

A conflict of interest may be waived if the State, with approval from the agency head, determines that the waiver is in the best interest of the State. The waiver determination shall clearly state the reasons for granting the waiver and outline any controls put in place to avoid, mitigate, or neutralize the conflict of interest.

Reservations

- MEDCO reserves the right to reject any or all proposals or parts of proposals and waive informalities or technicalities in proposals as the interest of MEDCO may require.
- This RFP creates no obligation on the part of MEDCO to award the Contract or to compensate Prospective Offerors for proposal preparation expenses. All costs to prepare and submit a response to this RFP shall be borne by the Prospective Offeror submitting such response. MEDCO reserves the right to award the Contract based upon proposals received without further negotiation and may do so; Prospective Offerors should not rely upon the opportunity to alter their proposals during discussions.
- MEDCO reserves the right to negotiate with any or all Prospective Offerors in any manner necessary to best serve its interest, and to make a whole award, multiple awards, a partial award, or no award. MEDCO reserves the right to cancel this RFP, in whole or in part, as deemed necessary. By submitting a proposal, a Prospective Offeror represents that it has the expertise, qualifications, resources, and relevant experience to supply and perform the services as proposed in its bid.
- An award will be made by MEDCO, in its sole discretion, to the most qualified Prospective Offeror based upon the evaluation criteria set forth herein, including, but not limited to, competitive cost.

Exhibit A

State Center Complex

Building	Address	Year Built	Building Age	Square Feet
Herbert O'Conor Building	201 West Preston Street	1974	51	854,000
State Office Building #1	301 West Preston Street	1958	67	397,500
State Office Building #2	300 West Preston Street	1958	67	135,400
State Office Building #3	1100 N. Eutaw Street	1958	67	219,951
5th Reg. Armory Bldg.	219 W. 29th Division Street	1901	124	322,434

EXHIBIT B

Bid Form: State Center Redevelopment Strategy

Bids Due: August 7, 2025 3:00 PM

<u>Scope/Task Item</u>			<u>Total</u>
Task 1: Project Management			
Task 2A: Condition Assessment			
Task 2B: Due Diligence and Project Requirements Identification			
Task 3: Vision Plan Refinement			
Task 4: Financial Feasibility Analysis			
Task 5: Implementation Plan and Final Report			
Task 6: Funding Opportunities Implementation			
Task 7: Market Solicitation and Transaction Advisory Services			

Staff Position	Hourly Rate

Exhibit C

CONSULTANT CONTRACT
by and between the
MARYLAND ECONOMIC DEVELOPMENT CORPORATION
and
(INSERT FIRM NAME)
Contract No.

This contract (the "Contract") is made by and between the Maryland Economic Development Corporation ("MEDCO") a body politic and corporate and a public instrumentality of the State of Maryland and, (insert selected firm) (the "Consultant"), whose Federal Tax Identification Number is XX-XXXXXXX in relation to the _____ ("Project").

1. Contract

1.1 Contract Documents. This Contract consists of the matters identified in this Section 1 (the "Contract Documents"), all of which are part of this Contract as if fully set forth herein (all as amended from time to time):

- A. This Contract;
- B. Attachment A: Request for Proposals, dated June 26, 2025 (the "RFP")
- C. Attachment B: Contractor's Technical and Price Proposals dated August XX, 2025 (the "Proposal", the RFP and the Proposal being collectively referred to as the "Solicitation Documents"); and
- D. Exhibit 1: Key Personnel.
- E. Exhibit 2: Price Proposal

If there are any inconsistencies between or among the Contract or Attachments A or B, the Contract Documents shall control in the following order of priority: the Contract, then Attachment A, then Attachment B, except for the template version of the Contract attached to the Solicitation Documents which is superseded by adjustments made in this executed Contract, the obligations, representations, terms and conditions set forth in the Solicitation Documents and the Affidavit are provisions of this Contract and are supplemental to the provisions set forth here.

1.2 Contract Term. The Contract shall commence on _____, 2025 (the "Commencement Date") and shall expire on the earlier of (a) Three (3) years after the Commencement Date (the "Expiration Date"), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract.

At the option of MEDCO, this Contract may be renewed on the same terms and conditions for up to one additional one-year term. The Consultant shall be notified at least thirty (30) days prior to the end of the initial term whether the Contract will be renewed and what the length of the renewal term (if any) will be.

2. Scope of Services.

2.1 The scope of work for this Contract is set forth in the RFP. Contractor shall provide the services set forth in the RFP in accordance with the terms and conditions of this Contract. MEDCO shall have the unilateral right to require changes in the scope of services, provided such changes are within the general scope of the work to be performed. Such authority shall be final, sole, and unreviewable. In the event of a change in scope which results in a change in work or risk to the Consultant, the parties will act reasonably to agree to an equitable adjustment to the fee structure.

2.2 Key Personnel:

A. The personnel listed on Exhibit 1 are considered to be essential to the Work required under this Agreement and are considered to be “Key Personnel”.

B. Consultant shall not substitute, nor permit its subconsultants to substitute Key Personnel, without prior written consent of MEDCO, which consent MEDCO shall not unreasonably withhold. MEDCO shall have the right in its sole but reasonable discretion to direct the removal from the Project of any personnel of the Consultant. Prior to removing any Key Personnel from the Project, the Consultant shall notify MEDCO within 14 days of such proposed removal and shall submit justification (including proposed substitutions for MEDCO’s prior approval) in sufficient detail to permit evaluation of the impact on the Contract.

3. Compensation and Method of Payment.

3.1 MEDCO will pay the Consultant for services rendered under the Contract in accordance with Exhibit 2 – Price Proposal.

3.2 Consultant will:

- A. During the term of the Contract, be paid at the Hourly Rates Per Grade provided in the Price Proposal included herein as Exhibit 2.
- B. During the term of the Contract, be reimbursed for reasonable, allowable and allocable direct costs and expenses incurred in the performance of the Contract services as follows:

- (1) Pre-approved travel expenses incurred by Consultant, including transportation, meals and lodging may be reimbursed at the rates set in the state of Maryland's standard travel regulations, as amended from time to time, and must comply with Fly America Act, 49 USC Section 40118;
- (2) Messenger or overnight delivery services for critical time sensitive documents (to the extent reasonable electronic document delivery is preferable);
- (3) Services of experts previously approved by the MEDCO;
- (4) Photocopying charges at cost, if approved in advance.

C. Consultant will not be reimbursed for indirect costs such as:

- (1) Secretarial services, whether performed during regular business hours or overtime;
- (2) Preparation and review of billings;
- (3) In-house messenger services;
- (4) In-house information technology equipment and service;
- (5) Long distance telephone or other communication services between itself and subconsultants in a Contract, if any.

D. Consultant shall maintain records relating to the invoices, costs and expenses incurred by Consultant in the performance of the Contract for a period of five years from the date of final term of this Contract.

3.3 Consultant shall submit invoices monthly in a form acceptable to MEDCO.

A. All invoices for services rendered shall be subject to the review and approval of MEDCO and should include:

- a. Invoice number
- b. Date of invoice
- c. Consultants Federal Tax ID number
- d. Name and address for payment
- e. Total Amount Due
- f. A cost breakdown analysis that includes a cumulative summary of actual expenditures incurred for eligible expenses drawn against the not to exceed amount.
- g. Monthly progress towards the MBE goal.
- h. A statement certifying the accuracy of the information provided in the invoice
- i. Signature of Authorizing Representative

B. Each invoice shall also include an itemized listing of reimbursable expenses and shall submit supporting documentation for said expenses, including but

not limited to, third-party or vendor receipts and automobile mileage traveled, points of travel, and purpose of travel.

Upon receipt of invoice from Consultant, MEDCO will review each invoice within five (5) business days, and either advise Consultant of any questions, concerns or errors to be addressed, or MEDCO promptly shall submit such invoice and appropriate back-up to MDOT. Receipt of payment of Consultant's invoices from MDOT by MEDCO shall be a condition precedent of MEDCO's payment thereof to Consultant. MEDCO shall pay Consultant, within sixty (60) days of receipt of approved invoice.

3.4 Federal, State and local taxes and FICA taxes, if any, will not be withheld from payments made pursuant to the Contract.

3.5 The Contract constitutes the entire agreement between the parties and any other communications between the parties before the execution of the Contract, whether written or oral, with reference to the subject matter of the Contract, are superseded by the agreements contained herein.

3.6 The Contract may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto and approved by MEDCO.

4. Governing Law/Forum. This Contract shall be governed by the laws of the State of Maryland, without giving effect to principles of conflicts of law thereof. If mediation efforts to resolve a dispute are unsuccessful, either party may then commence litigation. Each of the parties to this Contract hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of Baltimore City, Maryland for any proceeding arising out of or in connection with this Contract and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of Baltimore City, Maryland.

5. Limited Recourse. Consultant acknowledges, agrees and accepts that any obligation of MEDCO hereunder is solely on a limited recourse basis and that MEDCO has no taxing power. Notwithstanding anything to the contrary contained in this Contract or in any other agreement or contract executed and delivered by MEDCO in connection with the Project, neither this Contract nor any such other contract or agreement shall (a) constitute a debt of the State of Maryland or any political subdivision, agency or instrumentality thereof other than MEDCO, (b) constitute a debt to which the faith and credit or taxing power of the State of Maryland or any political subdivision, agency or instrumentality thereof is pledged, or (c) obligate the State of Maryland or any political subdivision, agency or instrumentality thereof to make any appropriation for payment. Consultant agrees that it shall not have any recourse against the officers, directors or employees of MEDCO, and that the officers, directors and employees of MEDCO shall not be personally liable for, or have any personal obligation in any respect for, any claim based on or in respect of any liability of MEDCO for the performance of any covenant, agreement, obligation, term or condition contained in this Contract. Consultant further agrees that, for payment hereunder or for the performance of any other covenant, agreement, obligation, term or condition contained in this Contract, Consultant shall have recourse solely and exclusively against funds made available to MEDCO by MDOT and DGS pursuant to the Interagency Agreement dated as of June XX, 2025 by and between

MEDCO, MDOT and DGS. Consultant further agrees that for payment hereunder or for the performance of any other covenant, agreement, obligation, term or condition contained in this Contract, Consultant shall have no recourse against any other assets, properties or funds of MEDCO or the State of Maryland or any political subdivision, agency or instrumentality thereof, and that in no event shall MEDCO be obligated to use any of its other assets, properties or funds to make any payment or discharge any covenant, agreement, term or condition under this Contract. Consultant further agrees that, other than as stated herein, it shall have no recourse against MEDCO and shall not seek to assert any claim or to enforce any award or judgment against MEDCO for any liability or other obligation of MEDCO in connection with this Contract or the transactions contemplated by this Contract, whether such claim, award, judgment, liability or obligation be asserted or based in contract or in tort or otherwise. This provision shall survive the termination or expiration of this Contract.

6. Nondiscrimination. Consultant shall comply with all applicable federal and State laws, rules and regulations and policies and procedures of the State involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, age, gender, or physical or mental disability. Consultant certifies that it prohibits, and covenants to continue to prohibit, discrimination on the basis of (i) political or religious opinion or affiliation, marital status, sexual orientation, race, color, creed, or national origin, or (ii) gender or age, except when gender or age constitutes a bona fide occupational qualification, or (iii) the physical or mental disability of a qualified individual with a disability. Upon request, Consultant will submit information to MEDCO relating to the Contractor's operations with regard to the above.

7. Consultant Responsibilities. Consultant shall assume sole responsibility for all work to be performed under the Contract. Consultant shall perform the services with the standard of care, skill, and diligence normally of similarly situated consultants providing similar services to states, municipalities and/or economic development agencies. In addition, the Consultant shall provide the services in accordance with applicable professional standards.

8. Subcontracting. Consultant shall not subcontract, outside of the proposed subcontractors included in proposal, in whole or in part, for any of the services to be performed under this Contract without the prior written consent of MEDCO at its sole discretion.

9. Assignment of Contract. Consultant shall not assign, transfer, convey or otherwise dispose of the Contract or any rights created hereunder to any person, firm, partnership, company, corporation or other entity without the prior written consent of MEDCO. MEDCO may assign or transfer this Contract to MDOT or DGS with prior written notice to Consultant.

10. Dissemination of Information. During the term of the Contract, Consultant shall:

A. not (and shall not permit any related firm providing services hereunder, agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever, any information, data, documents or materials related to the services or performance of the services under the Contract or to the Contract, nor publish any final reports or documents, without the prior written consent of MEDCO.

B. Indemnify and hold harmless MEDCO, MDOT, DGS and its respective

officers, agents and employees, from all liability which may be incurred by reason of the unauthorized release, dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, document, or materials pertaining in any way to the Contract or the performance of services under the Contract by Consultant, its affiliated companies, agents or employees.

C. At the request of MEDCO collect, return or destroy confidential data of MEDCO, MDOT or DGS obtained through the efforts of this Contract, and shall ensure that no physical or virtual copies remain in the Consultant's possession, or in any of its employees or agents. Notwithstanding the foregoing, the Consultant may retain copies of such information in automatic electronic back-up systems or in accordance with policies and procedures implemented by Consultant to comply with document retention policies, legal requirements or professional standards.

11. Confidentiality of Information. Consultant acknowledges that it or its employees may, in the course of performing its responsibilities under this Contract, be exposed to or acquire information which is proprietary to or confidential to MEDCO, MDOT and DGS. Any and all non-public information of any form so marked by MEDCO and obtained by Consultant in the performance of this Contract will be deemed to be confidential and proprietary information. Consultant agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever during the Project and for a period of two (2) years thereafter without the written consent of MEDCO, except as necessary for (a) the performance of its services under this Contract; (b) to advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential; (c) compliance with professional standards of conduct for the performance of the services and/or related matters; (d) compliance with any law, regulation, ordinance, court order or governmental directive or other legal mandate; and/or (e) protection of Consultant against any claims or liabilities arising from performance of services under this Contract. In the event of any disclosure by Consultant under subparagraphs (c), (d) or (e), Consultant will give MEDCO fourteen (14) days advance courtesy notice of such disclosure to the extent permissible. In the event that the Consultant becomes legally compelled to disclose any such confidential or proprietary information, the Consultant shall provide MEDCO with prompt written notice (at least five (5) days prior to any disclosure) of such request to the extent legally permissible so that MEDCO may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. The foregoing obligations will not apply to information previously in Consultant's possession or in the public domain, or information lawfully acquired on a non-confidential basis from others. This provision will survive termination of this Contract.

12. Retention of Records.

A. Consultant shall maintain all records and documents (including information stored by electronic means) relating to this Contract for five (5) years after final payment hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MEDCO and or the State, at all reasonable times therein.

B. MEDCO may, upon reasonable notice, audit the records of Consultant and its subconsultants during regular business hours to the extent necessary to verify billing, during

the term of this Contract and for a period of three (3) years after final payment is made under this Contract or longer, if required by law.

For purposes hereof, "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in MEDCO's judgment have any bearing on or pertain to this Contract, including, without limitation, books, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (e.g., including proposals of successful and unsuccessful bidders, bid recap), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, invoices and related payment documentation, general ledgers, records detailing cash and trade discounts earned, insurance rebates and dividends, superintendent reports, drawings, receipts, vouchers and memoranda.

13. Insurance.

A. Consultant shall, at its expense, purchase, maintain and provide certification for the following insurance coverage on all employees performing contract services:

1. Workers' Compensation as required by law in the state where the property is located and where any operations relating to the contract are located, with waiver of subrogation against Maryland Economic Development Corporation ("MEDCO").
2. Employer's Liability \$1,000,000 each accident and as to aggregate limits.
3. Commercial General Liability* \$1,000,000 per occurrence and aggregate
4. Business Automobile Coverage Form- coverage set at Maryland State minimum limits or greater (any auto/owned/non owned/hired)
5. Professional Liability Coverage

*These coverages shall be primary to any coverage carried by the Maryland Economic Development Corporation (MEDCO) insurance. MEDCO, MDOT and DGS will be named as additional insureds on policies for Commercial General Liability.

The insurance policies above shall be written on an "occurrence" and not "claims-made" form basis.

Contractor or subcontractor shall submit a Certificates of Insurance and endorsements in form and substance satisfactory to MEDCO as evidence of the coverages required herein. Each policy required herein will provide for (A) separation of insured in liability policies; and (B) waiver of subrogation against MEDCO, MDOT and the State of Maryland. Each certificate will provide for thirty (30) days' prior written notice to MEDCO of cancellation.

B. The insurance required in this section must be issued by companies that are licensed to do business in the State of Maryland and have an AM Best rating of "A-" or better.

C. Consultant shall not commence work under the contract until evidence of

the above coverage has been received and approved by MEDCO. The insurance referred to in 13.A. shall include MEDCO and its officers, employees and agents as additional insureds which may be satisfied by a blanket additional insured endorsement. Coverage under all policies shall remain in full force and effect throughout the Contract term and until all services have been completed.

D. Consultant shall not alter or change, reduce the limit of liabilities, cancel, or fail to renew any of the required insurance coverage without thirty (30) days prior written notice of same to MEDCO, and shall maintain all coverage until it receives notice from MEDCO that Contract services have been completed.

14. Conflicts. To avoid potential conflicts of interest, Consultant agrees to examine its client/matter listings before execution of this Contract and on a periodic basis and to notify MEDCO immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest. MEDCO reserves the right to make Consultant aware of situations in which they believe Consultant is involved that may present a conflict of interest and to request that Consultant promptly remedy the situation. Consultant hereby further acknowledges that MEDCO reserves the right, in his sole discretion, to select another firm to represent MEDCO in a particular matter if the conflict of interest is not resolved to the satisfaction of MEDCO.

15. Compliance with Law. Consultant hereby represents and warrants that:

A. it is qualified to do business in the State and that it will take such action as, from time to time, 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, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. it shall comply with all federal, State and local laws, ordinances, rules and regulations applicable to its activities and obligations under this Contract;

D. it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and

16. Termination of Contract for Default. If Consultant fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provisions of the Contract, MEDCO may terminate the Contract by written notice to Consultant. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by Consultant, shall, at MEDCO's option, become the property of MEDCO provided MEDCO has paid the sums, if any, due to Consultant pursuant to this Section 20. MEDCO shall pay Consultant (a) fair and equitable compensation (based upon the rates of compensation described in Section 3 hereof) for satisfactory performance prior to receipt of notice of termination and (b) all reasonable expenses incurred by Consultant prior to receipt of such notice, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to Consultant, Consultant will remain liable after termination, and MEDCO can affirmatively collect damages.

17. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by MEDCO in accordance with this clause in whole, or from time to time in part, whenever MEDCO shall determine that such termination is in the best interest of MEDCO. MEDCO will pay Consultant (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in Section 3 hereof and (b) all reasonable expenses as set forth in Section 3 incurred by Consultant prior to such date of termination.

18. Termination of Contract Funding Appropriation. If funds are not appropriated or if funds are not otherwise made available for continued performance of this Contract by MDOT at any time during the Contract term, this Contract shall be canceled as of the time for which funds were not appropriated or otherwise made available; however, this will not affect MEDCO's rights under any other termination clause of this Contract. The effect of termination of this Contract pursuant to this Section will be to discharge Consultant and MEDCO from future performance of this Contract, but not from their obligations existing at the time of termination. Consultant shall be paid (a) compensation for services satisfactorily performed prior to the date of termination based upon the agreed upon terms set forth in Section 3 hereof, and (b) all reasonable expenses as set forth in Section 3 incurred by Consultant prior to such date of termination. MEDCO shall notify Consultant within 30 days prior to the termination of the Contract pursuant to this Section.

19. Termination of Contract by Consultant. If at any time during the term hereof the Consultant has determined, in its reasonable discretion, that it cannot continue performing the services hereunder in accordance with applicable laws or Section 7 hereof, and has delivered written notice of such determination to MEDCO together with a detailed explanation of the reasons why it cannot continue performing the services hereunder, then the performance of work under this Contract may be terminated by the Consultant on ninety (90) days' prior written notice to MEDCO. In such event, (i) the Consultant shall work with MEDCO as reasonably required or requested to transition the obligations hereunder to a replacement consultant or advisor and (ii) MEDCO will pay Consultant compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in Section 3 hereof. For the avoidance of doubt, this Section does not grant to Consultant a right to terminate this Contract for mere convenience. Rather, Consultant's termination of this Contract pursuant to this Section shall be limited to events or occurrences which render its performance of the services hereunder impossible, impractical or in violation of applicable laws or the standard of care described in Section 7.

20. Indemnification.

A. Consultant shall indemnify and hold harmless MEDCO, MDOT and DGS, and its respective officers, agents and employees from and against all claims, suits, judgments, expenses, actions, damages and costs (including reasonable attorneys' fees) of every name and description (collectively, the "Losses"), arising out of, or resulting from, the performance of the services of Consultant under this Contract or a breach of any or all of Consultant's obligations under this Contract; provided, however, that Consultant shall not be required to so indemnify or hold harmless MEDCO, to the extent of such parties' gross negligence or willful misconduct. Consultant agrees to reimburse MEDCO, MDOT and DGS for reasonable expenses, including attorney's fees, incurred in connection with the above. Nothing in this Section 22 shall be construed as a waiver of MEDCO's limitation on liability as set forth in Subsection 5, nor a waiver of MEDCO's sovereign

immunity, nor shall this Section expand MEDCO's liability to any third party beyond that expressly authorized by the Maryland Tort Claims Act, State Government Article § 12-101, et seq. Consultant agrees to also require its subcontractors and affiliated companies to, defend, indemnify, and hold MEDCO, MDOT and DGS harmless from and against any and all Losses for death of or injury to any person and for damage to any property sustained during or arising from the performance of the services under this Contract.

B. MEDCO has no obligation to provide legal counsel or defense to Consultant in the event that a suit, claim, or action of any character is brought by any person or entity against the Consultant as a result of or relating to the Consultant's obligations under this Contract.

C. MEDCO has no obligation for the payment of any judgments or the settlement of any claims against Consultant as a result of or relating to Consultant's obligations under this Contract.

D. Consultant shall immediately notify MEDCO of any claim or suit made or filed against Consultant resulting from or relating to Consultant's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to Consultant's performance under this Contract.

E. Notwithstanding anything herein to the contrary, MEDCO may not recover from Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of two (2) times the total fees paid to Consultant for services performed under this Contract in connection with claims arising out of this Agreement or otherwise relating to the services. This limitation will apply to the indemnification obligations hereunder, provided, however, that this limitation will not apply to losses caused by Consultant's fraud, gross negligence or willful misconduct, or damage to tangible property, bodily injury or death caused by Consultant's negligence or to the extent prohibited by applicable law or professional regulations. MEDCO may not recover from Consultant, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

21. Correction of Errors, Defects and Omissions. Consultant, upon request, agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MEDCO. The acceptance of the work set forth herein by MEDCO, shall not relieve Consultant of the responsibility of subsequent correction of such errors.

22. Drug and Alcohol Free Workplace. Consultant certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace during the term of this Contract. Specifically, Consultant shall:

A. prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace;

B. prohibit its employees from working under the influence of alcohol or

drugs;

C. not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program;

D. promptly inform the appropriate law enforcement agency of every drug related crime that occurs in its workplace if it or any of its employees has observed the violation or otherwise has reliable information that a violation has occurred; and

E. notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug and alcohol free workplace.

23. Ownership of Documents and Materials.

A. Consultant agrees that all documents and materials including, but not limited to, reports, research memoranda, correspondence and recommendation in Consultant's possession in any format or medium, received and/or prepared by or for Consultant under the terms of this Contract (the "Files") shall at any time during the performance of the services be made available to the MEDCO and shall become and remain the property of MEDCO upon termination or completion of the services.

B. MEDCO, MDOT, DGS and the State of Maryland shall have the right to use the same without restriction or limitation and without compensation to Consultant other than that provided in this Contract. Notwithstanding the foregoing, the Consultant shall retain ownership of certain means, methods, tools, designs, software and practices related to the performance of the services hereunder which Consultant has eloped independently of the Project and which it typically utilizes in its business.

C. Immediately upon termination or expiration of this Contract, Consultant shall deliver the Files to MEDCO or to a location within the State designated by MEDCO. Consultant shall have the right to retain copies of those portions of the Files that Consultant reasonably requires for professional liability purposes.

24. Procurement Regulations. This Contract is not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland or the State procurement regulations set forth in COMAR Title 21.

25. No Assurance of Work. Consultant acknowledges that it has received no assurances of any minimum amount or type of work under this Contract.

26. Notices. Service of any notice under this Contract shall be complete upon mailing of such notice, mailed through the United States mail, postage prepaid, or hand delivery to MEDCO, if such notice is to the MEDCO, or to the person executing this Contract on behalf of Consultant, if such notice is given to Consultant.

27. Effective Date. This Contract shall take effect on the Commencement Date, provided it has first been duly executed by all parties hereto.

28. Amendments. This Contract may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto and approved by MDOT and DGS.

Witness the following signatures and seals:

WITNESS:

CONSULTANT:

By: _____

(Typed Name)

(Title)

(Taxpayer Identification Number)

(Date)

WITNESS

MARYLAND ECONOMIC DEVELOPMENT
CORPORATION

Executive Director