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ADDENDUM No. 1
Electric Supply Service
Camden Yards Sports Complex
MSA Project No. 18-078

Date Issued: May 23, 2018

This Addendum is hereby made a part of the Contract Documents, dated May 1, 2018, on the subject work as though originally included therein. The following amendments, additions, and/or corrections shall govern this work. **This form should be acknowledged below and submitted with the Invitation for Bids.**

This Addendum incorporates the following items:

1. Amendments to Appendix B, Electric Supply Service Contract.
2. Payments by Electronic Funds Transfer

By submitting a bid in response to this IFB, the bidder agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf

3. Questions and Answers.

Issued by:

Maryland Stadium Authority
333 W. Camden Street, Suite 500
Baltimore, MD 21201
John F. Samoryk, Procurement Officer

Company

Acknowledgment
(Name and Title)

Date

**AMENDMENTS
TO
APPENDIX B
Electric Supply Service Contract
MSA PROJECT #18-078**

The following amendments shall be incorporated into the Electric Supply Service Contract attached as Appendix B to the Maryland Stadium Authority's Invitation for Bids for Electric Service as if fully set forth therein.

1. Section 7 Agency. The following language shall be added to the end of this section: "This **Contract** shall **not** constitute, create, or in any way be interpreted as a **joint venture, partnership** or formal business organization of any kind between the State of Maryland, the Maryland Stadium Authority and the Contractor."

2. All of Section 8 Consolidated Billing, Payment is deleted in its entirety and replaced with the following:

Section 8 Billing, Payment. "Contractor shall invoice Buyer for purchases made under this Contract per Exhibit A - Confirmation."

3. Exhibit A - Confirmation "Billing" is amended to reflect the option of consolidated or dual billing as follows:

Billing: Check one: Consolidated _____ or Dual _____

4. Additional State Provisions - Exhibit B

(a) Section 2 "Loss of Data" is hereby deleted.

(b) Section 20 is hereby amended to include the following clarifying language at the beginning:

"If at any time Contractor invoices the Authority directly for payment, the following payment provisions apply ..."

**MARYLAND STADIUM AUTHORITY
INVITATION FOR BIDS
FOR
ELECTRIC SERVICE
MSA PROJECT #18-078**

QUESTIONS & ANSWERS

Below are the questions received in connection with the Maryland Stadium Authority's ("MSA") Invitation for Bids for Electric Service (the "IFB"). Some questions have been rephrased for clarity, and duplicate or similar questions have been consolidated.

These Questions & Answers supplement and are incorporated into the IFB.

1. Question: Are Renewable Energy Credits (RECs) sourced from a Green-e certified (or equivalent) renewable energy source sufficient to fulfill the Renewable product option?

Response: Yes

2. Question: Does MSA intend to:

(a) purchase electricity directly sourced from a Green-e certified (or equivalent) renewable energy source; or

(b) purchase Renewable Energy Credits (RECs) sourced from a Green-e certified (or equivalent) renewable energy source?

Response: MSA intends to purchase Renewable Energy Credits (RECs) sourced from a Green-e certified (or equivalent) renewable energy source.

3. Question: Would Class II Recs in MD or PA suffice for renewable energy source?

Response: Yes. MSA will accept Class II/Tier II RECs in MD or PA as 'Green-e certified or equivalent'. MSA will require appropriate associated documentation.

4. Question: Regarding the options in Appendix A:

(a) If the intent is to match 25% or 100% of their load with Green-e RECs then option 2 would seem to apply; however, per the product description in Appendix A where the electricity is to be "directly sourced from a renewable energy source" option 1 seems to apply. Please clarify.

Response: See response to question 2.

(b) Please clarify the renewable energy component under Product Type. Specifically, are the 25% and 100% voluntary amounts over and above Maryland RPS requirements?

Response: Yes, the Authority is requesting an incremental, voluntary renewable component separate from the Maryland state RPS mandate requirements.

5. Question: What is the bandwidth requested and expected for the load?

Response: The Authority seeks a contract with an unlimited swing tolerance in monthly consumption. The operation of the Authority's facilities is, by their nature, varied in accordance with event schedules. That said, the historical annual consumption and also the Peak Load Contribution values of this account have remained generally consistent; these historical values are presented below (Note: source of this information is the BG&E Itron system; this data is provided for informational purposes only - all data should be confirmed independently by prospective bidders):

Effective Date	Capacity PLC (kW)
6/1/2015	5,502
6/1/2016	6,049
6/1/2017	5,798
6/1/2018	5,276

Authority FY	Period	Consumption (kWh)
FY2015	July 1 2014-June 30 2015	28,286,538
FY2016	July 1 2015-June 30 2016	30,861,963
FY2017	July 1 2016-June 30 2017	30,827,271

Note that the Authority will make no representation as to its future operations; however, no sustained, material changes to operations are anticipated at this time. Also, suppliers must note that changes to utility-assigned tag values (PLC, capacity or otherwise) that may occur during the contract period are considered by the Authority to NOT be an acceptable item under the change in law provision (§16 of Exhibit B).

6. Question: Please clarify the timing and method of award notification, and expected execution of the contract by MSA.

Response: MSA expects to make a decision before 4:00 p.m. on June 6, 2018. The successful bidder will be contacted via email by MSA's procurement director. MSA also anticipates executing a contract on June 6, 2018.

7. Question: Regarding guarantee of performance:

(a) What is an acceptable form of guarantee of performance from a parent organization as required by IFB section II.a3.(i)?

Response: An executed guarantee from the parent company guaranteeing subsidiary's performance obligations under the contract in the event of subsidiary bidder's default.

(b) Will a bidder or its parent organization's evidence that it has an investment grade credit rating from one of the three major rating agencies satisfy the performance guarantee requirement?

Response: No.

(c) If a guarantee of performance consists of a parental guarantee, please provide the required dollar amount of such guaranty.

Response: The IFB does not require a payment guarantee.

8. Question: Regarding § 16 – Contract Exhibit B: Price Certification.

(a) Would MSA consider adding different, additional, or modified language to address changes in law?

Response: No. § 16 is drafted to address risks relative to changes in law, regulation, and adjudication which can be proved, but not market conditions. For the product options and terms MSA believes this is a reasonable provision given current market and regulatory conditions as (i) MSA has no information suggesting impending regulatory or statutory change that needs to be hedged; and (ii) if a change does occur, although capped, supplier risk is mitigated. This provides a reasonable balance with price protection for MSA.

(b) What are the brackets for in this section? Will these provisions be in the final contract?

Response: The provisions will be in the final contract. The brackets will be deleted.

9. Question: Would MSA agree to include contract language to address compensation for more or less "material usage deviation" of a certain percentage, between deliverables per the contract and actual use?

Response: No. See Question and Response 5 for historic usage information.

10. Question: Regarding Contract Exhibit B – Additional Maryland State Provisions:

(a) Would MSA consider using the Base Contract for Retail Sale and Purchase of Natural Gas or Electricity ("Retail NAESB") in lieu of the contract terms and conditions in Appendix B?

Response: No. MSA is a unit in the Executive Branch of Maryland State government and an instrumentality of the State. Except as noted in question 10 (b) below, these terms are required by statute, regulation, or policy.

(b) Can § 2 Loss of Data be deleted?

Response: Yes. This provision does not apply to this contract.

(c) Can any of the following be amended, modified, substituted or deleted?

§ 4 Disputes; § 7 Non-availability of Funding; § 8 Termination for Default; § 17 Subcontracting/Assignment; § 18 Indemnification; § 20 Payments to Contractor.

Response: No. See response in 10(a).

(d) Can standard boiler plate provisions from the Retail NAESB be added?

Response: No.

11. Question: Will questions, answers, clarifications and exceptions become part of the contract?

Response: Information provided in any and all addenda to the IFB issued by MSA is incorporated by reference into the contract documents.

12. Question: Supplier would like to clarify that it does not agree with Appendix B, Electric Supply Service Contract, § 7 which states that, "Buyer appoints Contractor to act as Buyer's Agent ..." Contractor is an independent contractor and nothing in the Contract will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

Response: MSA does not agree that the language implies a joint venture, partnership etc. The intent clearly is to recognize the contractor as an authorized party to do and act as necessary within the limits of the contract. However, MSA will include clarifying language.

13. Question: Supplier would like to clarify that it does not agree with Appendix B, Electric Supply Service Contract, Section 8 which states that, "BG&E shall be Contractor's billing agent...." Contractor operates with BGE though an Electricity Supplier Coordination Tariff (the "Tariff"). The Tariff explicitly provides that "Other than its duty to deliver Competitive Power Supply subject to the provisions of this Tariff, the Company shall have no duty or liability to the Electricity Supplier providing Competitive Power Supply arising out of or related to a contract or other relationship between the Electricity Supplier and a Customer of the Electricity Supplier."

Response: See revisions to Section 8 of Appendix B under paragraph two of Amendments to Appendix B incorporated by reference in Addendum No. 1.

14. Question: Will MSA agree to provide assurance of future performance if contractor has reasonable grounds to believe MSA's creditworthiness has become unsatisfactory?

Response: No. MSA is a unit of State government. If contractor is concerned about the State's overall creditworthiness it can examine the public records, including those available from the credit rating agencies.

15. Question: Does the MSA have any behind-the-meter generation?

Response: The Camden Yards Complex includes an ice vault for storage under parking lot A. The vault provides 13,600 ton hours of thermal storage. It is used as emergency backup and lag stage of cooling for the complex.

16. Question: Are suppliers required to submit bids for all pricing options?

Response: No.

17. Question: Regarding pricing in Appendix A-1, please confirm that the following charges are to be fixed price: (a) Transmission Enhancement Costs (a/k/a TEC or TEAC) to be included with Transmission (b) Auction Revenue Rights credits (ARRs) (c) Transmission Loss Credits aka Marginal Loss Collection (TLCs a/k/a MLO) d) Balancing Congestion Costs (BCC)

Response: Yes

18. Question: Would MSA be willing to provide a schedule of stadium events?

Response: No. The schedule of games is (a) not available until just prior to each season; (b) subject to change; and (c) the stadiums are used for events other than baseball or football scheduled throughout the year. *See Question 9 and Response.*

19. Question: When does MSA's fiscal year begin?

Response: The State of Maryland's fiscal year begins July 1 and ends June 30.

20. Question: Please confirm there is no Women, Minority, Veteran Owned, or Diverse Supplier requirement for this particular bid.

Response: There are no MBE, Disadvantaged Persons, Veteran, or Diverse Supplier requirements for this IFB.

21. Question: What documentation is required to satisfy "affirmative action compliance documentation" found in General Requirements on page 11?

Response: This may be deleted. It does not apply to State contracts with no federal funds.

22. Question: Could you please advise if Maryland Stadium Authority is under a contract through the State of MD Department of General Services?

Response: Yes. MSA delegated very limited authority to DGS for the contract that expires June 30, 2018. DGS does not have authority to enter into any new contracts, extensions or modifications on behalf of MSA beyond this date.

23. Question: With the requirement that the billing is provided in a utility consolidated bill, can you confirm that item 20 from Exhibit B would not apply as the 3rd party supplier does not have control over the utility bill?

Response: If the bill will be generated by BG&E and not the supplier, § 20 does not apply to the supplier. MSA will amend the Contract to clarify.

24. Question: Should dual billing be required in the future, would it be acceptable to not include the Contract Number and fed Tax ID on the invoice?

Response: See Question 23 and Response. Consolidated or dual billing is an option. If the contractor sends an invoice directly to MSA, the State Comptroller requires the invoice to include the contract number and contractor's tax identification number.

25. Question: Regarding Maryland's Offshore Wind Energy Act of 2013 (Chapter 3 of the Acts of 2013), this RPS carve out cannot be met as Maryland does not currently have any wind projects. Should a project be created which changes the required value, can suppliers address this value as a pass through? Can this value be excluded from the 5% (2 year) or 10% (3 year) change threshold amount?

Response: If a supplier is required to include the offshore wind energy production in the renewable portfolio during the contract term, the actual change in the unit cost of supply, if any, would be addressed under Contract Exhibit B. § 16 at the time.

26. Question: Regarding Bidder Minimum Qualifications - Financial Capacity: If supplier is not investment grade will supplier be allowed to participate if alternative financial information is provided (i.e. financial letter, etc.)?

Response: No. Investment grade is required for this contract.

27. Question: If an amount due is not paid by the payment due date, may interest accrue daily on the outstanding amount from the due date until the bill is paid in full at a rate of 0.75% per month, or the highest rate permitted by law, whichever is less?

Response: A lower rate than the maximum provided by law can be charged. See State Finance & Procurement Article § 15-104 for the date on which interest may begin to accrue and conditions for State payment.

28. Question: Supplier requests that the following sentence be added to Section 20(e) on page B-9: "However, Contractor reserves the right to adjust amounts previously invoiced based upon supplemental or additional data Contractor may receive from the BG&E. Invoices will be based on actual data provided by BG&E, provided that if Contractor does not receive actual data in a timely manner, Contractor will make a good faith estimate using Buyer's historical usage data and other information. Once Contractor receives actual data, Contractor will reconcile the estimated charges and adjust them as needed in subsequent invoices."

Response: No.

29. Question: Will MSA add the following language to the Contract?

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Response: No.