

INVITATION FOR BIDS FOR ELECTRIC SUPPLY SERVICE

ISSUED BY:

MARYLAND STADIUM AUTHORITY

MSA Project No. 18-078

Issue Date: Tuesday, May 1, 2018

Questions Due Date: Friday, May 11, 2018 by 5:00 PM (EPT)

Bid Forms Due Date: Wednesday, May 30, 2018 by 2:00 PM (EPT)

**Auction Date: Wednesday, June 6, 2018 commencing at 11:30 AM
(EPT)**

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BIDDER'S CHECKLIST

BIDDER'S CHECKLIST MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.

Form	Initial
1. Transmittal Letter (Section II.a.3(i))	_____
2. Minimum Qualifications Documentation (Section II.a.2)	_____
3. Completed Bid Proposal Affidavit (Appendix E)	_____
4. Completed Conflict of Interest Affidavit and Disclosure (Appendix G)	_____

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

INSTRUCTIONS TO BIDDERS

I. PURPOSE AND DESCRIPTION OF INVITATION TO BID (“IFB”)

The Maryland Stadium Authority (“the Authority” or “MSA”) is hereby inviting bids (“Bids”) from Maryland State Public Utility Commission (MD-PUC)-licensed electric suppliers (“Bidders”) for electric supply service (as defined in Appendix A). MSA’s account consists of one (1) Primary Voltage Service – Schedule P electric account (the “Account”) located in the Baltimore Gas & Electric (“BG&E”) utility service territory in Maryland.

Total annual energy consumption was approximately 31,000 Megawatt-hours (MWh) in 2017. Detailed information, including account number, service address, billing address, historic consumption data, and capacity and transmission obligation can be obtained per the instructions in Appendix C attached hereto. Bidders are required to submit Bids in accordance with the auction instructions in Appendix A attached hereto.

Service for the Account will begin on the Account’s June 2018 meter reading date. The term of service will be determined per the pricing option ultimately selected by MSA for the Account. All Bids submitted in response to this IFB shall be considered an offer to provide All Requirements Fixed Price Service (as defined in Appendix A), to the MSA Account.

Upon acceptance of a winning Bid, MSA will execute the contract attached hereto as Appendix B by 2:00 P.M. on the day that Bids are submitted. MSA reserves the right to reject all bids, conduct another auction, and not to award or enter into a contract.

I.a. Two-Phase Bid Process

This IFB consists of the following two phases:

- **Phase I: Required Documentation** – Required documents must be received at the MSA office no later than 2:00 P.M. Eastern Prevailing Time (“EPT”) on Wednesday, May 30, 2018 (the “Document Submission Date”). See Section II below - Submission of Bids - for instructions and required bid documents.
- **Phase II: Electronic Reverse Auction** – The electronic reverse auction (the “Auction”) will be conducted on June 6, 2018. The platform will open for bidding beginning at 11:30 A.M. EPT. Several pricing options will be auctioned (see Table contained in Appendix A for Pricing Options, as well as auction description and instructions).

Bidders must complete and submit all required documents (see Bidders Checklist) in order to participate in the Auction. Failure to submit the required documentation by the Document Submission Date deadline shall preclude participation in the Auction.

I.b. Definition of Pricing Options

Appendix A contains a detailed description of the pricing options, account categories, requirements, and duration for each pricing option.

I.c. Bid Inquiries

All questions must be received by Friday, May 11, 2018 by 5:00 PM EPT. All inquiries and correspondence relating to this IFB must be submitted via e-mail to John Samoryk, Vice President, Procurement at jsamoryk@mdstad.com with copy to Shawn Tejani at stejani@noresco.com. Responses to inquiries relating to this IFB shall be provided in the same manner as notices of modifications to the IFB set forth in section VII herein

I.d. Contractual and Pricing Requirements

MSA will utilize the Electric Supply Service Contract (the "Contract") in Appendix B attached hereto. By submitting a Bid in response to this IFB, a Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract. Any exceptions to this IFB or the Contract must be raised by the date and time which Bid inquiries are due on May 11, 2018 at 5:00 p.m. EPT. Changes to the solicitation, including any of the Bid Documents or Contract, made by the Bidder may result in Bid rejections. All costs to provide All Requirements Fixed Price Service to the Delivery Point, as defined in Appendix A, are to be included in the Bid Prices. It includes, but is not limited to, the following components: energy, capacity, transmission, ancillary services, all line losses, supplier margin, consultant fee, and any other applicable costs. MSA is tax exempt and a certificate will be provided per Appendix D. The Bid price must be the all-inclusive price for "Electric Supply" that appears in the BG&E bills. Bidders' pricing shall not include BG&E Electric Delivery and Taxes and Fees.

MSA's historic annual electric consumption is being furnished for informational purposes only, and may not be the actual All Requirements Service to be used by the MSA during the term of the Contract. **Bidders should secure and/or confirm consumption history and account requirements from BG&E's CDWeb.** The Contract is All Requirements Fixed Price load following, and payment will be only for energy delivered to the meter at Buyer's facility. Supplier shall be obligated to furnish all of the MSA's requirements during the term of the Contract at the Contract Price.

In submitting a Bid, the Bidder acknowledges that it waives any and all of its claims and causes of action against MSA and/or NORESKO, Incorporated, or any of their respective officers, directors, representatives, members, employees, principals, consultants, and agents, with respect to any representations made or information included in this IFB, amendments and clarifications thereto..

Consultant Fee Agreement

The MSA has retained NORESKO, LLC ("NORESKO") to assist in procuring Electric Supply Service. The Supplier must enter into a separate agreement with NORESKO to pay the Consultant Fee stated in Appendix A. **All Bid Prices must be inclusive of the Consultant Fee payable to NORESKO, LLC (please refer to Appendix A).**

II. SUBMISSION OF REQUIRED BID DOCUMENTS

II.a.1. Phase I Bidder Pre-Qualification: Due on the Document Submission Date:

Bidders must submit one (1) original and one (1) copy of their required Bid documents, which shall include the Bidder Minimum Qualification documentation (outlined below) and all required bid forms per the Bidder's Checklist on page 3 (collectively, the "Bid Package"). Bidders must initial and acknowledge their submittal of each required document using the form contained on page 3. All documents shall be executed by a person duly authorized to legally bind the Bidder (the "Authorized Representative").

The Bid Package must: (i) be marked as "2018 MSA Electric IFB Response" on the outside of the sealed envelope; (ii) indicate the name and address of the Bidder; and (iii) be submitted to the following address:

Mr. John Samoryk
Vice President, Procurement
The Warehouse at Camden Yards
333 W. Camden Street, Suite 500
Baltimore, MD 21201
O: 410.333.1560

All Bid Packages submitted by Bidders in response to this IFB must be sealed and received no later than the Document Submission Date (which again, is May 30, 2018 at 2:00 p.m. EPT). Required Bid documents may not be submitted via facsimile or electronic medium. Bid packages received before the Document Submission Date will not be opened until after 2:00 P.M. EPT on Wednesday, May 30, 2018.

Bid Packages received after the Document Submission Date will not be considered and will preclude participation in the Auction. The costs and expenses associated with the preparation of a Bid will be at the sole cost and expense of the Bidder. In no event will a Bidder have a claim against the MSA or NORESO or any of their respective officers, directors, representatives, members, employees, principals, respective staff, consultants, or agents, for reimbursement of any such costs or expenses.

MSA reserves the right to reject any and all Bids and not enter into the Contract with any Bidder. MSA also reserves the right to waive any informalities or omissions in any Bid.

Due to the critical nature of the electricity procured under this solicitation, the ability of the Bidder to adhere to the commitments made in this IFB is crucial. Bidders are required to submit the information described below so that MSA may make a determination of technical merits of a Bidder without requesting additional information from a Bidder. Failure to meet any of the following requirements will constitute a technically unacceptable offer. Each section of the Technical Proposal shall be separated by a tab as detailed below.

II.a.2. Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

1. Maryland License. Evidence that the Bidder is currently licensed by the Maryland Public Utility Commission to sell electric supply services.
2. PJM Membership. Evidence that the Bidders is an "Other Supplier" member of PJM.
3. Experience:
 - a. Bidder shall provide evidence that it has supplied electricity to customers with electricity usage characteristics comparable to MSA's Camden Yards campus. Information shall include at least two comparable sized customer(s).
 - b. Bidder shall provide the names and contact information for two large commercial customers that it supplies or has supplied within the most recent 24 month period.
 - c. Bidder shall provide the total number of customers and total load currently served in Maryland and in PJM.
4. Financial Capacity. Bidder shall present current evidence that it (or its parent) has an investment grade rating of its Senior Unsecured Debt from one of the three major rating agencies: BBB- or higher from S&P or Fitch, or Baa3 or higher from Moody's.
5. Disclosures:
 - a. All complaints or regulatory actions filed within the past three years.at the MD-PSC against Bidder in connection with providing Electric Supply Service
 - b. List and explain any lawsuits pending or ended, whether by judgment, settlement or other means, during the past three years.
 - c. Disclose any bankruptcy filing by Bidder.
 - d. Sources of, or plans to provide, the renewable energy that will be sold to the MSA per the Contract.
6. Completed IRS W-9 Form

II.a.3. Required Bid Submissions

Bidders shall include the following with their Bid:

(i) Transmittal Letter:

A Transmittal Letter shall accompany the Bid Package. The purpose of this letter is to transmit the Bid Package and acknowledge the receipt of any addenda. The Transmittal Letter commits the Bidder to the services and requirements as stated in this IFB and must be signed by an Authorized Representative. The Transmittal Letter shall include the following:

- name and address of the Bidder;
- name, title, e-mail address, and telephone number of primary contact for the Bidder;
- solicitation Title and Solicitation Number that the Bid is in response to;
- signature of Authorized Representative, typed name, and title of the individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder;
- acceptance of all terms and conditions of the IFB and Contract (Appendix B); and
- acknowledgement of all addenda, if any, to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included.

In addition, the Transmittal Letter shall indicate whether the Bidder is the subsidiary of another entity, and if so, whether all information submitted by the Bidder pertains exclusively to the Bidder. If not, the subsidiary Bidder shall include a guarantee of performance from its parent organization.

(ii) Minimum Qualifications Documentation:

The Bidder shall submit Minimum Qualifications documentation, as set forth in Section II.a.2 above.

(iii) Completed Required Attachments:

- Completed Bid/Proposal Affidavit (Appendix E)
- Completed Conflict of Interest Affidavit and Disclosure (Appendix G)

II.a.4. Documents Required upon Notice of Contract Award

- Executed Contract (Appendix B)
- Completed Contract Affidavit (Appendix F)

II.b. Phase II – Electronic Reverse Auction: Wednesday, June 6, 2018

Appendix A contains Instructions for Bidder Auction participation. Four pricing options will be auctioned. Each pricing option will be auctioned separately. The platform will be open at 11:30 A.M. (EPT) for bidding.

III. SCOPE OF WORK

The Supplier shall provide services pursuant to this IFB and consistent with the terms of the Contract. Generally, MSA will require the Supplier to provide All Requirements Fixed Price Service and any other services necessary to ensure the provision of Full Requirements Service to MSA facilities for the term selected by the MSA.

The winning Bidder(s) shall enroll and serve the account listed on Appendix C attached hereto. MSA requires consolidated billing by BG&E.

IV. EVALUATION CRITERIA

Bid Evaluation. All Bid Packages received by the Document Submission Date will be reviewed, accepted or rejected as indicated herein. In the review process, MSA may request additional technical assistance from any source.

The Bid Packages will be reviewed in two sequential steps. In the first step only “Technical Qualifications” of all bid packages will be reviewed, resulting in a bid evaluation classification of either “acceptable” or “non-acceptable.” Subsequently and at the announced time and date, “Bid Submissions” of those Bidders determined as “acceptable” will be accepted via the electronic reverse auction platform. The review of the Technical Qualifications will be as follows:

- Opening Technical Qualifications:

MSA will determine compliance or lack of compliance with the Bidder Minimum Qualifications. The Technical Qualifications contents review will classify each Bidder as “acceptable” or “non-acceptable”. To be qualified as “acceptable”, the Bidder shall:

Provide a response to all items included in the Bidder Minimum Qualifications (Section II.a.2). Bidder shall provide all of the requested qualifications in sufficient detail to enable MSA to confirm satisfaction of acceptableness for each item required for Bidder Minimum Qualifications. The Bidder shall also submit all mandatory affidavits (Section II.a.3(iii)).

- Review of Technical Qualifications:

MSA will evaluate the Qualifications submitted to determine if the Bidder is acceptable or un-acceptable. In making such a determination, MSA shall consider whether a Bidder has met the Minimum Qualifications set forth in this IFB. MSA

may meet with or otherwise contact any or all Bidders to identify deficiencies that must be corrected in order to meet the Technical Qualifications submittal. Those Bidders may be invited to submit supplemental information to correct the identified deficiencies. After evaluation of the initial and supplemental information, MSA shall determine whether the Bidder is acceptable or non-acceptable.

- Bid Submission:

Bid Submissions of the “acceptable” Bidders will be accepted, and the MSA will determine which Bidder(s) have the lowest bid price for the option selected by MSA in its sole discretion. MSA will not accept Bids from Bidders determined “non-acceptable” by MSA.

This IFB does not commit MSA to select any firm or supplier, to award any work, pay any costs in preparing a response, or procure or contract for any services. MSA reserves the right to accept or reject any or all Bids and submittals, or cancel or modify in part or its entirety this IFB, if MSA determines it is in its best interest to do so.

V. SELECTION PROCESS

Subject to MSA's right in its sole discretion to reject any and all Bids, the Contract shall be awarded to the lowest acceptable bidder for the product option selected by MSA in its sole discretion.

Before 4:00 P.M. EPT on Wednesday, June 6, 2018 the winning Bidder(s) (the “Supplier”) will be contacted by telephone by the MSA's Contract Administration Department and notified that it will be recommended by the Contract Administration Department for award of the Contract by MSA.

MSA is not obligated to enter into a Contract with any Bidder. In the event a Bid contains a non-material defect, MSA may, in its sole discretion, waive the non-material defect.

VI. GENERAL REQUIREMENTS

All quantities of All Requirements Fixed Price Service provided to MSA under the Contract shall be considered firm and guaranteed for delivery by the Supplier to the Delivery Point. The Supplier shall be liable for any losses incurred by MSA for the failure of Supplier to provide All Requirements Fix Price Service pursuant to the Contract and shall indemnify and hold harmless MSA and its Indemnified Persons (consisting of the MSA together with its officers, directors, members, representatives, employees, principals, consultants, and agents) and the State of Maryland from and against any and all losses relating to such failure.

Subsequent to the formal award of the Contract by MSA, the Supplier shall be required to execute and deliver the Contract to MSA no later than five days of receipt of such Contract.

As of the Contract Date, the Supplier shall be responsible for having MSA's

account enrolled with the utility and transferred to the Supplier for purposes of providing All Requirements Fixed Price Service beginning on the Commencement Date and ending on the Termination Date.

The Supplier shall provide MSA: (i) evidence of Commercial General liability insurance of at least \$1,000,000 combined single limit/\$2,000,000 Aggregate with an insurer that has a financial rating of A- (Excellent) or Higher and financial size of Class VII or Higher and; (ii) affirmative action compliance documentation.

VII. MODIFICATION OF INVITATION FOR BID

MSA reserves the right to modify this IFB by issuing addenda at any time before the Document Submission Date. Addenda will be numbered consecutively and will be distributed to all persons who have received the IFB. MSA shall also advertise notice of each addenda issued in accordance with the requirements of applicable law. Addenda will be issued by, or on behalf of, MSA and will constitute a part of this IFB. Each Bidder is required to acknowledge receipt of all addenda at the time of submission of its Bid Package. All responses to this IFB shall be prepared with full consideration of the addenda issued before the Document Submission Date.

VIII. MISCELLANEOUS

Brokers and/or Agents as Bid Respondents

Energy brokers or agents are invited to alert energy suppliers of this bidding opportunity. However, bid submissions must come directly from Maryland-licensed retail energy suppliers. The MSA will not accept more than one (1) bid submission from any Maryland-licensed retail energy supplier. If an award is made, the MSA will enter into a Contract directly with the licensed retail energy supplier in accordance with the terms of this IFB. *Note:* brokers or agents should be registered with the Maryland Public Utilities Commission as an Energy Agent, Energy Broker, Energy Consultant, and/or Private Aggregator, as appropriate.

APPENDIX A

PRODUCT DEFINITION, PRICING and AUCTION INSTRUCTIONS

The Auction will consist of one event with four (4) individual “tranches” for the electric account(s) in Maryland utility BG&E service territory, as set forth in the respective table below. The Auction will take place on Wednesday, June 6, 2018, commencing at 11:30 A.M. Eastern Prevailing Time. To participate in the Auction, Suppliers must follow the website log-in and bidding instructions that are provided below. Only qualified Bidders that have met the requirements of this Invitation For Bid, Section II, and are deemed “acceptable” will be provided with log-in access and be permitted to participate in this Auction.

For Auction purposes, each requested Pricing Option is referred to as an individual “tranche”. The Pricing Options and associated tranche numbers are presented in the table below. The MSA is requesting full requirements, all-inclusive fixed prices for 24-month and 36-month periods with a 25% Renewable option and a 100% Renewable option.

All bid prices must be held at least until 4:00 P.M. EPT on Wednesday, June 6, 2018.

Product Definition and Pricing Requirements

- The Authority is seeking pricing for a full-requirements, all-inclusive weighted average fixed electricity price per kWh for each pricing option. Pricing Options 1 and 2 are requiring at least 25% of the electricity supplied must be generated from a Green-e certified (or equivalent) renewable energy source. Pricing Options 3 and 4 require 100% of the electricity supplied must be generated from a Green-e certified (or equivalent) renewable energy source. The all-inclusive Fixed Price shall include the following supply components, as appropriate: energy, capacity, transmission, congestion, ancillary services, all losses, LMP adjustments, RMR, RPS charges, supplier margin, and consultant fee (see details below). **Please note that the MSA is tax exempt, so pricing should be exclusive of taxes.** Also, pricing should not include any utility distribution charges. No revised bids will be accepted following the close of the Auction.
- **Service period:** The start month for this Contract is June 2018. The BG&E-scheduled meter read date for the MSA’s main account is June 28, 2018. The table on the next page shows the service period duration associated with each pricing option.
- **Account:** Please refer to Appendix C for account listing.
- **Consultant Fee:** The following consultant fee, which will be payable to NORESCO LLC by the successful Supplier must be included with pricing:

Up to and including first 12 months: \$0.00025 per kWh

After first 12 months: \$0.00035 per kWh

APPENDIX A (cont.)

PRODUCT DEFINITION AND PRICING AUCTION INSTRUCTIONS

The table below presents a summary of the pricing options requested herein by the Authority, including their associated auction parameters:

<u>TRANCHE NUMBER</u>	<u>EDC</u>	<u>PRODUCT TYPE/ RENEWABLE %</u>	<u># OF ACCOUNTS</u>	<u>APPROXIMATE HISTORICAL ANNUAL CONSUMPTION (kWh)</u>	<u>SERVICE START</u>	<u>CONTRACT TERM</u>	<u>Opening Time of each Tranche</u>	<u>End of Regulation Time; Beginning of Auto Extension Period¹</u>
1	BG&E	Fixed Price – 25% Renewable	1	31,000,000	June 2018	24 months	11:30am	12:00pm
2	BG&E	Fixed Price – 25% Renewable	1	31,000,000	June 2018	36 months	11:30am	12:00pm
3	BG&E	Fixed Price – 100% Renewable	1	31,000,000	June 2018	24 months	11:30am	12:00pm
4	BG&E	Fixed Price – 100% Renewable	1	31,000,000	June 2018	36 months	11:30am	12:00pm

¹ *This auction will include an “Auto-Extension” feature. Any bid submitted in the last 2 minutes of the scheduled end time for any tranche within that event will cause the end time for all tranches within that event to extend by 2 minutes. For each event, this process will continue until no further bids are submitted.*

Auction Instructions:

The Procurex online auction platform will be utilized for bid pricing. Procurex supports the following browsers: Internet Explorer 10 or higher, Firefox 58 or higher, and Chrome 62 or higher.

From your web browser with an internet connection, access sourcingsystem.procurexinc.com: Click on 'Log In'.

1. Enter your email address and password. If you do not know or forgot your password, click
 - a. 'I forgot my password...' and follow the screens.
2. Once logged in, you will be on the Dashboard. See the auction link under Event Invitations (Pending Acceptance).

3. Click on the Event name ("Maryland Stadium Authority 2018").
4. Review the Auction details (items, terms, bidding date/time, parameters, etc.)
5. Select 'I have read and agreed to the Terms & Conditions and will participate in this Auction'.
6. Then click "Accept Terms & Continue".
7. Please note that you should reply to the event invitation at least three (3) days prior to the actual bidding time.
8. For Procurex software related questions, click 'Help' or call the help desk phone line at 1-866-412-7161 (toll free).

At the designated time that bidding begins in this Auction, follow these steps:

Log in to sourcingsystem.procurexinc.com .

1. If your auction is ready to go, you will find it on your Dashboard (Home Page) under Event invitations (Pending Acceptance). If you have already accepted the terms, you will find it under Upcoming Events (Accepted) or depending on the time you log in you may find it under Live Events.
2. Select the Event name shown above. When the bid time has arrived, the Bidding screen is activated.
3. Enter your bid in the 'Bid Price' area, click 'Preview Bid' to verify it, and finally, click 'Place Bid' to submit your bid price. Once a bid has been placed, you cannot increase your bid or delete bids already submitted. After you click 'Place Bid,' the Auction Status area will display your feedback. et/Not Met. This screen shows your bid feedback – View Lead/Not Lead and View Lowest Bid. The bidding screen also shows the time remaining and other Event status information.
4. The screen automatically refreshes every 30 seconds. You can refresh it manually by clicking the "Refresh" button at any time.
5. 'Automatic Extension' is a parameter for this Event, so any bid submitted in the last two (2) minutes of the scheduled end time will cause the end time to extend two (2) more minutes. This process will repeat until no additional 'late' bids are submitted.

Platform Instructional Demonstration:

To arrange for a platform demonstration and instructional session, please send a request via email to stejani@noresco.com.

APPENDIX B

Electric Supply Service Contract

THIS CONTRACT FOR THE PURCHASE AND SALE OF ELECTRIC SUPPLY SERVICE is made effective June_____, 2018 by and between _____("Contractor") and Maryland Stadium Authority ("Buyer"), per the terms of this Electric Supply Contract ("Contract").

1. Product. All Requirements Fixed Price Electric Supply-, as defined in Exhibit A, Confirmation.
2. Term: As defined in Exhibit A, Confirmation.
3. Delivery Point. The point of interconnection between PJM and BG&E (or "EDC").
4. Title Transfer. Contractor shall have good and marketable title to the electric supply to be delivered under the Electric Supply Service Contract and Confirmation.
5. Delivery to Buyer's Facilities. Delivery of electric supply from the Delivery Point to the Buyer's facilities shall be performed by BG&E subject to a separate service agreement.
6. Notice. Each party agrees to notify timely the other of any condition or circumstance that may affect delivery or consumption of electricity by Buyer at the addresses in Exhibit B, Sec. A.21.
7. Agency. Buyer appoints Contractor to act as Buyer's agent: 1) to obtain information about Buyer's EDC account to schedule, balance, settle, obtain meter readings and projected usage, and to perform all duties reasonably necessary to deliver Electric Supply Service to Buyer.
8. Consolidated Billing, Payment. BG&E shall be Contractor's billing agent and shall bill Buyer monthly for purchases made under this Contract.
9. Taxes. Contractor shall be responsible for all taxes assessed prior to the Delivery Point. Buyer shall be responsible for all taxes at the Delivery Point. Buyer is exempt from sales taxes on electric supply and has provided a valid tax exemption certificate to Contractor.
10. Tariffs and Regulations. This Contract is subject to (a) all applicable federal, state, and local laws, (b) all applicable federal and state rules and regulations, (c) Maryland Public Service Commission approved tariffs for BG&E and regulations for Electric Suppliers, and (d) Federal Energy Regulatory Commission-approved Open Access Transmission Tariff for transmission service providers.
11. Mandatory Contract Provisions. Exhibit B.
12. Miscellaneous
 - A. Force Majeure: Except for payments that are due, a force majeure event shall, upon notice, excuse the party claiming force majeure from performance during the event. In the event of force majeure, the party claiming force majeure shall use due diligence to restore its ability to meet its obligations under this Contract. Force Majeure includes those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming force majeure including, but not limited to acts of God, changes in government regulations, force majeure events affecting BG&E and transmission providers, any required or lawful action of BG&E or transmission providers that curtail or interrupt electric supply service, breakdown or malfunction of equipment, fire,

explosion, civil disturbance, strikes, sabotage, action or restraint by court order or governmental authority.

B. Authority: The undersigned represents and warrants that such undersigned has the contractual authority to bind the Contractor and Buyer, as appropriate.

C. Integration: This Contract and the Exhibits constitute the entire agreement between Contractor and Buyer. Other communications between the Contractor and Buyer prior to the execution of this Contract with reference to the subject matter of this Contract, whether written or oral, are superseded by the agreements contained herein.

D. Severability: If any part, term or provision of this Contract is held to be invalid, illegal, or unenforceable in any respect, such holding shall not affect or render void the remaining provisions of this Contract, and rights and obligations of the Buyer and Contractor shall be construed as if the Contract did not contain the part, term or provision that was held to be invalid, illegal, or unenforceable.

E. Waiver. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Contract, all remedies afforded in this Contract shall be construed as cumulative in addition to every other remedy provided here or by law.

F. Governing Law. This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13. Contract Documents. This Contract consists of the matters identified in this Section 13 ("**Contract Documents**"), all of which are part of this Contract as if fully set forth herein:

- A. This Contract consisting of pages 1 through 11 and all Appendices and Exhibits thereto.
- B. The Invitation for Bids For Electric Supply Service dated May 1, 2018 (the "IFB") and all Attachments and Addenda thereto.
- C. Bidder's Technical Proposal dated May____, 2018
- D. Contract Affidavit
- E. Bid dated June 6, 2018

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed by their authorized representatives as of the date first above written.

Contractor:

Name

Title

Signature

Date

Buyer:

Name

Title

Signature

Date

MARYLAND STADIUM AUTHORITY

Exhibit A - Confirmation

This Confirmation, Exhibit A to the Electric Supply Service Contract, confirms the transaction, product, and term for the electric supply service agreed to by and between Buyer and Contractor.

Dated: [_____]

Contractor: [_____]
Address: [_____]
[_____]
Contact: [_____]
Telephone: [_____]
Fax: [_____]
Email: [_____]

Buyer: Maryland Stadium Authority
Address: 333 W. Camden Street
Baltimore, MD
Contact: Phil Huston
Telephone: 410-333-1560
Fax: 410-333-1888
Email: Phutson@mdstad.com

Type of Transaction: All Requirements Fixed Price Electric Service

Type of Product: (Select one)

- _____ All Requirements Fixed Price to the Delivery Point includes energy, capacity, network integrated transmission, congestion, ancillary services, all losses, LMP adjustments, RMR, and 25% renewable energy Green-e certified in compliance with Maryland RPS requirements, and supplier margin.
- _____ All Requirements Fixed Price to the Delivery Point includes 100% renewable energy Green-e certified in compliance with Maryland RPS requirements, capacity, network integrated transmission, congestion, ancillary services, all losses, LMP adjustments, RMR, and supplier margin.

Contract Price: _____/kWh

Point of Delivery: BG&E

Contract Term: (Select one)

- _____ 24 Months Commencing on June 2018 meter reading date
- _____ 36 Months Commencing on June 2018 meter reading date

Account Number: 4099341000; Electric Choice ID: 4099318069

Billing: Consolidated Billing.

Account is Tax Exempt (a valid Sales & Use Tax Exemption Certificate is provided)

Service/Billing Address: 600 Eutaw Street, Baltimore, MD

IN WITNESS WHEREOF, the Parties hereto have caused this Confirmation to be duly executed by their authorized representatives as of the date first written above.

<u>CONTRACTOR</u>		<u>MARYLAND STADIUM AUTHORITY</u>	
Name	<hr/>	Name	<hr/>
Title	<hr/>	Title	<hr/>
Signature	<hr/>	Signature	<hr/>
Date	<hr/>	Date	<hr/>

Exhibit B

A. Additional Maryland State Provisions.

1. **Confidentiality.** Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor'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 this Contract, provided 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 this 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) which such party is required to disclose by law.

2. **Loss of Data.** In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer.

3. **Non-Hiring of Employees** No official or employee of the State of Maryland, as defined under 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 contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

4. **Disputes.** This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of notice of claim, but no later than the date of final payment under the Contract, the Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

5. **Nondiscrimination in Employment.** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial

supplies or raw materials; and (c) 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.

6. Contingent Fee Prohibition. The contractor, architect, or engineer (as applicable) 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 contractor, architect, or engineer, 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 contract.

7. 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 this Contract succeeding the first fiscal period, this 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 shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring expenses incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

8. Termination for Default. If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

9. Delays and Extensions of Time. The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or

suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

10. Suspension of Work. The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

11. Pre-Existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

12. Financial Disclosure. The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires 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, \$100,000 or more, shall within 30 days of the time when 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.

13. Political Contribution Disclosure. The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under 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.

14. Retention of Records. The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

15. Compliance with Laws. The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is a licensed Electricity Supplier as defined in Public Utilities Art. §1-101 (j)(1).

C. It is not in arrears with respect to the payment of any monies 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 Contract;

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

E. 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.

16. Price Certification. By submitting price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its proposal or offer. [If a change in law, adjudication, or regulation by a state or federal regulatory authority is the sole and direct cause of an increase in the cost of electricity, Contractor may submit proof of the financial effect of the change, adjudication, or regulation to the Procurement Officer. If the actual change in unit price is proved and quantified, the Procurement Officer shall pass through the proved amount of change [up to 5% of the initial unit price of electricity for the remaining term of a 24 month contract and up to 10% of the initial price of electricity for the remaining term of a 36 month contract]].

17. Subcontracting; Assignment. The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Exhibits A and B of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to its subcontractors.

18. Indemnification. The Contractor shall indemnify the State against liability for any claims, damages, loss, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract. The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall 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 the Contractor's performance under this Contract.

19. Administrative. The Contractor's obligation to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract shall survive expiration or termination of the Contract and continue in effect until such obligations are satisfied.

20. (a) Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

(b) Each invoice shall reflect the Contractor's federal tax identification number, which is ____.

(c) Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle I, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended are prohibited.

(d) Each invoice shall contain the Contract Number.

(e) Invoices may only be submitted monthly in accordance with the Billing Cycle for electricity delivered during the previous month.

21 .Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to MSA: Phil Hutson, Associate Vice President
Maryland Stadium Authority
The Warehouse at Camden Yards
333 West Camden Street, Suite 500
Baltimore, MD 21201-2435

With a copy to:
Cynthia Hahn, Principal Counsel
Office of the Attorney General
Maryland Stadium Authority
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202

[suppliers information to be added]

APPENDIX C

UTILITY ACCOUNT INFORMATION

All Requirements Fixed Price Service is to be provided to the account listed below, with a service start date on the June 2018 meter read date. This Appendix C shall become a part of the Electric Supply Service Agreement (Appendix B) to be entered into between the Authority and the winning bidder.

For each account identified herein, the following information will be provided under separate cover to bidders for use at their own discretion.

- Account information and historic demand and consumption data, including account number, Electric Choice ID number, historic capacity/PLC tags, service address, billing address, etc.
- Customer Usage Authorization Form will be provided upon request. Any fees associated with the collection of data will be the responsibility of the Bidder.

To receive an email with this information, please send a request via email to the following address:

Email address: stejani@noresco.com
Email subject: Maryland Stadium Authority 2018 electric data request

Please include contact information in email request. Bidders will be required to send a confirmation email upon receipt of electronic files.

The Table below presents the Authority's main account information for this bid:

ACCOUNT LIST & CONSUMPTION HISTORY						
Tranche	Facility	Utility	Rate	Delivery Address	Account No. / Electric Choice ID No.	Approx. Annual Consumption (kWh)
all	Camden Yards Sports Complex	BG&E	Primary Voltage Service - Schedule P	600 S Eutaw Street	Account: 4099341000 Electric Choice ID: 4099318069	31,000,000

APPENDIX D

TAX EXEMPTION CERTIFICATE

TO BE PROVIDED WITH EXECUTED CONTRACT

APPENDIX E

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: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH BID

APPENDIX F
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 MSA 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 MSA 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 \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, 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, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, 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.

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 Bid/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 _____, 2018, 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: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS FORM UPON NOTICE OF AWARD OF CONTRACT

APPENDIX G

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 Bidder/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 Bid/Proposal is made.

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

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

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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 Bidder/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