



**UNIVERSITY OF MARYLAND
BALTIMORE**

**COMPETITIVE SEALED PROPOSALS
REQUEST FOR PROPOSAL (RFP)**

FOR

**CURTAILMENT SERVICE PROVIDER
RFP #17-364 ML**

- Issued:** Friday, January 4, 2019
- Pre-Proposal Conference:** Thursday, January 17, 2019 at 10:00 a.m.
University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room # 02-101
220 Arch Street
Baltimore, MD 21201-1531
- Deadline for Questions:** Friday, January 25, 2019 by 5:00 p.m.
- Due Date for Proposals:** Thursday, February 7, 2019 by 2:00 p.m.
- Issued by:** University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room # 02-100
220 Arch Street
Baltimore, MD 21201-1531
Attn: Michael Lacey
410-706-1558 (voice)
410-706-8577 (fax)
- Deliver to:** Same as above
Building can be accessed during the hours
of 8:00 am to 5:00 pm, Monday through
Friday.

SPECIAL ACCESS: Anyone requiring special assistance in obtaining a copy of the solicitation, in attending a pre-proposal conference or in delivering a proposal are requested to contact the Buyer listed above at least 48 hours in advance.

CURTAILMENT SERVICE PROVIDER

RFP #17-364 ML

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CURTAILMENT SERVICE PROVIDER

SECTION I: SUMMARY INFORMATION

A. SUMMARY STATEMENT

The University of Maryland, Baltimore (herein called the “University” or “UMB”) intends to contract with a registered PJM Curtailment Services Provider to assist UMB in actively participating in PJM Demand Response Programs. The resulting contract will be for UMB and will be available for use by all the University of Maryland System (USM) campuses and facilities within the state of Maryland and by all State agencies within the State of Maryland. Use by other USM institutions and by Maryland state agencies will not be mandatory.

B. ISSUING OFFICE

Michael Lacey

University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street
Baltimore, Maryland 21201-1531
410-706-1558
Email address: mlacey@umaryland.edu

The sole point of contact in the University for purposes of this RFP is the issuing office. Any questions with regard to any aspect of this proposal must be directed to Michael Lacey in writing.

C. QUESTIONS AND INQUIRIES

Questions and inquiries should be directed to the individual referenced with the Issuing Office above. All such questions and inquiries must be received by the close of business **Friday, January 25, 2019**. Inquiries will receive a written reply. Copies of replies will also be posted on the University’s website: www.umaryland.edu/procurement/ebid-board.

D. DELIVERY OF PROPOSALS

Proposals must be delivered to:

The University of Maryland, Baltimore
Strategic Sourcing and Acquisition Services
Saratoga Street Offices
Level 02 Room 02-100
220 Arch Street

Baltimore, MD 21201-1531

E. PROPOSAL CLOSING DATE

In order to be considered, **the original and seven (7) copies** and one electronic version of each proposal on electronic storage (CD or flash drive) must arrive at the issuing office by **Thursday, February 7, 2019**, no later than 2:00 p.m. Vendors mailing proposals should allow sufficient mail delivery time to insure timely receipt by Strategic Sourcing and Acquisition Services. Vendors utilizing the U.S. Mail or similar methods which would not deliver directly to Room 02-100 of the Saratoga Street Offices are cautioned to allow sufficient time for the delivery to Room 02-100. Delivery of proposals to the campus mailroom or any location other than this office will NOT be considered “delivered” until they have physically arrived and have been clocked-in at Strategic Sourcing and Acquisition Services. Proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered. There will be no formal proposal opening.

F. ACCESS TO ISSUING OFFICE

The Saratoga Street Offices, which houses Strategic Sourcing and Acquisition Services, is accessible by the general public between the hours of 8:00 a.m. until 5:00 p.m. Monday through Friday with exception of legal holidays. There is a guard in the lobby area and vendors are required to sign in at the guard’s desk and gain permission to enter the Office Levels of the building. Office Level 2 (13th floor), where Strategic Sourcing and Acquisition Services is located is accessible to the public by two elevators located in the main lobby of the building. If you park in the Saratoga Street Garage and Office building, you must take the garage elevators down to the ground level and then enter the Lobby where the guard's desk is located and utilize the elevators located in the Lobby in order to ascend to the Office Level 2. Vendors must allow sufficient time in delivering replies to solicitations to insure timely receipt by the Issuing Office.

G. PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference held on **Thursday, January 17, 2019 at 10 a.m.** Attendance at the Pre-Proposal conference is not mandatory. The conference will be held at the University of Maryland, Baltimore, Strategic Sourcing and Acquisition Services, Saratoga Street Offices, Level 02, Room 02-101, 220 Arch Street, Baltimore, MD 21201-1531.

While attendance at the Pre-Proposal Conference is not mandatory, information presented may be very informative; therefore, all interested vendors are encouraged to attend in order to be able to better prepare acceptable proposals.

Appropriate auxiliary aids and services for qualified individuals with disabilities will be provided upon request. Please call Michael Lacey at (410-706-1558) with specific requests at least five (5) business days prior to conference.

H. DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual agreement between the vendor and the University.

I. TERM OF CONTRACT

The contract shall be for a period of ten (10) years with the anticipated starting day of May 1, 2019 through April 30, 2029. Renewal options do not apply.

J. EVALUATION OF OFFERS

A contract award will be made to the responsible offeror(s) whose proposal best meets the needs of the University as determined by the Procurement Officer. All proposals will be evaluated by an University evaluation committee. After considering the factors set forth in this RFP, the committee will make recommendations for the award of the contract to the vendor(s) whose proposal is/are determined to be the most advantageous to the University.

K. PROPOSAL ACCEPTANCE

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award or no award at all. Offerors judged by the procurement officer not to be responsible or offerors whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.

L. FORMATION OF AGREEMENT/CONTRACT OR ISSUANCE OF PURCHASE ORDER

The Contract to be entered into as a result of this RFP (the “Contract”) shall be by and between the offeror as contractor and the University in the form of a University **Contract** and shall contain the provisions included herein as Appendix C (Service Contract) as well as any additional terms required by the University of Maryland, Baltimore or the State of Maryland. By submitting an offer, the Contractor warrants that they have reviewed Appendix C (Services) and will execute a contract on that form upon request by University of Maryland, Baltimore.

M. PROPOSAL AFFIDAVIT AND CERTIFICATIONS

State procurement regulations require that proposals contain certifications regarding non-collusion, debarment, cost and price, etc. The affidavit form, which should be completed

by all respondents and returned with their respective responses, is included as Appendix B of the RFP.

N. CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Offerors must complete, sign and return the Certification Regarding Investment Activities in Iran with their solicitation response, which is found in Appendix A. Companies appearing on the Investment Activities In Iran list are ineligible for award.

O. ELIGIBILITY TO PURCHASE

The pricing, terms and conditions of any successful offeror's proposal and any contract that results from this RFP may be made available to other agencies for cooperative procurements. By submitting a proposal, the contractor agrees to extend the proposal price structure and discounts to all University System of Maryland campuses and facilities within the State of Maryland, and any other educational institution in the State of Maryland.

All purchases under this contract by any entity which is not a unit or agency of the State of Maryland (1) shall constitute a purchase or contract between the Contractor and that entity only, (2) shall not constitute a purchase or contract of the State of Maryland, (3) shall not be binding or enforceable against the State of Maryland or any of its units or agencies, and (4) may be subject to other terms and conditions agreed to by the Contractor and the purchases. Contractor bears the risk of determining whether or not any entity from which the Contractor receives an order under the Contract is a unit or agency of the State of Maryland such that the contract may be enforced against the State of Maryland.

END OF SECTION I

CURTAILMENT SERVICES PROVIDER

SECTION II: GENERAL INFORMATION FOR VENDORS

A. PURPOSE

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the requirements for a Curtailment Services Provider described herein. Proposals will be received for the items/services specified herein or attached hereto under the terms, conditions and general specifications of this proposal.

B. GENERAL INFORMATION FOR VENDORS

1. Proposals must be made in the official name of the firm or individual under whom business is conducted (showing official business address) and must be signed by a duly authorized person.
2. Each offeror must furnish all information required by the proposal request. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent of the corporation must be accompanied by evidence of their authority.
3. This Request for Proposals creates no obligation on the part of the University to award the contract or to compensate offerors for proposal preparation expenses.
4. The University reserves the right to award a contract based upon the proposals received without further negotiations. Vendors should therefore not rely on having a chance during negotiations to change their offer.
5. Before the award of a contract, University of Maryland, Baltimore may require the offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

C. ADDENDA / AMENDMENT TO THE RFP

If it becomes necessary to revise any part of the RFP, addenda/amendments will be posted to the eBid Board at www.umaryland.edu/procurement/ebid-board. It remains the responsibility of prospective Offerors to check the website frequently until the proposal due date for any addenda/amendments issued prior to the submission of Proposals. Addenda/amendments made after the due date of for proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

An acknowledgement of the receipt of all amendments and addenda issued before the proposal due date shall be required from all vendors submitting a proposal.

D. CANCELLATION OF THE RFP

The University may cancel this RFP, in whole or in part, at any time.

E. ORAL PRESENTATION

Vendors who submit proposals may be required to make individual presentations to University representatives in order to clarify their proposals.

F. INCURRED EXPENSES

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal, delivery of or return of representative samples (if applicable).

G. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's offer to meet the requirements of the RFP.

H. ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the firm accepts the terms and conditions set forth in this RFP.

I. PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by the USM Procurement Policies and Procedures and the State Finance and Procurement Article of the Annotated Code of Maryland and by State Procurement Regulations, Code of Maryland Regulations Title 21, as applicable.

J. MULTIPLE PROPOSALS

Vendors may not submit more than one proposal.

K. ALTERNATE SOLUTION PROPOSALS

Vendors may not submit an alternate to the solution given in this RFP.

L. CONTRACTOR RESPONSIBILITIES

The University shall enter into contractual agreement with the selected offering vendor(s) only. The selected vendor(s) shall be responsible for all products and/or services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to the proposal shall be included. The University's intent is not to direct the use of any particular vendor, however, the

vendor will not contract with any such proposed person or entity to whom the University has a reasonable objection. Notification of such objection will be made by the University within 15 days of contract. The vendor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them.

M. PUBLIC INFORMATION ACT

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the University under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.

Vendors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret (it IS NOT sufficient to preface your proposal with a proprietary statement). Failure to comply may result in rejection of your proposal.

N. MINORITY BUSINESS ENTERPRISE NOTICES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice.

O. ARREARAGES

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the contract if selected for contract award.

P. TAXES

The University of Maryland, Baltimore is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and the District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, Contractor shall pay the Maryland Sales tax and the exemption does not apply.

Q. RFP RESPONSE MATERIALS

All written materials submitted in response to this RFP become the property of the University and may be appended to any formal documentation, which would further

define or expand the contractual relationship between the University and the successful vendor(s).

R. PROPOSAL SECURITY

Not applicable.

S. DEBRIEFING OF UNSUCCESSFUL OFFERORS

Unsuccessful proposers may request a debriefing. If the proposer chooses to do so, the request must be submitted in writing to the Procurement Officer within ten days after the proposer knew, or should have known its proposal was unsuccessful. Debriefings shall be limited to discussion of the specific proposer's proposal only and not include a discussion of a competing offeror's proposal. Debriefings shall be conducted at the earliest feasible time.

The debriefing may include information on areas in which the unsuccessful proposer's proposal was deemed weak or insufficient. The debriefing may NOT include discussion or dissemination of the thoughts, notes or ranking from an individual evaluation committee member. A summarization of the procurement officer's rationale for the selection may be given.

T. MARYLAND PUBLIC ETHICS LAW, TITLE 5

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per §5-502 of the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland.

If the bidder/offeror has any questions concerning application of the State Ethics law to the bidder/offeror's participation in this procurement, it is incumbent upon the bidder/offeror to see advice from the State Ethics Commission; Office of the Executive Director, 9 State Circle, Suite 200, Annapolis, MD 21401, 410-974-2068 or toll free 1-877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the bidder/offeror to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

U. **HIPAA**

Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

END OF SECTION II

CURTAILMENT SERVICE PROVIDER

SECTION III: TECHNICAL REQUIREMENTS & SPECIFICATIONS

A. **BACKGROUND**

The University of Maryland, Baltimore (UMB) intends to contract with a Curtailment Service Provider to represent the interests of the University campus to PJM Interconnection. The purpose of acquiring representation is to allow maximum utilization of all PJM Demand Response Programs.

The University of Maryland, Baltimore is the state of Maryland's public academic health and law University dedicated to professional and graduate education, research, patient care, and public service. UMB is comprised of the six professional schools – the Baltimore College of Dental Surgery, the School of Law, the School of Medicine, the School of Nursing, the School of Pharmacy and the School of Social Work – and an interdisciplinary graduate school – the University of Maryland Graduate School Baltimore (UMGSB). UMB is the only institution of higher education in the United States with this exact constellation of schools and programs.

The University of Maryland, Baltimore sits adjacent to the Greater Baltimore Downtown Inner Harbor Area. A Campus comprised of Professional Schools and Medical Research Facilities with ever growing space and programs. In FY16, UMB consumed approximately 134,500 MWh of electric (peak demand of 28.8MW).

Additional information about the University of Maryland, Baltimore can be accessed via the web at <http://www.umaryland.edu>.

B. **SCOPE OF PROJECT**

This RFP is for a Curtailment Service Provider (CSP) to administer the PJM Demand Response Program(s) for the University of Maryland. The CSP will be responsible for assisting the University with determining all possible load-shifting options as well as coordinating and executing all possible program activities with PJM.

This RFP outlines the CSP's responsibilities and qualifications. A PJM CSP will provide UMB with services including automating the gathering of meter data required for PJM Market participation.

The CSP will provide meter data via e-mail to PJM for verification of load curtailments and PJM will use the meter data provided by the CSP within sixty calendar days of an event. The hourly meter data will be verified by the CSP within ten business days to verify load curtailments at UMB.

One of the primary drivers of verifying load curtailment is based on the hourly meter data at the site. The successful bidder will develop a methodology to automate the gathering of meter data required for demand resources to participate in programs or markets.

The objective is to provide interval meter data from UMB to the PJM Curtailment Service Provider in order for the system operator to verify the data that was collected for each UMB load drop.

The contract shall be for a period of ten (10) years with the anticipated starting day of May 1, 2019 through April 30, 2029. The contract is for ten years for the full Scope of Work as outlined below.

Scope of Work (May 1, 2019 until April 30, 2029)

1. Maintain full PJM membership and PJM Curtailment Service Provider registration.
2. Maintain awareness of PJM program opportunities.
3. Attend PJM Demand Response Working Group Meetings. Make available and forward updates from meetings to ensure the University is continuously aware of the latest proposals or potential changes.
4. Enable participation in all PJM markets and programs including, but not limited to, Capacity (Capacity Performance, Energy Efficiency); Energy (Economic Day-Ahead (DA) and Economic Real-Time (RT)); Ancillary Services (Synchronized Reserve, Regulation), etc.
5. Provide a 24/7/365 CSP Operations Center to execute and settle UMB's market transactions.
6. Provide customer web site for self-scheduling participation in Economic, Synch Reserve (and any other) programs; review hourly price histories and forecasts; and receive an update on all balances in customer account.
7. Provide a "shadow settlement" service in which projected payments are shown based upon recent, unsettled activity.
8. All CSP procedures for customer enrollment and calculations used for Customer Nominated Capacity and Load Management Revenue must comply with all applicable PJM and FERC Electric Tariffs and/or as directed in the PJM Manuals. Any deviation from the PJM and FERC Tariffs and/or PJM Manuals must be brought to UMB's attention.
9. Provide web site with the ability for the customer to quickly view their current 24-hour baseline profile with overlays of real-time market Locational Marginal Pricing (LMP) (i.e. with the option to show either 5-minute or hourly LMP pricing).
10. Economic Program – Post on customer web site and provide automated email service that advises customer of the hourly Day-Ahead (DA) market prices for the upcoming business day. Maintain minimum 48-hour Real-Time (RT) market hourly price history of customers' zonal LMP.
11. Provide automated real-time monitoring of 5-minute and hourly LMP data and allow customer the option to set pricing thresholds via on-line web access and

- receive alerts via email/text/voice mail.
12. Peak Load Contribution (PLC) Predictor and Peak-Shaving - Monitor PJM grid demand and provide remote alarming capability via email, text and/or voice mail to alert customers of potential PLC days. Provide capability to detect and notify customers a minimum 24 hours in advance of PLC day. Enable customers to use CSP web site for scheduling PLC management/peak shaving events. Provide web site support for customer PLC management activities without additional fees/charges.
 13. Assist the University with forecasting the most opportunistic days to perform load-shifting. Provide forecasted "day-ahead" peak load data to assist with determining whether to participate and how much resources should be committed for the day.
 14. Analyze building capabilities and grid opportunities. Assist the University with seeking additional revenue and savings opportunities.
 15. Collaborate on strategies for shifting building loads. Recommend improvements for load shifting strategies to capture additional benefits.
 16. For most program events, the University will only require electronic notification via email or other media. For some events (e.g. evening and weekend participation in the Spinning or Synchronized Reserve program), the University may require the CSP to provide the hardware and/or software necessary for remotely interfacing with the University's automation system.
 17. The University retains exclusive control of building system operations.
 18. Develop a read only methodology of a turnkey system for gathering end-user meter data.
 19. When necessary, collect one-minute interval data on the metering that is or will be put in place.
 20. Provide a turnkey solution that includes installation of meters if necessary.
 21. CSP will be available on a 365/24/7 basis with redundant measures to assure availability and a comprehensive business continuity plan.
 22. Retrieve data from a wide range of meters from different vendors. CSP must provide for data collection, validation, editing, reporting, graphing, aggregation, and exporting.
 23. Determine savings from an analysis of energy consumption through a rate engine and comparison of costs.
 24. No more than 48 hours shall pass between daily event and UMB's account being updated with the additional "pending" PJM payments.
 25. Submit settlement data to PJM in no less than 48 hours.
 26. Upon receiving monthly payment from PJM, the CSP shall submit payment to customer within 10 calendar days.
 27. Must be capable of supporting and submitting all PJM Demand Response Programs without the need for bilateral exchanges with 3rd-party suppliers.

C. **STATEMENT OF APPROACH**

A description of the specific services required, as well as additional responsibilities and duties, are detailed below. For each service listed, provide a brief description on **how** your firm will handle each of these tasks. Please limit your response to a

maximum of 1 page per item. (Refer to Section V, Information Required in Vendor Proposals, Item C.1, Statement of Approach, Page 24, for more details in submitting this information.)

1. Maintain full PJM membership and PJM Curtailment Service Provider registration.
2. Maintain awareness of PJM program opportunities.
3. Attend PJM Demand Response Working Group Meetings. Make available and forward updates from meetings to ensure the University is continuously aware of the latest proposals or potential changes.
4. Enable participation in all PJM markets and programs including, but not limited to, Capacity (Capacity Performance, Energy Efficiency); Energy (Economic Day-Ahead (DA) and Economic Real-Time (RT)); Ancillary Services (Synchronized Reserve, Regulation), etc.
5. Manage all of their commercial, administrative and technical interactions.
6. Help locate all demand response opportunities.
7. Aggregate demand response that is below 100 kW per building site into one total response.
8. Aggregate multiple customer meters for developing the Customer Base Line (CBL).
9. Pay the University based on the PJM payment scheduled for all programs participated in and depending on the offering, acceptance of bid and execution.

D. TECHNICAL REQUIREMENTS

Each proposal shall contain, at a minimum, the following information: **(Refer to Section V, Information Required in Vendor Proposals, Item C, Volume I Technical, Page 23, for more details in submitting this information.)**

1. Provide an organizational chart of the proposed Curtailment Service Provider (CSP) inclusive of the Key Persons' Name and Role. As indicated below, the CSP is to include the following: Account Manager, Account Analyst, Mechanical / Electrical Systems Analyst and Digital Systems Technician.
2. Provide a brief explanation as to why each key person was selected for the proposed CSP (limit of 2 pages).
3. Submit resumes and experience for each key team member as noted below and confirm his/her role, area of expertise, similar/relevant project experience, and basis for selection. Please use the position titles noted below in designating each person's role per the definitions noted for each. Specifically, the proposing CSP is to submit those individuals the University would be directly working with should your CSP be selected.

- **Account Manager:** Senior level position from prime/proposing CSP firm (such as Vice President) who will oversee the work from an executive level and to whom the Account Analyst directly reports.
- **Account Analyst:** Professional from the prime/proposing CSP who is responsible for the management of the curtailment programs and completion of curtailment settlements.
- **Mechanical/Electrical Systems Analyst:** Professional(s) responsible for determining and recommending various HVAC mechanical/electrical scenarios for implementation of curtailment opportunities.
- **Digital System Technician:** Professional responsible for assisting University in data management, collection, storage and processing to achieve fast responses during submission and settlements of PJM programs.

Note: These key personnel must be direct employees of the applicable CSP firm.

4. By submitting the names for consideration under this Key Personnel Section, the prime/proposer CSP is committing these people to the University for this project's duration if awarded the project. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by the University's Procurement Office.
5. Submit three (3) projects that are similar or relevant to University academic projects as indicated below. All projects submitted under this category must be a maximum of three (3) years old based on the project completion date with higher consideration given to projects less than one (1) years old. The project submission shall include the following:
 - Project Name and Location;
 - Project Owner, Contact Person and Telephone Number;
 - Curtailment Project Start Date, Curtailment Project Completion Date;
 - PJM Settlement Amount;
 - CSP Settlement Percentage (i.e. settled amount vs. submitted amount);
 - Brief Project Description;
 - Key People who were involved in the project;
 - Project Setting (i.e. University, commercial, industrial, etc.);
 - Similarities of the submitted project to the type of work to be done under the University's CSP Contract.
6. Areas of Industry Involvement and Participation are to be submitted by the prime/proposing CSP firm in which key personnel of the CSP firm is engaged

on a normal basis. Such areas noted below as well as the following items are be considered:

- PJM Demand Response Committee
 - PJM Members Committee
 - PJM Market Incentive Committee
 - Association of Energy Engineers
 - International Facility Management Association (IFMA)
 - Building Owners and Managers Association (BOMA)
 - Mid-Atlantic Distributed Resources Initiative (MADRI)
 - Various National Power Associations
7. Provide a narrative to elaborate on the special/unique qualifications and/or experiences of the prime/proposed CSP that make it uniquely capable to provide CSP services on the University to allow participation in PJM programs. Special firm and/or individual expertise is to be included.
8. Provide a detailed, but concise, overall description as to how the award of this contract will benefit the economy of the State of Maryland if your firm is the successful CSP. Such information is to include, but are not limited to, (i) CSP members who are Maryland firms and (ii) number of employees in each CSP member firm who are Maryland residents.
9. Provide the following CSP firm references by completing the **Firm Reference Form** (see Attachment A of the CSP Solicitation Document for this form):
- Provide three (3) firm references based on the five (5) submitted projects.
 - Such references are to be from different projects; that is, only one reference per project is allowed. At least one (1) reference must be from outside the University of Maryland, Baltimore.
 - The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available. As well, the University may use itself as a reference even if not given by the Proposer.
 - Please be sure that accurate information is provided and that the contact person is capable of speaking to a firm's and/or key person's capability in performing the services required. References will be held in the strictest of confidence.

E. INSURANCE (i.e. Commercial, General Liability, and Worker's Compensation, Automobile and Professional Liability).

1. a. The contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the procurement officer; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required by the subcontract has been obtained and approved by the contractor and

University of Maryland, Baltimore. Approval of insurance required of the contractor and subcontractors for the University will be granted only after submission to the University of original certificates of insurance signed by an authorized representative of the insurers or, alternately, at the University's request, certified copies of the required insurance policies.

- b. The Contractor shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers Compensation and Professional Liability insurance, in the same manner, including the additional insured requirements in paragraph E.1.e., as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the University immediately upon request.
- c. All insurance policies required hereunder shall be endorsed to include the following provision; "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until forty-five (45) days prior written notice has been given to the University."
- d. No acceptance and/or approval of any insurance by University of Maryland, Baltimore shall be construed as relieving or excusing the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon either or both of them by the provision of the Contract Documents.
- e. NAMED ADDITIONAL INSURED – The University of Maryland, Baltimore and the State of Maryland (including their elected or appointed officials, agents and employees) are to be named as additional insured under all coverages **except Workers Compensation**, and the certificates of insurance (or the certified policies, if requested) must so indicate through inclusion of appropriate endorsement. **Coverage afforded under this paragraph shall be primary to any other insurance of self-insurance, whether or not such other insurance or self-insurance is stated as primary, excess or contingent, as respects the above additional insured, their elected and appointed officials, agents and employees.**
- f. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of receipt of written notice at any time during the contract term, the University shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the University for the entire additional cost of procuring substitute

performance and the cost of performing the incomplete portion of the Contract at time of termination.

- g. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering service exclusion that would preclude University of Maryland, Baltimore or participation institutions from supervising or inspecting the operations of the contractors as the end result.
- h. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of agents or subcontractors and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor shall be as fully responsible to the University for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

- i. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to University. The insurers must have a policyholders' rating "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.
- j. UMB will consider deductibles or self-insured retention as part of its review of the financial stability of the bidder. Any deductibles or self-insured retention shall be disclosed in the Contractor's proposal and shall be assumed by the Contractor.

2. The Contractor shall purchase the following insurance coverages:

- a. **Commercial General Liability Insurance** or its equivalent, for bodily injury, personal injury and property damage, including loss of use. It is preferred that coverage be provided on an "occurrence" basis. If "claims made" forms are submitted, the requirements noted in section E.5 must be met. Such Commercial General Liability policy shall include the following extensions:
 - i. It is preferred that the general aggregate limit applies separately to this project:
 - ii. Premises/Operations:
 - iii. Actions of Independent Contractors:

- iv. Products/completed Operations to be maintained for two (2) years after completion of the contract.
 - v. Contractual Liability including protecting for the Contractor for claims arising out of liability assumed under this contract.
 - vi. Personal injury liability including coverage for offenses related to employment, and for offenses assumed under this contract (delete any standard employment and contractual exclusions if contained in the personal injury coverage section):
- b. **Business Automobile Liability**, which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance or use of any owned, hired or non-owned motor vehicles, uninsured motorist's insurance and automobile contractual liability.

NOTE: INSURANCE MUST BE ON A PRIMARY BASIS.
 CONTRACTUAL REQUIREMENTS MUST BE CLEARLY
 INDICATED ON CERTIFICATE OR BY ENDORSEMENTS.

- c. **Workers Compensation** – statutory benefits are required by Maryland law or other laws as required by labor union agreements, including standard Other States coverage; Employers Liability coverage.
3. The coverage listed in Section III, E.2.a., b., and c. (above) shall be written for not less than the following limits of liability. **Limits can be furnished by a combination of primary and excess (umbrella) policies.**
- a. Commercial General Liability Insurance including all extensions –
 - \$2,000,000 each occurrence;
 - \$2,000,000 personal injury;
 - \$2,000,000 products/completed operations;
 - \$2,000,000 general aggregated
 - b. Business Automobile Liability -
 - \$2,000,000 each accident
 - c. Workers Compensation insurance – statutory requirements.
 Employer's liability insurance - \$1,000,000 each accidental injury; and
 \$1,000,000 policy limit for disease.
4. **Tort-Claim Act** – It is agreed that the contractor and its insurers will not raise or use, in the adjustment of claims or in the defense of suits against any participating USM institution, any immunity of the insured from tort liability,

(including Maryland Tort Claim Act), including any limitation of liability, unless requested by any participating institution.

5. **NOTE:** If insurance required in terms 2.a.iv. and v. above has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described above remain the same. The Contractor must either:
1. Agree to provide certificates of insurance evidencing the above coverages for a period of three (3) years after final payment for the contract. Such certificates shall evidence a retroactive date no later than the beginning of the Contractor’s or Subcontractor’s work under this contract, or
 2. Purchase an extended (minimum three (3) years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself, and
 3. The “retroactive date” must be effective prior to the inception of the work under this contract, and
 4. No “sunset” clauses shall apply.

A CERTIFICATION FROM AN AUTHORIZED BROKER OR AGENT THAT ALL REQUESTED COVERAGES ARE AVAILABLE AND WILL BE PROVIDED WITH THE PROPOSAL.

END OF SECTION III

CURTAILMENT SERVICE PROVIDER

SECTION IV. EVALUATION AND SELECTION PROCEDURES

A. EVALUATION AND SELECTION COMMITTEE

All vendors' proposals received by the closing deadline will be evaluated. The Procurement Officer shall establish an Evaluation and Selection Committee to review and rate the proposals. The Committee shall be composed of representatives appointed by the Procurement Officer. The Committee may request additional technical assistance from any source.

B. EVALUATION PROCEDURE

Qualifying Proposals – The Committee shall first review each proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any mandatory requirement will disqualify a vendor's proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so. Any alternate solution proposal submitted (if permitted by this document) must be complete and will be subject to a full and independent evaluation. In addition, the vendor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP. Each section of the proposal will be scored according to the criteria listed below.

1. Organizational Chart
2. Statement of Approach
3. Key Personnel & Reference
4. Firm Experience & Reference
5. Company Profile

C. TECHNICAL EVALUATION

C.1 Initial Technical Evaluation:

An evaluation of the Technical Proposals will be conducted by the University's Selection and Evaluation Committee. Technical scores will be normalized. Those proposals not considered "to be reasonably susceptible of being selected for award" may be rejected after evaluation of the Initial Technical Proposals and will not progress further in the procurement. Proposers must achieve a minimum technical score of 80% of the total points available for the technical evaluation in order to be considered for further evaluation.

Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the State's best interest.

C.2 Second Phase Technical Evaluation – Oral Presentation:

C.2.1 Oral Presentation:

Only those firms whose technical proposals achieve the required, minimum or better technical score in the Initial Technical Evaluation, will then be asked to attend an individual **Oral Presentation** (in a round table discussion format) at the University.

The date and time of the Oral Presentation will be set by the University upon completion of the evaluation of the Technical Qualification Proposals. These sessions are anticipated to be on **March 13, 2019 and March 14, 2019**. Proposers are advised to set this date aside in its entirety on the calendar of all Key Personnel (and any other personnel whose attendance is deemed essential by the Proposer). The actual date will be verified by addendum sent to the applicable proposers at the time it is requested, however, the University is not anticipating a change to the date noted above.

The purposes of the Oral Presentation are as follows:

- To allow the University to meet the Proposer's Account Manager, Account Analyst, and Mechanical/Electrical Systems Analyst as well as, other key people;
- To discuss the Proposer's Account Manager, Account Analyst, and Mechanical/Electrical Systems Analyst proposed approach to the contract and services; and,
- To Provide an opportunity to clarify the scope of services for this contract.

C.2.2 Second Phase Technical – Evaluation:

Based on the Oral Presentations, a **Second Phase Technical Evaluation** will be conducted. The order of importance of the technical criteria will remain the same; that is, the order of importance will remain as follows: 1) Organizational Chart 2) Statement of Approach 3) Key Personnel/References; 4) Experience/References; 5) Subcontractors & Reference; and 6) Company Profile.

In the Second Phase Technical Evaluation the following categories: Statement of Approach; Key Personnel; and Experience only will be re-scored based on the Oral Presentation. The scores for the remaining categories of: Organizational Chart and Company Profile will be brought forward from the initial technical evaluation. References for the categories: Key Personnel, and Firm Experience will be incorporated during this phase of the evaluation process. The order of importance of the technical criteria will remain the same. Proposers must maintain a **minimum technical score of 80% or better** of the available technical points in order to advance in the procurement. Upon completion of the second phase technical evaluation, all proposers will be notified as to the results of the second phase technical evaluation of his/her firm's technical proposal.

C.3 Price Proposal Evaluation:

Upon completion of the Second Phase Technical Evaluation, only those firms whose technical proposals achieved the minimum or better required score will be requested via an addendum to submit a Price Proposal. The due date and time for price proposals is anticipated to be **Wednesday, April 3, 2019 at 2:00 p.m.** One original and two (2) copies of the Price Proposal are to be submitted in a sealed envelope. The envelope shall have the Proposer's name; the RFP name and RFP number prominently displayed, together with the words, "PRICE PROPOSAL."

Price Proposals will be opened privately. The price quoted will reflect the CSP's commission/fee based on a percentage of the PJM settlement.

The University will establish a financial ranking of the proposals, from lowest to highest.

D. FINAL RANKING AND SELECTION

If a numeric scoring system is used, the resulting scores from the technical and financial evaluation of proposals will be used as a guide in determining the successful offeror(s). The Evaluation and Selection Committee will choose from among the highest rated proposals which will best serve the interests of the University in accordance with the University System of Maryland Procurement Policies and Procedures in its recommendation of award to the Procurement Officer. Technical merit will be given greater weight than cost.

END OF SECTION IV

CURTAILMENT SERVICE PROVIDER

SECTION V. INFORMATION REQUIRED IN VENDOR PROPOSALS

A. TRANSMITTAL LETTER

A transmittal letter shall accompany the Technical Proposal.

A transmittal letter must be prepared on the vendor's business stationery. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

The Transmittal should include the following:

- Name and address of the Bidder;
- Name, title, email address and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number;
- Bidder's MBE certification number (if applicable);
- Any information which is claimed to be confidential is to be noted by reference and included in the Transmittal Letter. Each page that is confidential or proprietary must also be marked.

B. TWO VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals is to be conducted before the Price Proposals are requested of Proposers. Consequently, each proposal must be submitted as two separate enclosures as indicated below. Failure to do so may constitute disqualification of a vendor's proposal.

C. VOLUME I – TECHNICAL

This volume should be prepared in a clear and precise manner. It should address all appropriate points of this RFP **except** financial information. This volume consists of and must contain the following sections:

1. Organizational Chart
2. Statement of Approach
3. Key Personnel & Reference
4. Firm Experience & Reference

5. Company Profile
6. Bid Proposal/Affidavit
7. Acknowledgement of Receipt of Addenda

C.1 Statement of Approach:

The Proposer must indicate **an ability to meet each requirement of the scope of work** and the responses should be prepared in the same sequence as the “Specifications and Technical Requirement” section of this RFP (**Section III, Items C**). The proposal must clearly express whether or not the vendor can satisfy each point of the RFP specifications. This section is not to be prepared with YES or NO replies only. The vendor must describe how he will provide the services specified to satisfy the stated requirements or conditions.

C.2 Key Personnel/Reference Form:

C.2.1 Key Personnel:

Proposers are to complete the enclosed “**Key Personnel Form**”, (**Refer to Appendix A**) for the Account Manager, Account Analyst, Mechanical/Electrical Systems Analyst, and Digital System Technician who will be assigned to the University. (This individual must be a direct employee of proposing firm). The following information is to be provided:

- Educational;
- Employment history;
- Similar project experience; and
- Company Organizational Chart

C.2.2 References:

Provide **three (3) project** references for the proposed Account Manager, Account Analyst, Mechanical/Electrical Systems Analyst, and Digital System Technician. Such references are to be **project/contract references not employment references**. It is important that such references can speak to the performance of the person in the role to be assigned. **All references of the Key Personnel will be checked during the Second Technical Evaluation Phase.**

It is imperative that the contact names and phone numbers given for the projects listed are accurate. In addition, the University reserves the right to check other sources available. References will be held in the strictest of confidence by the University.

Such references are to be from different projects; that is, only one reference per contract is allowed.

NOTE: Personnel Commitment: By providing the names of the Key Personnel above in Section C.2.1 for evaluation, the Proposer is committing that this individual

will be involved in the selection process. No changes in the selected Key Personnel for the duration of the contract can be made by the Proposer without the University's written approval via the execution of a contract amendment.

C.3 Firm Experience / Reference:

C.3.1 Experience:

Provide three (3) references **on the "Experience Form" (Refer to Appendix A)** that demonstrate the firm's capability to meet the requirements outlined in **Section III**. The following information is to be provided:

- Name of Project and its location;
- Start and Completion date of project/work by month, day, and year;
- Owner's name, address, telephone and contact person;
- Brief, but thorough, description of the work and the results;
- Name(s) of responsible supervisory design personnel.

Higher consideration will be given if such work was performed for a higher education institution.

C.3.2 References:

The University will contact references from the experience listed above in Item C.3.1. It is **imperative** that **accurate** contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the firm's ability to successfully complete a project of this type. The University reserves the right to contact references for any projects provided as noted above, or any other source available. Such references will be held in strictest confidence. **All references of the Firms will be checked during the Second Technical Evaluation Phase.**

C.4 Company Profile:

Proposers are to complete the enclosed "**Company Profile Form**"(Refer to **Appendix A for more detail**).

Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. Minor irregularities in the proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in the best interest of the University.

If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include reference to the document name and page.

Technical volumes containing no such citations will be considered complete and without need to refer to other documents, i.e., the Evaluation and Selection Committee

will not be required to refer to any additional documents for the vendor responses to RFP requirements during the evaluation process.

D. VOLUME II – FINANCIAL

This volume must be submitted in a sealed envelope separate and apart from the technical volume.

Proposer shall use the same pricing format required by the University in this RFP.

E. SUBMISSION

Vendors must submit one original and seven (7) copies of his/her proposal by the closing time and date specified in Section I.E of the RFP.

END OF SECTION V

CURTAILMENT SERVICE PROVIDER

SECTION VI. APPENDICES AND ATTACHMENTS

- APPENDIX A - Key Personnel/Reference Form
Firm Experience/Reference Form
Company Profile
Bid/Proposal Affidavit
Acknowledgement of Receipt of Addenda
Schedule B – Terms and Conditions of Solicitation and Purchase Order Terms
and Conditions
- APPENDIX B - Price Proposal
- APPENDIX C - Consultant Agreement
- APPENDIX D - Contract Affidavit

END OF SECTION VI

APPENDIX A
TECHNICAL PROPOSAL FORMS

**RFP FOR UMB CURTAILMENT SERVICE PROVIDER
PROJECT # 17-364 ML
KEY PERSONNEL FORM**

Proposing Firm: _____

1. PERSON'S NAME: _____

2. POSITION TO BE ASSIGNED:

_____ ACCOUNT EXECUTIVE _____ ACCOUNT ANALYST

_____ ACCOUNT HVAC SYSTEMS ANALYST _____ DIGITAL SYSTEM TECHNICIAN

3. OTHER PROJECTS: To which this person will be assigned during same time period as the schedule of UMB's Project:

Project Name & Geographic Location	Role:	% Time	Anticipated Completion Date of Person's Assignment
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. EDUCATIONAL BACKGROUND:

Institution	Degree/Diploma/ Certificates	Major (if any) Date of Degree or H.S. Diploma
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. **EMPLOYMENT HISTORY***: (*NOTE: If a person has more than three (3) employers in his/her employment history, please provide complete employment history via supplemental page(s) attached to this form.

5.1 CURRENT EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

5.2 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

5.3 PRIOR EMPLOYER'S NAME: _____

DATES OF EMPLOYMENT: _____

POSITION HELD

DURATION BY DATE

6.0 **SIMILAR RELEVANT PROJECT EXPERIENCE/REFERENCES:**

On the following pages provide a **full** description of Key Person's project experience, including their role and the services they performed, on the project. (Note: As indicated in the solicitation document, references are to be **project references not employment references**; that is, the University is interested in speaking to a Project Owner regarding the person's performance on a particular project.)

6.1 PROJECT REFERENCE CONTACT PERSON & TITLE: _____

TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT: _____

ROLE OF PERSON AND SERVICES PERFORMED: _____

TOTAL PJM SETTLEMENT AMOUNT: \$ _____

PEAK LOAD CURTAILMENT ACHIEVED [kW]: _____

SCHEDULE OF PROJECT (START AND END DATES): _____

DURATION KEY PERSON WAS ON THE PROJECT: _____

Note: If key person not assigned for the full duration of the project, explain: _____

6.2 PROJECT REFERENCE CONTACT PERSON & TITLE: _____

TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT: _____

ROLE OF PERSON AND SERVICES PERFORMED: _____

TOTAL PJM SETTLEMENT AMOUNT: \$ _____

PEAK LOAD CURTAILMENT ACHIEVED [kW]: _____

SCHEDULE OF PROJECT (START AND END DATES): _____

DURATION KEY PERSON WAS ON THE PROJECT: _____

Note: If key person not assigned for the full duration of the project, explain: _____

6.3 PROJECT REFERENCE CONTACT PERSON & TITLE: _____

TELEPHONE #: _____

COMPANY NAME: _____

DESCRIPTION OF CONTRACT/PROJECT: _____

ROLE OF PERSON AND SERVICES PERFORMED:

TOTAL PJM SETTLEMENT AMOUNT: \$ _____

PEAK LOAD CURTAILMENT ACHIEVED [kW]: _____

SCHEDULE OF PROJECT (START AND END DATES): _____

DURATION KEY PERSON WAS ON THE PROJECT: _____

Note: If key person not assigned for the full duration of the project, explain: _____

NOTE: For each Key Person, the Proposing Firm may attach other relevant similar project experience to this form.

7. ACHIEVEMENTS/OTHER NOTATIONS (NOT REQUIRED):

NOTE: If a Proposer finds the space provided to be insufficient, he can attach additional pages to this form as he finds appropriate and just indicate on this form to see attached pages.

**FIRM EXPERIENCE/REFERENCE FORM
RFP 17-364 ML CURTAILMENT SERVICE PROVIDER**

PROPOSER: _____

OWNER'S NAME: _____

PROJECT NAME: _____

NAME OF COMPANY: _____

CONTRACT TERM: _____

ADDRESS: _____

TOTAL PJM SETTLEMENT AMOUNT: _____

CONTACT NAME: _____

ACCOUNT MANAGER: _____

PHONE NUMBER: _____

OVERALL DESCRIPTION OF THIS PROJECT:

DESCRIBE THE SIMILARITIES OF THIS PROJECT TO THE UMB ENERGY CURTAILMENT SERVICES PROVIDER PROJECT:

LIST BELOW ALL PROPOSED CSP TEAM MEMBERS WHO WORKED ON THIS JOB BY NAME AND POSITION:

TEAM MEMBER

POSITION HELD ON THIS PROJECT

COMPANY PROFILE

RFP #17-364 ML

COMPANY NAME: _____

ADDRESS OF PARENT COMPANY: _____

DATE OF INCORPORATION: _____ STATE OF INCORPORATION: _____

TYPE OF ORGANIZATION (I.E., CORPORATION, PARTNERSHIP, INDIVIDUAL, JOINT VENTURE):

NUMBER OF GEOGRAPHIC LOCATIONS: _____

LOCATION OF ALL GEOGRAPHIC OFFICES (if applicable) AND THEIR FUNCTION

LOCATION:	FUNCTION:
_____	_____
_____	_____
_____	_____

LOCATION OF BRANCH OFFICE WHICH WILL SERVICE UMB, BALTIMORE:

TYPE OF SERVICES WHICH WILL BE PROVIDED BY BRANCH OFFICE WHICH WILL SERVICE UMB:

TYPE OF SERVICES WHICH WILL BE PROVIDED BY PARENT COMPANY TO UMB:

TYPE OF SUPPORT SERVICES PROVIDED BY PARENT OFFICE TO THE BRANCH OFFICE WHICH WILL SERVICE UMB:

NUMBER OF YEARS PROVIDING CURTAILMENT SERVICES: _____

NUMBER OF YEARS PROVIDING CURTAILMENT SERVICES TO UNIVERSITIES: _____

OF YEARS IN BUSINESS _____ # OF YEARS IN BUSINESS _____
(PARENT OFFICE) (BRANCH OFFICE)

OF YEARS IN BUSINESS UNDER PRESENT NAME: _____

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:

NAME OF PRINCIPAL(S) AND TITLE(S):

BRIEF HISTORY OF COMPANY: _____

TOTAL COMPANY/ OFFICE WHICH WILL SERVICE UMB:

	<u>Total Company</u>	<u>Office Servicing UMB</u>
NUMBER OF EMPLOYEES:	_____	_____
NUMBER OF PROJECT MANAGERS:	_____	_____
NUMBER OF PROJECT SUPERINTENDENTS	_____	_____
OTHER PERSONNEL:	_____	_____

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on _____ behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all 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, or on the basis of 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder 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 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 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 or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or 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 or 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.

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 or 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 or 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; or

(9) 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)—(8) 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 it 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. SUB-CONTRACT 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 or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the 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.

J. 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.

K. 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 or offer, 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 whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(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' 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 §K(2)(b), above;

(h) Notify its employees in the statement required by §K(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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(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 §K(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §K(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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: _____ Address: _____

(If not applicable, so state).

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

M. 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.

N. Repealed.

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 or 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.

Date: _____ By: _____ (Authorized Representative and Affiant)

RFP NO.: 17-364 ML

RFP FOR: UMB CURTAILMENT SERVICES PROVIDER

DUE DATE: Wednesday, April 3, 2019 at 2:00 P.M.

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN

Ref: Maryland Board of Public Works Advisory Number 2013-1

1. The undersigned certifies that, in accordance with State Finance & procurement Article §17-705:

(i) 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 §17-702 of State Finance & Procurement Article; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article §17-702.

Or;

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Company Name

Signature

Title

Print

Date

Note: List is available at: <http://bpw.maryland.gov>
Click on "Debarments"

SCHEDULE B
University of Maryland, Baltimore
SOLICITATION TERMS & CONDITIONS
November 2006

Definitions:

- (a) "Vendor" or "Contractor" means a person, partnership, corporation or other entity submitting an offer in response to a University solicitation.
- (b) "Offer" means a quote submitted by a vendor.
- (c) "UMB" means the University of Maryland, Baltimore or any other component of the University System of Maryland (USM) on behalf of which this procurement is made by UMB.
- (d) "Contract" an agreement entered into by UMB for the acquisition of supplies, services, construction, architecture services and engineering services.

Terms:

1. **Reservation of Rights.** This solicitation creates no obligation on the part of UMB. This solicitation may be cancelled at any time prior to opening of offers. UMB reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services described in the solicitation. Offers may be modified or withdrawn by written notice received prior to the time and date set for opening. UMB reserves the right to accept or reject any and all offers in whole or in part. The University reserves the right to make awards by item, groups of items, multiple awards, or on an all or none basis as best serves the interests of the University.
2. **Pricing.** The unit price shall be considered as the offer price, which will be evaluated by UMB. Separate unit prices shall be submitted for each item; extensions shall be indicated where applicable and total offer price shown when requested. Unless otherwise provided in the solicitation, offer prices are irrevocable for a period of 90 days following the date set for offer opening.
3. **Specifications; Equivalents.** All materials, equipment, supplies or services shall conform to applicable Federal and State laws and regulations and to the specifications contained in the solicitation. Any manufacturer's names, trades names, brand names, information and/or catalog numbers listed in a specification are for information and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item(s). If offers are based on equivalent products, the vendor shall indicate on the offer form the manufacturer's name and product number and shall submit with the offer cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous offer shall not satisfy this provision. The vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. UMB reserves the right to determine acceptance of any items proposed as equivalent. Offers which do not comply with these requirements are subject to rejection. Offers lacking any written indication of intent to offer an alternate brand shall be received and considered in complete compliance with the specifications as listed on the solicitation form.
4. **Samples.** UMB reserves the right to request and be furnished samples, at no expense to UMB, prior to or after the award, for the purpose of quality and specification evaluation. Samples shall be returned, upon request, at the vendor's expense. UMB does not guarantee that Samples returned will be in the same condition as when submitted.
5. **Vendor's Terms and Conditions.** The Purchase Order issued by UMB shall constitute the contract between the parties. A VENDOR'S PROPOSED TERMS ARE NOT PART OF THE CONTRACT UNLESS SPECIFICALLY ACCEPTED IN WRITING BY THE PROCUREMENT OFFICER. NO OTHER UNIVERSITY EMPLOYEE CAN ACCEPT OR EXECUTE A CONTRACT FORM OR ACCEPT A VENDOR'S TERMS. Any terms and conditions, including any form contracts, which the vendor proposes to use, shall be submitted (a) by the solicitation closing date in the case of a single step procurement or (b) by the closing date for technical offers, in the case of a multi-step procurement. If a vendor does not submit any proposed terms on a timely basis, its offer will be deemed an offer to contract on UMB's terms. If a vendor timely proposes any non-UMB terms or conditions, the vendor must indicate clearly in writing whether or not its offer is contingent upon the acceptance of any or all of the vendor's terms and conditions. UMB may reject any offer made contingent upon University acceptance of a vendor's terms and conditions.
6. **Minority Business Enterprise Notice.**
 - (a) Minority business enterprises are encouraged to respond to this solicitation
 - (b) Refer to the specifications of the solicitation for identification of Minority Business Enterprise "MBE" participation goal.
7. **Public Information Act Notice.** Offerors shall give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets and shall provide justification why such materials, upon request, should not be disclosed by UMB under the Public Information Act, Part III, Title 4, General Provisions Article, Annotated Code of Maryland.
8. **Arrearages.** By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
9. **Bid/Proposal Affidavit.** The attached bid/proposal affidavit shall be completed and submitted by the vendor with the bid or proposal. The terms and conditions of the affidavit will be incorporated into and made a part of any contract resulting from this solicitation.
10. **Bid Security.** Solicitations for construction contracts reasonably expected by the procurement officer to exceed \$100,000 shall require a bid security in an amount equal to at least 5% of the amount of the bid or price proposal. For all other non-construction contracts, refer to the specifications of this solicitation addressing bid security. Absence of any such reference shall mean that no bid security is required. Notwithstanding the above, notice of a bid security is required if a federal law or condition of federal assistance for the contract requires it.
11. **Ethics.** The Vendor is responsible to assure compliance with the Maryland Public Ethics Law, Title 5, General Provisions Article, Annotated Code of Maryland. The Public Ethics Law prohibits, under certain circumstances, (i) present and former officials and employees of State agencies, or (ii) businesses in which those persons or their close relations hold employment or economic interests, from submitting bids or proposals, negotiating for themselves or others, or entering into contracts with the State. In the event a violation of the Maryland Public Ethics Law occurs in connection with a Vendor's response to this solicitation or a resulting contract award to a Vendor, the University reserves the right to reject the proposal or declare an event of default of the contract awarded to the Vendor. Any Vendor with concerns about compliance with the Maryland Public Ethics Law is encouraged to contact the State Ethics Commission for more information.
12. **Rights in Inventions.** For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.
13. **Copyrights.** For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby

assigns all right, title and interest in and to the work to the UMB.

14. Acknowledgement of Addenda. If it becomes necessary to revise any part of the bid, addenda will be posted to the eBid Board website at www.procurement.umaryland.edu <<http://www.procurement.umaryland.edu>>. It is the responsibility of the bidder to check the website frequently until the opening date for addendums, amendments, and changes. A written acknowledgement of the receipt of all amendments, addenda, and changes issued shall be required from all vendors submitting a bid.
15. Conflict of Interest. An individual or a person that employs an individual who assists the University in the drafting of specifications, an invitation for bids, a request for proposals for a procurement or the selection or award made in response to an invitation for bids or request for proposals may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.
16. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

PURCHASE ORDER TERMS & CONDITIONS

March 2007

1. Parties. The parties to this Contract are the Contractor identified on the Purchase Order ("P.O.)/Contract and UMB. In contractual matters, UMB shall be represented by a Procurement Officer designated in writing by UMB. The original Procurement Officer for this Contract is named on the P.O., which designation may be changed from time to time by UMB. If UMB is acting as procurement agent for another institution in the University System of Maryland, such institution is the party in interest under the Contract, and will be identified on the P.O. For such contracts, all rights and liabilities of UMB pursuant to the Purchase Order and applicable law shall be the rights and liabilities of that institution, which the UMB may exercise as agent, and UMB shall have no liability to the Contractor pursuant to the Contract. If more than one person or entity is identified on the P.O. as Contractor, each of them shall have joint and several liability for the performance of this Contract.
2. Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this P.O. or any attempt by the Contractor to vary any of the terms of this P.O. by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this P.O. is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this P.O. may not be waived.
3. Clauses Incorporation by Reference. This Contract consists of the terms and conditions of this P.O. and any amendments of the P.O. All terms and conditions of the solicitation, and any amendment thereto, are made a part of this Contract.
4. Invoices. A separate invoice for this P.O. or for each shipment shall be rendered following shipment. All invoices must be forwarded directly to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-123, 220 Arch St., Baltimore, Maryland 21201-1531. THE CONTRACTOR'S FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST BE INCLUDED ON THE FACE OF ALL INVOICES BILLED TO UMB. 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. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
5. P.O. Number. The P.O. number must be stated on all related invoices, delivery memoranda, bills of lading, packages, correspondence, and/or MSDS forms (see para. 18).
6. Specifications. All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
7. Delivery and Acceptance. Delivery shall be made in accordance with the solicitation specifications. UMB, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. UMB unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. UMB reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. UMB reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
8. Delays. The Contractor agrees to perform the work continuously and diligently, and no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.
9. Tax Exemption. UMB is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption Certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.
10. Non-Hiring of Employees; Conflict of Interest. (a) No official or employee of the State, as defined under State Government Article, SS15-102, 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 or 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.
11. Non-Discrimination in Employment and Equal Opportunity. (a) The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
12. Financial Disclosure. The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year, shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

13. Political Contribution Disclosure. Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101 *et seq.*, which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws 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 Administrative Board of Election Laws: (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 lease or 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. Anti-Bribery. The Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

15. Corporate Registration. Pursuant to 7-201 *et seq.* of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

16. Contingent Fees. The Contractor 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, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

17. EPA. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

18. OSHA; MSDS. All materials, supplies, equipment, or services supplied as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards. Pursuant to 29 CFR part 1910, where applicable, an MSDS for the products supplied or used in carrying out this Contract must be sent to:

University of Maryland, Baltimore
Associate Director for EHS
714 West Lombard Street
Baltimore, MD 21201-1010

19. Termination for Convenience. Upon written notice to the Contractor, UMB may terminate this Contract, in whole or in part, whenever UMB shall determine that such termination is in its best interest. UMB shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

20. Termination for Default. When the Contractor has not performed or has unsatisfactorily performed the Contract, payment shall be withheld at the discretion of the State. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies & Procedures.

21. Disputes. This Contract shall be subject to USM Procurement Policies & Procedures. Pending the resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

22. Multi-Year Contracts. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

23. Intellectual Property. Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

24. Maryland Law. The provisions of this Contract shall be governed by the laws of Maryland.

25. Pre-Existing Policies & Procedures. The USM Procurement Policies & Procedures in effect on the date of execution of this Contract are applicable to this Contract.

26. Indemnification. UMB shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Contract.

27. Drug and Alcohol Free Workplace. The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this purchasing order.

28. Retention of Records. The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

29. Ethics. This purchase order is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any UMB employee in connection with this procurement.

30. Rights in Inventions. For the consideration payable under this Contract, Vendor agrees to report any invention arising out of the Work required by this Contract to UMB. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Vendor as part of the performance of Work. Vendor hereby assigns all right, title and interest in and to inventions made in the course of the Work to the UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment.

31. Copyrights. For the consideration payable under this Contract, the work product required by this Contract shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all right, title and interest in and to the work to the UMB.

32. Ownership of Documents. All documents which are prepared by the Vendor and form a part of its services shall be the property of UMB and shall be delivered to UMB upon termination of this Contract if UMB so requests. The Vendor shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings and the Vendor shall retain a reproducible copy.

33. Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article '4-301 et seq. ("the Act"). Contractor acknowledges that the University of Maryland Baltimore is a HIPAA hybrid covered entity. Contractor agrees that Contractor's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by UMB. Such Business Associate Agreement is either attached hereto as Schedule H or Contractor shall promptly execute such Business Associate Agreement upon the University's request. Contractor shall also cause any subcontractor, agent, or party under Contractor's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by UMB.

12.00089 (Rev. 11/15)

APPENDIX B
PRICE PROPOSAL FORMS

PROPOSAL NO.: RFP #18-364 ML
PROPOSAL DUE DATE: WEDNESDAY, APRIL 3, 2019 at 2:00 P.M.
PROPOSAL FOR: CURTAILMENT SERVICE PROVIDER

PROPOSER: _____

Federal Identification Number/Social Security Number: _____

PRICE PROPOSAL

Mr. Michael Lacey
Strategic Sourcing and Acquisition Services
University of Maryland, Baltimore
Saratoga Street Offices
220 Arch Street, Room 02-100
Baltimore, MD 21201-1531

Dear Mr. Lacey:

The undersigned hereby submits the Price Proposal as set forth in RFP #18-364 ML dated 1/3/2019 and the following subsequent addenda:

Addendum _____ dated _____
Addendum _____ dated _____
Addendum _____ dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work as described in this RFP and subsequent Addenda as noted above. By signing and submitting this response, the undersigned hereby agrees to all the terms and conditions of this RFP including any issued addenda.

- 1. BASE CONTRACT WORK:** Per the RFP, we are quoting the following commission fee structure for all costs associated with the provision of the curtailment services as described in the RFP. This commission fee will be deducted, prior to forwarding the settlement revenue to UMB, from settlement payments made by PJM to the CSP on behalf of the University.

(In words and figures)

UMB _____ % of Settlement Amount
CSP _____ % of Settlement Amount

We understand that by submitting a proposal we are agreeing to all of the terms and conditions included in the RFP documents and the University's Consultant Agreement.

We further understand that this Price Proposal includes (i) all costs associated for the provision of curtailment services per the RFP.

We understand that the evaluation and subsequent final ranking of proposals will be in accordance with the RFP documents. We understand that technical weighs greater than cost.

We understand that the University reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP documents.

We further confirm that the person or persons named within our Technical Proposal as the Key Personnel will be assigned to UMB for the duration of this contract. We understand that no changes in these assignments will be allowed without written authorization from the University via contract amendment prior to such changes being made.

(Signatures are to be placed on the following page)

The Proposer represents, and it is a condition precedent to acceptance of this proposal, that the Proposer has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

A. INDIVIDUAL PRINCIPAL

In Presence of Witness: _____

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____

SIGNED _____

PRINTED NAME _____

TITLE: _____

B. CO-PARTNERSHIP PRINCIPAL

(Name of Co - Partnership)

ADDRESS _____

In Presence of Witness:

TELEPHONE NO. _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

Printed Name: _____

_____ as to

BY _____
(Partner)

C. CORPORATE PRINCIPAL

Printed Name: _____

(Name of Corporation)

ADDRESS _____

Attest:

TELEPHONE NO. _____

[Printed Name of Corporate (or Assistant Corporate) Secretary]

[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: _____

Signature of Officer and Title

Printed Name

Title

APPENDIX C
CONSULTANT AGREEMENT

Curtailment Services Provider Consulting Agreement
University of Maryland, Baltimore
Administrative or Technical Services
P.O. No.

This Agreement is made this ____ day of _____, 20 ____, between the University of Maryland, Baltimore (“UMB”), a constituent institution of the University System of Maryland (“USM”), and _____ with principal offices located at _____ (“Consultant”).

Recitals. The Consultant has been awarded a contract to provide services for UMB upon the terms and conditions set forth herein, and the Consultant is willing to undertake those services ("the Project") upon such terms and conditions. The Consultant represents that the Consultant is professionally qualified to render the professional services required by UMB, as explained in its solicitation response. **The Consultant affirms that Consultant and members of the Consultant’s professional team providing services under this Agreement (“Consulting Team”) are not Maryland State employees and as well, if this Consulting Services Agreement is Federally funded (i.e. 02-5-xxxxx account), are not Federal Employees.** If Consultant or any member of the Consulting Team is a former state employee who retired under SB1 of 1996, Consultant affirms that established protocol has been followed, including receipt of approval from the Board of Public Works that the retired state employee may provide services under this Agreement.

NOW, THEREFORE, UMB and the Consultant agree as follows:

1.0 Professional Services

1.1 The Consultant shall perform the Project as described in Exhibit A to this Agreement. Services shall be performed in accordance with the schedule included in Exhibit A, or, if no such schedule is included, in accordance with a schedule agreed upon in writing by the parties at a future date and adopted as an amendment to Exhibit A. The Consultant shall perform the Project as expeditiously as is consistent with good professional skill and care and the orderly progress of the Project.

1.2 The Consultant’s fee for services shall be limited to the _____% of the settlement fee paid to the Consultant on behalf of UMB otherwise known as the Commission Fee. The Consultant shall accept this Commission Fee as payment in full for all services rendered.

1.3 The UMB Office of Facilities Management will designate a staff member to act as coordinator (“Project Coordinator”) between UMB and the Consultant. Throughout the period of the Project, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Consultant should be directed to the Project Coordinator and also to any other UMB personnel designated by the Project Coordinator. Direct contact or communication by the Consultant with other UMB offices or any other entity concerning the Project shall be made only with the prior knowledge and concurrence of the Project Coordinator.

1.4 The professional consulting team for the Project shall be the same team identified in the Consultant's submittal responding to UMB's solicitation unless (a) a change is requested by the Consultant and approved in writing by the Project Coordinator; or (b) a change is requested in writing by the Project Coordinator for good cause, in which case the Consultant shall make an appropriate substitution, subject to UMB's approval, and notify UMB in writing. Major changes in the Consultant's organization or personnel (other than the Consulting Team) shall be reported to UMB in writing as they occur.

1.5 All terms and conditions of UMB's solicitation, and any amendments thereto, are made a part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Consultant for changes in the solicitation or the terms and conditions of the contract are not binding upon UMB and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by UMB.

2.0 PRESS RELEASES

Neither the Consultant nor any member of the Consulting Team shall issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from the Project Coordinator.

3.0 MONTHLY PROGRESS REPORT AND SCHEDULES (if applicable)

3.1 The Consultant shall file with the Project Coordinator a monthly progress report and schedule for the Project. One copy shall be sent to the Project Coordinator in sufficient time to be received no later than the tenth day of the month immediately following the end of the month covered by the report.

3.2 Each report shall include a summary of accomplishment during the past month, a projection of work to be accomplished during the month the report is filed, and a long-range projection of work to be accomplished during the next three months. Any information requirements from UMB and the dates such information is necessary in order to maintain the schedule shall be specifically identified in these reports.

3.3 A monthly report and schedule shall be submitted until the Project is completed.

3.4 The schedule shall clearly show (under "Remarks") the reason(s) for any delay(s) such as Project clarification or revision, delay in receipt of UMB information or approvals, etc., and shall include the dates that each delay started and ended.

4.0 PAYMENTS

4.1 Payment requests (invoices) shall be sent to the Accounts Payable Department, University of Maryland, Baltimore, Saratoga Street Offices, Level 02 Room 02-121, 220 Arch Street, Baltimore, MD 21201-1531.

4.2 Invoices shall be presented at the beginning of each month covering service during the previous month. The Consultant shall furnish each invoice with the Purchase Order or Contract number clearly indicated.

4.3 No invoice will be processed if there is a dispute between UMB and the Consultant as to the current or cumulative services provided.

4.4 UMB's approval of periodic payments to the Consultant shall not constitute, in any sense, approval or acceptance by UMB of the Project work performed through the date of the invoice or of the Consultant's assertion of percentage of the Project work completed through the date of the invoice.

4.5 When required by UMB to substantiate the degree of completion claimed in any application for periodic payments, the Consultant shall furnish UMB with copies of the documents evidencing the degree of completion claimed.

4.6 All Consultant invoices to UMB shall set forth the Consultant's Federal Employer identification number, which is _____.

5.0 PROJECT REVIEW MEETINGS

If so requested by the Project Coordinator, the Consultant shall meet as soon as possible after execution of this Agreement with the Project Coordinator and other UMB staff to discuss final details relative to commencement of and performance of the Project, invoices and payments, or other issues related to the Project work.

6.0 OWNERSHIP OF DOCUMENTS

6.1 All documents which are prepared by the Consultant or any member of the Consulting Team that form a part of the Project work under this Agreement shall be the property of UMB and shall be delivered to UMB upon termination of this Agreement if UMB so requests. The Consultant shall be responsible for the protection and/or replacement of any original documents in its possession. UMB shall receive all original drawings, renderings, reports, or other materials, together with electronic copies of these items if available, and the Consultant shall retain a reproducible copy.

6.2 For the consideration payable under this Agreement, all work product required by this Agreement shall be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UMB shall have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The Consultant hereby assigns all rights, title and interest in and to the work to UMB and agrees to require all members of the Consulting Team, as well as any agents or subcontractors of Consultant involved in Project work, to agree in writing that they assign to UMB all right, title and interest in work product required by this Agreement.

6.3 For the consideration payable under this Agreement, the Consultant agrees to report promptly to UMB any invention arising out of the Work required by this Agreement. UMB shall have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the Consultant or a member of the Consulting Team as part of the performance of Work. The Consultant hereby assigns all right, title and interest in and to inventions made in the course of the Work to UMB and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. Consultant shall require all members of the Consulting Team, as well as any agents or subcontractors of Consultant involved in Project work, to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment to UMB of inventions arising out of the Project work.

EXHIBIT A

To CONSULTING SERVICES AGREEMENT ("Agreement") made the ____ day of _____, 20__, between the University of Maryland, Baltimore ("UMB") and _____ ("Consultant").

This document is Exhibit A to the Agreement.

Consultant warrants that it will provide all services necessary to fulfill the complete scope of services outlined in the specifications for the quoted costs noted on this Exhibit.

**SCHEDULE 1 TO CONSULTING AGREEMENT
FOR ADMINISTRATIVE OR TECHNICAL SERVICES**

Explanation of Terms

As used in Schedule 1, "State" means UMB, as an individual instrumentality of the State, or all State agencies, units, and instrumentalities collectively, as required by the context of the use; "Agreement" means the Agreement to which this Schedule 1 is attached; and "Work" means the work of the Consultant required to complete the Project.

- 7.1 Maryland Law** - The laws of Maryland shall govern the interpretation and enforcement of this Agreement.
- 7.2 Termination for Convenience** - The University may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Consultant specifying the extent and the effective date of the termination. The provisions of the USM Procurement Policies and Procedures, including the determination of rights and obligations of the parties, shall govern termination.
- 7.3 Termination for Default** - When the Consultant has not performed or has unsatisfactorily performed the Agreement, payment shall be withheld at the discretion of the University. Failure on the part of a Consultant to fulfill contractual obligations shall be considered just cause for termination of the contract and the Consultant will not be entitled to recover any costs incurred by the Consultant up to the date of termination. The provisions of USM Procurement Policies and Procedures hereunder, including the determination of the rights and obligations of the parties, shall govern termination.
- 7.4 Changes** - This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.
- 7.5 Disputes** - This Agreement shall be subject to the USM Procurement Policies and Procedures. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision. Claims not resolved by action of the Procurement Officer may be reviewable by the Maryland Board of Contract Appeals in accordance with State law.
- 7.6 Suspension of Work** - The Procurement Officer unilaterally may order the Consultant in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.
- 7.7 Delays and Extension of Time** - The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.
- Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Consultant, 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 Consultant, its subcontractors or suppliers.
- 7.8 Nondiscrimination in Employment** - The Consultant 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 disability of a qualified individual with a disability, and (b) 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.
- 7.9 Contingent Fee Prohibition** - The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.
- 7.10 Ethics** - This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Consultant or any University employee in connection with this Agreement.
- 7.11 Intellectual Property** - Consultant agrees to defend upon request and to indemnify and save harmless UMB, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.
- 7.12 Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article 4-301 et seq. ("the Act"))**. Consultant acknowledges that the University is a HIPAA hybrid covered entity. Consultant agrees that Consultant's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by the University. Such Business Associate Agreement is either attached hereto as Schedule H or

Consultant shall promptly execute such Business Associate Agreement upon the University's request. Consultant shall also cause any subcontractor, agent, or party under Consultant's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by the University.

7.13 Mandated Contractor Reporting of Suspected Child Abuse & Neglect

The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. *See* Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: http://www.umaryland.edu/offices/accountability/child_abuse.html. The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the UMB *Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President's Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

**SCHEDULE 2 TO CONSULTING AGREEMENT
FOR ADMINISTRATIVE OR TECHNICAL SERVICES**

Explanation of Terms

As used in Schedule 2, "Contractor" means "Consultant"; "State" means UMB, as an individual State agency, or all State agencies and units collectively, as required by the context of the use; "Contract" means the Agreement to which this Schedule 2 is attached; and "Work" means the work of the Consultant required to complete the Project.

7.1 Non-Hiring of Employees

No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

7.2 Disputes

Pending Resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

7.3 Maryland Law Prevails

The laws of Maryland shall govern the interpretation and enforcement of this Contract.

7.4 Nondiscrimination in Employment

The Contractor agrees: Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability and 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."

7.5 Contingent Fee Prohibition

The contractor 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 agreement."

7.6 Multi-Year Contracts Contingent Upon Appropriations

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 will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University 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 non-recurring costs incurred but not amortized in the price of the Contract. The University 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."

7.7 Termination for Default

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University 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 University's option, become the University's property. The University 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 Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies And Procedures."

7.8 Termination for Convenience

The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination

hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

7.9 Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will 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."

7.10 Modifications

This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

7.11 Liquidated Damages

Mandatory provision for those contracts deemed appropriate by the procurement officer.

7.12 Variations in Estimated Quantities

Where the quantity of a pay item in this Contract is an estimated quantity and where the actual quantity of such pay items varies more than twenty-five percent (25%) above or below the estimated quantity stated in this Contract, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above one hundred twenty five percent (125%) or below seventy-five percent (75%) of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the procurement officer shall, upon receipt of a written request for an extension of time within ten (10) days from the beginning of the delay, or within a further period of time which may be granted by the procurement officer before the date of final settlement of the Contract, ascertain the facts and make the adjustment for extending the completion date as in his judgment the findings justify.

7.13 Suspension of Work

The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University."

7.14 Pre-existing Regulation

The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

7.15 Payment of State Obligation

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. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited."

7.16 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, 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 State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.17 Political Contribution Disclosure

Contractor shall comply with, and require its officers, directors, and partners to comply with, the provisions of Election Law Article, Annotated Code of Maryland, Section 14-101*et seq.* which requires that every person doing public business (as there defined), and every individual whose contributions are attributable to the person entering into such an agreement, during a calendar year in which the person receives cumulative consideration of \$200,000 or more from public business, shall file with the State Administrative Board of Election Laws 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 Administrative Board of Election Laws: (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 lease or 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.

7.18 Retention of Records

The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the University hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the procurement officer or designee, at all reasonable times.

7.19 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 will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

7.20 Cost and Price Certification

The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
- c. The price under this Contract and any change order or modification hereunder, including profit or, fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

7.21 Truth-In-Negotiation Certification

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The University's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

7.22 Contract Affidavit

The attached Contract Affidavit must be signed as part of this Agreement.

7.23 Anti-Bribery

The Contractor warrants that neither it nor any of its officers, directors, or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspired to bribe, under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which could constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

7.24 Intellectual Property

Contractor agrees to defend upon request and indemnify and save harmless UMB, its officers, agents and employees with

respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Agreement.

7.25 Mandated Contractor Reporting of Suspected Child Abuse & Neglect

The University of Maryland, Baltimore (UMB) and the University System of Maryland (USM) are committed to protecting the safety and welfare of children who come into contact with the UMB community. Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. *See* Maryland Code Annotated, Family Law Article, Sections 5-701 through 5-708. A copy of the above-referenced USM/UMB Policy and Procedures are available at: http://www.umaryland.edu/offices/accountability/child_abuse.html. The Policy and Procedures are incorporated herein.

Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – *Policy on the Reporting of Suspected Child Abuse and Neglect*, as well as the UMB *Procedures for Reporting Suspected Child Abuse and Neglect*. Specifically, contractors performing work on campus must report suspected child abuse or neglect orally or in writing to: (a) the local department of social services or law enforcement agency; and (b) the University President's Designee (i.e. the UMB Chief Accountability Officer), if the suspected child abuse or neglect: (i) took place in UMB facilities or on UMB property; (ii) was committed by a current or former employee or volunteer of the USM; (iii) occurred in connection with a UMB sponsored, recognized or approved program, visit, activity, or camp, regardless of location; or (iv) took place while the victim was a registered student at UMB.

UMB reserves the right to terminate this contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of UMB, termination is necessary to protect the safety and welfare of children who come into contact with the UMB community.

7.26 Changes

This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.

7.27 Ethics

This Agreement is cancelable in the event of a violation of the Maryland Public Ethics Law by the Consultant or any University employee in connection with this Agreement.

7.28 Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. ("HIPAA") and Maryland Confidentiality of Medical Records Act (Annotated Code of Maryland, Health – General Article 4-301 et seq. ("the Act").

Consultant acknowledges that the University is a HIPAA hybrid covered entity. Consultant agrees that Consultant's access to and use of protected health information (as that term is defined by HIPAA), if any, under this Agreement will be conducted in accordance with the requirements of the Act and HIPAA, including the terms of a HIPAA Business Associate Agreement if so required by the University. Such Business Associate Agreement is either attached hereto as Schedule H or Consultant shall promptly execute such Business Associate Agreement upon the University's request. Consultant shall also cause any subcontractor, agent, or party under Consultant's direction or control that is participating in this Agreement to promptly execute a standard HIPAA Business Associate Agreement if so requested by the University.

APPENDIX D
CONTRACT AFFIDAVIT

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$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, Annotated Code of Maryland, Section 101 *et seq.*, 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 \$200,000 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 or offer, 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), of this regulation;
 - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, 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), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, 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), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, 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 _____, 20____, 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)