Dear Colleague:

You have downloaded one of four templates used to procure services. These templates, the Request for Proposals (RFP), the Invitation for Bids (IFB), the Multi-Step Invitation for Bids (MS-IFB), and the Sole Source/Emergency Contract (SS/EM) template have been developed by the Department of Budget and Management (DBM) in conjunction with the Department of Health and Mental Hygiene (DHMH) Office of Procurement and Support Services (OPASS) and are based on a DBM procurement model. They are formatted in Microsoft Word using Office Professional 2003. Some things you should know:

First, this is just a template, and not all possible procurement circumstances may be covered by this template. However, this template is designed to include language for the majority of solicitations for services within the respective procurement type (Competitive Sealed Bidding – CSB; Competitive Sealed Proposals – CSP, etc.). Only some, not all of the language used in the template is required by Maryland’s procurement regulations, COMAR Title 21. While some language may be changed, it is STRONGLY RECOMMENDED that you utilize the standardized language included in this template, as review and approval of your solicitation by DBM will be SIGNIFICANTLY FASTER if “boilerplate” language, section numbering, references to Attachments, and Attachment order remain unchanged, so that your assigned Procurement Analyst can focus more on reviewing the Minimum Qualifications, Scope of Work, and Bid/Financial Proposal Form of your solicitation. Please check with your DBM Procurement Analyst if you wish to revise the language included in this template.

Second, there is a substantial amount of information and text you will need to add to or select in the document. You will notice throughout the document (red) colored text in parentheses. These are instructions to you. DO NOT LEAVE THE INSTRUCTIONS OR PARENTHESSES IN THE DOCUMENT. Insert the requested name, date, address, information, title, number, etc. and delete the (red) instructions (be sure to review the entire template for these instructions, including the Attachments). Make certain the inserted text does not remain in the color of the instructions. Also, when you download, copy, or paste, text and tables may move around on the page. Please clean up text and tables to ensure a professional look (e.g., check for font type and size consistency, review formatting, use spell check, use grammar check, etc.), remove these instructions and version pages, and remove the template date from the footer pages (or change the footer date to the actual publication date). Your proper completion of this template will result in faster review and approval by your assigned Procurement Analyst.

You, the author of the solicitation, are responsible for the ultimate content and appearance of the document. You must ensure the accuracy of the content and convey a professional appearance and style. Remember, this document will become a part of a public record. It is your first contact with the vendor community from which you wish to solicit. It represents your Department. See that it is a quality publication.

Note that this template will need to be carefully reviewed by the Procurement Officer and the agency Assistant Attorney General for each project to determine what should be included, revised, or omitted for the particular procurement. Any questions regarding this template may be submitted to your assigned Procurement Analyst at DBM.

Template Version: 10/27/2015
Revisions from Original 03/25/2013 Version:

04/09/2013
-Section 1.2: Definition for “Notice to Proceed;” capitalized the word “Commencement” and added reference to Section 1.4.1.
-Section 1.7: Removed statement that attendance is not mandatory from first paragraph.

04/25/2013
-Section 4.4.8: Revised wording regarding the Bidder’s Certificate of Insurance requirements.

07/01/2013
-Added bolded note at bottom of instructions page.
-Added optional language on solicitation Title page for Small Business Reserve Procurements.
-Section 1.2 Definitions: added definition for “Contract Commencement” and minor revisions to definitions of “Business Day(s),” “Go-Live Date,” and “Working Day(s).”
-Section 1.26 Contract Affidavit: added statement that a Contract Affidavit will be required for renewal options and mods that extend the Contract.
-Section 1.33 Minority Business Enterprise Goal and Subgoals: revised wording and added language for MBE liquidated damages (1.33.9).
-Section 1.34 Living Wage Requirements: revised wording regarding determination of wage tier.
-Added Section 3.9: SOC 2 Type II Audit Report.
-Updated Contract (Attachment A): added Section 4.6 regarding MBE liquidated damages.
-Updated Bid/Proposal Affidavit (Attachment B): added Certification Regarding Investments in Iran and Conflict Minerals clauses.
-Updated DHR Hiring Agreement (Attachment P): added field for Agency Control Number.

07/10/2013
-Section 1.33 Minority Business Enterprise Goal and Subgoals: revised wording for MBE liquidated damages (1.33.9).
-Updated Contract (Attachment A): moved MBE liquidated damages language from Section 4.6 to Section 39 and made revisions.

08/01/2013
-Instructions Page: added language regarding removing instructions page and footer date.
-Sections 1.2, 1.4, and Contract (Attachment A) Section 3.1 and 3.2: revised language regarding duration of Contract, Contract Commencement, Go-Live Date, and Notice to Proceed.
-Section 1.40: added language that price preference is not to exceed 5% and COMAR reference.
-Section 3.4: revised language regarding when certificate of insurance is to be provided.
-Attachment K HIPAA Business Associate Agreement: updated Agreement to comply with new HIPAA rules.
-Corrected several spelling and typographical errors and made minor revisions to language throughout document.

11/01/2013
-Section 1.4.3: removed “. or a later date as.”
-Section 1.33.1 and Attachment D-1: added language regarding MBE subgoals.
-Removed Sections 1.42 - Conflict Minerals and 1.43 - Investment Activities in Iran (both now incorporated in Bid/Proposal Affidavit); following Sections and references to sections updated.
-Section 3.4.6: removed “named.”
-Attachment D-3: added fields for subcontractor’s address and FEIN.
-Attachment M-2: added fields for subcontractor’s address and FEIN.
-Removed Attachment N – Investment Activities in Iran (now incorporated in Bid/Proposal Affidavit).

09/17/2014
-Section 1.1: moved “non-State of Maryland usage” instructions and language from 1.3 to 1.1.5
-Section 1.2: revised definition of “Procurement Officer;” consolidated the terms “Business Day(s)” and “Working Day(s)” to simply “Business Day(s)” throughout solicitation, and removed definition of “Working Day(s).”

Sole Source/Emergency Template Version: 10/27/2015
-Section 1.4: added anticipated start date language to 1.4.3.
-Section 1.31: updated Prompt Payment weblink.
-Section 1.33: updated MBE Requirements language, revised MBE Attachments "D," and references to MBE Attachments "D."
-Section 1.34: revised Living Wage Requirements language and added “Living Wage” clause to Contract (Attachment A).
-Section 3.10 (End of Contract Transition) added.
-Attachment A (Contract): revised wording and order of some sections.
-Attachment H: removed references to DHMH and US DHHS and added instruction to check for any additional requirements/restrictions relative to the applicable Federal funding source.
-Corrected spelling and typographical errors and made minor revisions to language throughout document.

04/17/2015
-Section 1.2: revised definitions for Contract Monitor and VSBE.
-Section 1.3: added sample Contract Type language.
-Section 1.26: added Contract Affidavit clarification.
-Section 1.30: updated mandatory EFT minimum amount.
-Section 1.31: updated Prompt Payment weblink.
-Section 1.41: added language for counting up to 100% of VSBE Prime Contractor work towards VSBE Goal; corrected reference to Center for Verification and Evaluation (CVE).
-Section 1.44: corrected “SBR” Acronym.
-Section 3.3: revised Criminal Background Check instructions and IT Security Requirements.
-Section 3.4: revised Insurance Requirements language.
-Section 3.5.2: revised PEP requirements.
-Section 3.9: revised SOC 2 Type 2 Audit Report language.
-Section 3.10: added optional Liquidated Damages language.
-Section 3.11: revised Contract Transition language (moved to 3.11 from 3.10).
-Attachment A (Contract): revised wording and citation references (clauses 4.1, 11, 14, 23, and 30.1).
-Attachment B (Bid/Proposal Affidavit): updated language to conform with recent procurement-related legislation.
-Attachment J (Non-Disclosure Agreement): revised language regarding Confidential Information.
-Attachments M (VSBE Forms): revised language to allow for counting up to 100% of VSBE Prime Contractor work towards VSBE Goal.
-Corrected typographical errors and made minor revisions and clarifications to language throughout document.

10/27/2015
-Revised wording throughout “specifications” document (replaced “solicitation” with “specifications”), including replacing “Bidder/Offeror” with “Contractor.” Left majority of attentions as-is and added clarification language before Attachment A.
-Revised section numbering in Section 1 (deviation from IFB, MS-IFB, and RFP templates, as section numbering no longer follows the same order as those templates).
-Section 1.2: changed ordering format of definitions from letters to numbers.
-Section 3.4: Revised Insurance Requirements sample language.
-Attachment A (Contract): added Contract clause 25: Right to Audit; added Contract clause 33: Variations in Estimated Quantities; revised ordering and numbering of “optional” sections, and updated references to Contract clauses in the specifications.
-Attachments M-3 and M-4: removed asterisks (**)
MARYLAND DEPARTMENT OF THE ENVIRONMENT

SOLE SOURCE CONTRACT

Contract (BP)

REGIONAL GREENHOUSE GAS INITIATIVE, INC. (RGGI, INC) SUPPORT FOR THE MULTI-STATE REGIONAL GREENHOUSE GAS INITIATIVE (RGGI) AND MARYLAND CO2 BUDGET TRADING PROGRAM

March 23, 2018
# Table of Contents

**SECTION 1 - GENERAL INFORMATION**................................................................. 8

1.1 Summary Statement .................................................................................. 8
1.2 Abbreviations and Definitions .................................................................. 8
1.3 Contract Type ............................................................................................. 10
1.4 Contract Duration ...................................................................................... 10
1.5 Procurement Officer .................................................................................. 10
1.6 Contract Monitor ....................................................................................... 11
1.7 eMarylandMarketplace ............................................................................. 11
1.8 Procurement Method ................................................................................. 11
1.9 Public Information Act Notice .................................................................. 11
1.10 Protest/Disputes ...................................................................................... 11
1.11 Substitution of Personnel ........................................................................ 11
1.12 Mandatory Contractual Terms ................................................................. 12
1.13 Bid/Proposal Affidavit ............................................................................. 12
1.14 Contract Affidavit .................................................................................... 12
1.15 Compliance with Laws/Arrearages ............................................................ 12
1.16 Verification of Registration and Tax Payment .......................................... 12
1.17 False Statements ...................................................................................... 12
1.18 Payments by Electronic Funds Transfer ................................................. 13
1.19 Prompt Payment Policy ........................................................................... 13
1.20 Electronic Procurements Authorized ....................................................... 13
1.21 Minority Business Enterprise Goals ....................................................... 14
1.22 Living Wage Requirements .................................................................... 14
1.23 Federal Funding Acknowledgement ....................................................... 15
1.24 Conflict of Interest Affidavit and Disclosure .......................................... 15
1.25 Non-Disclosure Agreement .................................................................... 15
1.26 HIPAA - Business Associate Agreement ............................................. 16
1.27 Nonvisual Access .................................................................................... 16
1.28 Mercury and Products That Contain Mercury ....................................... 16
1.29 Veteran-Owned Small Business Enterprise Goal .................................. 16
1.30 Location of the Performance of Services Disclosure .............................. 16
1.31 Department of Human Resources (DHR) Hiring Agreement ................. 16

**SECTION 2 – MINIMUM QUALIFICATIONS**....................................................... 17

2.1 Bidder Minimum Qualifications ............................................................... 17

**SECTION 3 – SCOPE OF WORK**...................................................................... 18

3.1 Background and Purpose ......................................................................... 18
3.2 Scope of Work - Requirements ................................................................. 18
3.3 Security Requirements ............................................................................ 19
3.4 Insurance Requirements ........................................................................ 19
3.5 Problem Escalation Procedure ................................................................. 19
3.6 Invoicing ................................................................................................. 20
3.7 MBE Reports .......................................................................................... 21
SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Maryland Department of the Environment (MDE or the Department) is issuing this Contract to provide an annual contribution of funding over three years to the Regional Greenhouse Gas Initiative, Inc. (RGGI, Inc.). RGGI, Inc. will provide program implementation and program development services to support the State of Maryland's participation in the Regional Greenhouse Gas Initiative (RGGI) and the implementation of regulations for the Maryland CO2 Budget Trading Program. Code of Maryland Regulations (COMAR) 26.09.01 through .04. RGGI, Inc., a non-profit corporation incorporated in the State of Delaware, was formed expressly to provide technical implementation and program development support services to signatories of the RGGI Memorandum of Understanding.

1.2 Abbreviations and Definitions

For purposes of this Contract, the following abbreviations or terms have the meanings indicated below: (Add to this Abbreviations and Definitions section any acronym or term unique to these Specifications and not in common use or for which there is not a single, consistent interpretation.)

1. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).

2. CAMD – Clean Air Markets Division of the U.S. EP.

3. CAMD CBS – The Clean Air Market Division Business System is an EPA emissions reporting and tracking platform for CO2 emissions data reporting.

4. COMAR – Code of Maryland Regulations available on-line at www.dsd.state.md.us.

5. Contract – This Contract award. The Contract will be in the form of Attachment A.

6. Contract Commencement - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.

7. Contract Monitor (CM) – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities.


9. Contractor – The vendor that is awarded a Contract by the State.

10. Department or (MDE) – (Department of the Environment).
11. **eMM** – eMaryland Marketplace (see Specifications Section 1.7).

12. **EPA** – United States Environmental Protection Agency

13. **ECMPS** – EPA Emissions Collection and Monitoring Plan System

14. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by these Specifications. See Section 1.4.

15. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.

16. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

17. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.

18. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in these Specifications. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Monitor regarding the start date for any service included within these Specifications with a delayed or non-specified implementation date.

19. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of these Specifications. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.


21. **RGGI** - Regional Greenhouse Gas Initiative

22. **RGGI, Inc** - Regional Greenhouse Gas Initiative, Inc. a non-profit corporation incorporated in the State of Delaware, was formed expressly to provide technical implementation and program development support services to signatories of the RGGI Memorandum of Understanding (the “participating states”), signed December 20, 2005, as amended.

23. **Specifications** (or “solicitation”) – Sole Source OR Emergency Contract Specifications, Contract Number: (enter Contract Number) issued by the Department for REGIONAL GREENHOUSE GAS INITIATIVE, INC. (RGGI, INC) SUPPORT FOR THE MULTI-STATE REGIONAL GREENHOUSE GAS INITIATIVE (RGGI) AND MARYLAND CO2 BUDGET TRADING PROGRAM Services dates (Upon approval – May 31, 2021.


1.3 Contract Type

This Contract shall be a Fixed Price Contract as defined in COMAR 21.06.03.02.

1.4 Contract Duration

1.4.1 The Contract that results from these Specifications shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).

1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.

1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2 definition), anticipated to be on or about July 1, 2018, the Contractor shall perform all activities required by the Contract, including the requirements of these Specifications, for the agreed-upon compensation.

1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date plus three years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation. The Contract end date is June 30, 2021.

1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of these Specifications prior to the award of any Contract is the Procurement Officer at the address listed below:

William Kamberger
Procurement Officer
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore MD 21230
Phone Number: 410-537-3076
Fax Number: 410-537-3443
E-mail: William.kamberger@maryland.gov

The Department may change the Procurement Officer at any time by written notice.
1.6 Contract Monitor

The Contract Monitor is:

Luke Wisniewski  
Chief, Climate Change Division  
Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore MD 21230  
Phone Number: 410-537-4231  
Fax Number: 410-537-4223  
E-mail: Luke.wisniewski@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 eMarylandMarketplace

eMM is an electronic commerce system administered by the Maryland Department of General Services. In order to receive a Contract award, a vendor must be registered on eMM. Registration is free. Go to https://emaryland.buyspeed.com/bsos/login.jsp, click on “Register” to begin the process, and then follow the prompts.

1.8 Procurement Method

This Contract will be awarded in accordance with the Sole Source method under COMAR 21.05.05

1.9 Public Information Act Notice

A Contractor should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.10 Protest/Disputes

Any protest or dispute related, respectively, to this resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.11 Substitution of Personnel

If the Contract requires that a particular individual or personnel be designated work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Monitor prior to the substitution. If the Contractor substitutes personnel without the prior written approval of the Contract Monitor, the
Contract may be terminated for default which shall be in addition to, and not in lieu of, the State’s remedies under the Contract or which otherwise may be available at law or in equity.

1.12 Mandatory Contractual Terms

The Contractor shall be deemed to have accepted the terms and conditions the Contract, attached herein as Attachment A.

1.13 Bid/Proposal Affidavit

The Contractor must submit a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B.

1.14 Contract Affidavit

The Contractor shall complete a Contract Affidavit as part of the Contract Package. A copy of this Affidavit is included as Attachment C. This Contract Affidavit is also required to be submitted by the Contractor with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered to be a “foreign” business.

1.15 Compliance with Laws/Arrearages

The Contractor shall comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

The Contractor represents that it is not in arrears in the payment of any obligations due and owing the State, 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.

1.16 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is http://sdatecert3.resiusa.org/ucc-charter/.

The Contractor shall complete registration prior to the award date. A vendor’s failure to complete registration with SDAT may disqualify an otherwise successful vendor from final consideration and recommendation for Contract award.

1.17 False Statements

Vendors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

(a) Falsify, conceal, or suppress a material fact by any scheme or device;
(b) Make a false or fraudulent statement or representation of a material fact; or
(c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

### 1.18 Payments by Electronic Funds Transfer

Contractor agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The Contractor shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

### 1.19 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract “Prompt Payment” clause (see Attachment A). Additional information is available on GOMA’s website at: http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf

### 1.20 Electronic Procurements Authorized

A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the Specifications, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

B. Participation in the contracting process on a procurement contract for which electronic means has been authorized shall constitute consent by the Contractor to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the Specifications or the Contract.

C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/), and electronic data interchange.

D. In addition to specific electronic transactions specifically authorized in other sections of these Specifications (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this
subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
   (a) the Specifications;
   (b) any amendments to the Specifications or Contract;
   (c) communications regarding the Specifications or Proposal to the Contractor; and
   (d) the Procurement Officer’s decision on any Contract claim.

2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
   (a) ask questions regarding the Specifications; and
   (b) reply to any material received from the Procurement Officer by electronic means that includes a
       Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms

3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract
   administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other
   electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to these Specifications and any Contract awarded pursuant to it are not
authorized to be conducted by electronic means:

1. filing of Contract Claims;
2. submission of documents determined by the Department to require original signatures (e.g., Contract
   execution, Contract modifications, etc.); or
3. any transaction, submission, or communication where the Procurement Officer has specifically directed
   that a response from the Contractor be provided in writing or hard copy.

F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the
identified person as provided in the Specifications, the Contract, or in the direction from the Procurement
Officer or Contract Monitor.

1.21 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

1.22 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State
service contracts over $100,000. Maryland Code, State Finance and Procurement, § 18-101 et al. The Commissioner
of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the
Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living
wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including
but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor
to provide such documents is a material breach of the terms and conditions and may result in Contract termination,
disqualification by the State from participating in State contracts, and other sanctions. See the “Living Wage” clause
in the Contract (Attachment A).
Additional information regarding the State's living wage requirement is contained in Attachment G. The Contractor shall complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1) with their Contract Package. If the Contractor fails to complete and submit the required documentation, the State may determine the Contractor to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from these Specifications will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Contractor must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website http://www.dllr.state.md.us/labor/prev/livingwage.shtml.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.23 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.24 Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit is not required pursuant to COMAR 21.05.08.08(F) for this procurement. The Contractor is required to disclose to the Procurement Officer any actual or potential conflict of interest as it arises, before or after award, in accordance with COMAR 21.05.08.08.

1.25 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.
1.26 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

1.27 Nonvisual Access

The Specifications do not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.28 Mercury and Products That Contain Mercury

These Specifications do not include the procurement of products known to likely include mercury as a component.

1.29 Veteran-Owned Small Business Enterprise Goal

There is no Veteran-Owned Small Business Enterprise (VSBE) participation goal for this procurement.

1.30 Location of the Performance of Services Disclosure

The Specifications do not require a Location of the Performance of Services Disclosure.

1.31 Department of Human Resources (DHR) Hiring Agreement

The Specifications do not require a DHR Hiring Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

There are no Contractor Minimum Qualifications for this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation to secure the continuation of services provided by the Regional Greenhouse Gas Initiative, Inc. (RGGI, Inc.). Over a three year period, RGGI, Inc. will provide program implementation and program development services to support the State of Maryland's participation in the Regional Greenhouse Gas Initiative (RGGI) and the implementation of regulations for the Maryland CO2 Budget Trading Program, Code of Maryland Regulations (COMAR) 26.09.01 through .04.

Maryland joined the Regional Greenhouse Gas Initiative (RGGI), as required by the Maryland Healthy Air Act, when Governor Martin O'Malley signed the RGGI MOU on April 20, 2007. The Regional Greenhouse Gas Initiative is a market-based carbon dioxide (CO2) cap and trade program designed to reduce CO2 emissions from fossil fuel-fired power plants. The regulatory program was implemented by the participating states in January 2009, using a regional auction of CO2 allowances. Presently, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New York, Rhode Island, and Vermont comprise the RGGI region. New Jersey was a participating state for the first three years of the program.

The regional auction is supported by an emissions and allowances tracking system and verified through an independent market monitoring system. A multi-state regional auction allows states to use a successful common auction platform and tracking system and allows for the administration of a uniform offsets program.

RGGI, Inc., a non-profit corporation incorporated in the State of Delaware, was formed expressly to provide technical implementation and program development support services to signatories of the RGGI Memorandum of Understanding. RGGI, Inc. will provide program implementation and program development services to support the State of Maryland's participation in RGGI and implementation of regulations for the Maryland CO2 Budget Trading Program, Code of Maryland Regulations (COMAR) 26.09.01 through .04.

Under this Agreement, RGGI, Inc. will administrate and otherwise manage the Auction Program, the Tracking System, the Offset Program, Market Monitoring, and any and all services required under the aforementioned programs. RGGI, Inc. ensures there are vendors on contract to support each of the necessary components of the regional auction. RGGI, Inc. contracts with each vendor and makes these services available to the participating RGGI states. RGGI, Inc. is the only source providing a multi-state auction platform, a tracking system, market monitoring and an offsets program for the sale of CO2 allowances and performing other administrative services for implementation of the RGGI program for the participating states.

At the direction of MDE, RGGI, Inc. will provide technical support, project management, and overall facilitation for the State of Maryland's participation in the Regional Greenhouse Gas Initiative (RGGI), as outlined in Section 3.2 below.

3.2 Scope of Work - Requirements

The Contractor shall provide services to support implementation and regulation of the Maryland CO2 Budget Trading Program, in accordance with the Regional Greenhouse Gas Initiative Memorandum of Understanding, and as outlined in Exhibit I, Regional Greenhouse Gas Initiative, Inc. Scope of Services in Support of the Maryland CO2 Budget Trading Program

3.3 Security Requirements

3.3.1 Employee Identification
(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3.2 Information Technology

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 Insurance Requirements

3.4.1 Responsibility for Claims and Liability. MDE is not liable in any action of tort, contract, or otherwise for any actions of the Contractor arising out of this Contract. Contractor shall be responsible for all damage to life or property due to its activities or those of its agents or employees. Contractor shall indemnify and absolve MDE, the State, their officials, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees, arising out of or resulting from the goods provided or Contractor's performance of services under this Contract.

3.5 Problem Escalation Procedure

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem;
- For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP;
- Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
- The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

### 3.6 Invoicing

#### 3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name and address;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual’s social security number);
- Invoice period (i.e. time period during which services covered by invoice were performed);
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.
3.3 Security Requirements

3.3.1 Employee Identification

(a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

(b) At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3.2 Information Technology

(a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

(b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.4 Insurance Requirements

3.4.1 Responsibility for Claims and Liability. MDE is not liable in any action of tort, contract, or otherwise for any actions of the Contractor arising out of this Contract. Contractor shall be responsible for all damage to life or property due to its activities or those of its agents or employees. Contractor shall indemnify and absolve MDE, the State, their officials, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney’s fees, arising out of or resulting from the goods provided or Contractor’s performance of services under this Contract.

3.5 Problem Escalation Procedure

3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel, as directed should the Contract Monitor not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which
3.6.2 **Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

RGGI shall base invoices for services rendered to the Department on a calendar year basis. The Department will receive two invoices: one in March and the other in August.

3.6.2.2 The Contractor shall mail all invoices to:

Maryland Department of the Environment  
1800 Washington Boulevard  
Baltimore MD 21230  
Attn: Accounts Payable

### 3.7 MBE Reports

If these Specifications include an MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

(a) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

(b) **Attachment D-4B (if applicable)**, the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

(c) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

### 3.8 VSBE Reports

If these Specifications include a VSBE Goal, the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

(a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

(b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

### 3.9 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

*(End of Scope of Work)*
For purposes of construing the following Attachments and forms, “Bid/Proposal” shall refer to the Contractor’s Proposal, and “Bidder/Offeror” refers to the Contractor unless the context otherwise requires. Any attachment that is stated to be required “within ‘x’ days of notification of Contract award” shall be submitted by the Contractor as part of its Contract Package for Sole Source or Emergency Contracts.
ATTACHMENT A – CONTRACT

REGIONAL GREENHOUSE GAS INITIATIVE, INC. (RGGI, INC)
SUPPORT FOR THE MULTI-STATE REGIONAL GREENHOUSE GAS INITIATIVE (RGGI)
AND MARYLAND CO₂ BUDGET TRADING PROGRAM

THIS CONTRACT (the “Contract”) is made this 1st day of July, 2018 by and between REGIONAL
GREENHOUSE GAS INITIATIVE, INC. (RGGI, INC) and the STATE OF MARYLAND, acting through the
MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which is duly
acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “COMAR” means Code of Maryland Regulations.

1.2 “Contract” means this agreement between RGGI, INC and the State of Maryland, acting through the
Maryland Department of the Environment (MDE).

1.3 “Contract Monitor” means the Department employee identified in Section 1.6 of the Specifications as the
Contract Monitor.

1.3 “Contractor” means RGGI, INC whose principal business address is 90 Church Street, New York, New York
10007.

1.4 “Department” means the Maryland Department of the Environment.

1.5 “Procurement Officer” means the Department employee identified in Section 1.5 of the Specifications as the
Procurement Officer.

1.5 “Proposal” means the Contractor’s Technical and Financial Proposal for REGIONAL GREENHOUSE
GAS INITIATIVE, INC. (RGGI, INC) SUPPORT FOR THE MULTI-STATE REGIONAL
GREENHOUSE GAS INITIATIVE (RGGI) AND MARYLAND CO₂ BUDGET TRADING
PROGRAM. Services dated July 1, 2018.

1.6 “Specifications” (or “solicitation”) means the Sole Source OR Emergency Contract Specifications, Contract
Number: (enter Contract Number) issued by the Maryland Department of the Environment for REGIONAL
GREENHOUSE GAS INITIATIVE, INC. (RGGI, INC) SUPPORT FOR THE MULTI-STATE
REGIONAL GREENHOUSE GAS INITIATIVE (RGGI) AND MARYLAND CO₂ BUDGET
TRADING PROGRAM. Services dated July 1, 2018.

1.9 “State” means the State of Maryland.

2. Scope of Contract

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract
REGIONAL GREENHOUSE GAS INITIATIVE, INC. (RGGI, INC) SUPPORT FOR THE MULTI-
STATE REGIONAL GREENHOUSE GAS INITIATIVE (RGGI) AND MARYLAND CO₂ BUDGET
TRADING PROGRAM awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The Specifications
Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)
Exhibit C – The Proposal

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.


3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date of July 1, 2018, the Contract shall be for a period of three (3) years, beginning July 1, 2018 and ending on June 30, 2021.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract. The total cost to MDE for the services to be provided by the Contractor under the Contract shall be the percentage of RGGI’s budget, (as determined by RGGI, Inc.’s Board of Directors) equal to the percentage of allowances allotted to the State of Maryland based on the State of Maryland’s annual base CO2 Emissions Budget. Unless properly modified, per Section 2.3, payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed $1,650,000 total for the term of this contract.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable
effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the
date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or
applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will
exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a
proper invoice for services provided by the Contractor, acceptance by the Department of services provided by
the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services
rendered must include the Contractor’s Federal Tax Identification or Social Security Number for a Contractor
who is an individual which is (35-2316710). Charges for late payment of invoices other than as prescribed at
Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted
to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this
Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor
an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails
to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any
invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as
the Contractor meets performance standards as established by the Procurement Officer.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this
Contract.

4.5 Contractor’s eMarylandMarketplace vendor ID number is (Contractor’s eMM number).

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports,
drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork,
computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of
the State and shall be available to the State at any time. The State shall have the right to use the same without
restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a
deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as
that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable
under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers,
and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such
products created under this Contract, and will cooperate reasonably with the State in effectuating and
registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of
copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials
provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to
modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or
other property provided by the State to the place designated by the Procurement Officer.
6. **Exclusive Use**

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. **Patents, Copyrights, and Intellectual Property**

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

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

8. **Confidential or Proprietary Information and Documentation**

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
8.2 This Section 8 shall survive expiration or termination of this Contract.

9. **Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. **Indemnification**

10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys’ fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State’s employees.

10.3 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor’s performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. **Non-Hiring of Employees**

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. **Disputes**

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

13. **Maryland Law**

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

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. **Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual’s refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. **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, 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 this Contract.

16. **Non-availability of Funding**

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

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State 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; provided, 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 COMAR 21.07.01.12A(2).

19. 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, interruptions, interferences, 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.

20. Suspension of Work

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

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, $100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file
with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.

25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.

25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).

25.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's
designated accountant or auditor to conduct the audit.

25.5 This Section shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

26.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

26.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

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

26.4 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.

27. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

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 of its Bid/Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor’s obligations to its subcontractors.

29. Liability

For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:

29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
29.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form Contractor’s liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;
b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

____________________________
Sole Source/Emergency Template Version: 10/27/2015
a. Retainage which had been withheld and is, by the terms of the Contract between the Contractor and subcontractor, due to be distributed to the subcontractor; and
b. An amount withheld because of issues arising out of a Contract or occurrence unrelated to the Contract under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;
b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

a. Verify that the certified MBES listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
b. This verification may include, as appropriate:
   i. Inspecting any relevant records of the Contractor;
   ii. Inspecting the jobsite; and
   iii. Interviewing subcontractors and workers.
   iv. Verification shall include a review of:
      (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
      (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
   i. Terminate the contract;
   ii. Refer the matter to the Office of the Attorney General for appropriate action; or
   iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency
may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Variations in Estimated Quantities

Unless specifically indicated otherwise in the State’s Specifications or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

35. Notices

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

If to the State:  William Kamberger
Procurement Officer
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore MD 21230
Phone Number: 410-537-3076
Fax Number: 410-537-3443
E-mail: William.kamberger@maryland.gov

If to the Contractor:  Andrew McKeon
Executive Director
Regional Greenhouse Gas Initiative, Inc.
90 Church Street
New York, NY 10007
Office Number: 212-417-7345
Mobile Number: 212-861-7059
E-mail: Andrew.mckeon@rggi.org

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
CONTRACTOR

[Signature]

By:

April 16, 2018

Date

STATE OF MARYLAND
DEPARTMENT OF THE
ENVIRONMENT

[Signature]

By: THOMAS J. FRENCH, DIRECTOR
OPERATIONAL SERVICES
ADMINISTRATION
Or designee:

5/18/18

Date

Approved for form and legal sufficiency
this 17th day of April, 2018.

[Signature]

Assistant Attorney General

APPROVED BY BPW: (Date) (BPW Item #)
A. AUTHORITY

I hereby affirm that I, ___________ (name of affiant) am the ___________ (title) and duly authorized representative of Kolex, Inc. (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, 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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.
The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) WILLFULLY AND KNOWINGLY AID, ASSIST IN, PROCURE, COUNSEL, OR ADVISE THE PREPARATION OR PRESENTATION OF A DECLARATION, STATEMENT, OR OTHER DOCUMENT THAT IS FRAUDULENT OR FALSE AS TO ANY MATERIAL MATTER, REGARDLESS OF WHETHER THAT FALSY OR FRAUD IS COMMITTED WITH THE KNOWLEDGE OR CONSENT OF THE PERSON AUTHORIZED OR REQUIRED TO PRESENT THE DECLARATION, STATEMENT, OR DOCUMENT;

(5) WILLFULLY AND KNOWINGLY FAIL TO FILE ANY DECLARATION OR NOTICE WITH THE UNIT THAT IS REQUIRED BY COMAR 21.11.12; OR

(6) ESTABLISH, KNOWINGLY AID IN THE ESTABLISHMENT OF, OR EXERCISE CONTROL OVER A BUSINESS FOUND TO HAVE VIOLATED A PROVISION OF § B-2(1)-(5) OF THIS REGULATION.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

[Signature]

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) §7205, Fraud and False Statements, or

(e) §7207, Fraudulent Returns, Statements, or Other Documents;


(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body,
the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with
the business, and the status of any debarment):

________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers,
directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting
activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred
(including being issued a limited denial of participation) by any public entity, except as follows (list each debarment
or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the
proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business,
the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed
the grounds of the debarment or suspension).

________________________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and 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. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

________________________________________________________________________
Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, 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.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: ___________________________
L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: April 16, 2018

By: [Signature] (print name of Authorized Representative and Affiant)

[Signature] (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL
ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, [Name of Affiant], am the [Title] and duly authorized representative of [Name of Business Entity] and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

1. Corporation — □ domestic or □ foreign;
2. Limited Liability Company — □ domestic or □ foreign;
3. Partnership — □ domestic or □ foreign;
4. Statutory Trust — □ domestic or □ foreign;
5. □ Sole Proprietorship.

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

Name and Department ID: [Name and Department ID]
Number: [Number]
Address: [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 true name and address of the principal or owner as:

Name and Department ID:
Number: [Number]
Address: [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:

__________________________________________

Sole Source/Emergency Template Version: 10/27/2015
I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business’s policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and
(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(i), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(i), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated ________, 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: April 16, 2018

Signature: Andrew J. McLean
By: ______________________ (printed name of Authorized Representative and Affiant)

__________________________ (signature of Authorized Representative and Affiant)
ATTACHMENT C – CONTRACT AFFIDAVIT FOR EMERGENCY PROCUREMENTS

This solicitation does not include any emergency procurements.

ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:
   (a) Has a State contract for services valued at less than $100,000, or
   (b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:
   (a) Performs work on a State contract for services valued at less than $100,000,
   (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
   (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:
   (a) Services with a Public Service Company;
(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.
J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/ and clicking on Living Wage for State Service Contracts.
Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. ______________________________

Name of Contractor ______________________________

Address ______________________________________

City __________________ State ______ Zip Code ______

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

☐ Bidder/Offeror is a nonprofit organization
☐ Bidder/Offeror is a public service company
☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. __________________________ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: ________________________________

_________________________________________ Date
Signature of Authorized Representative

_________________________________________ Date
Title

_________________________________________ Witness Name (Typed or Printed)

_________________________________________ Date
Witness Signature

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL
ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

This solicitation does not require a Conflict of Interest Affidavit and Disclosure.

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

This solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENTS M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.
BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: U00B9400001 PRINT DATE: 05/22/18 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
REGIONAL GREENHOUSE GAS INITIATIVE INC
90 CHURCH STREET 4TH FLOOR
NEW YORK, NY 10007
(212) 417-7329

REFER QUESTIONS TO:
JANE C. NOBLE
(410) 537-3079
JANE.NOBLE@MARYLAND.GOV

ITB: U00R8400297 EXPR DATE: 06/30/21
POST DATE: 05/22/18 DISCOUNT TERMS: NET 30 DAY

TERMS:
ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR’S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

LINE # STATE ITEM ID U/M UNIT COST

0001 92045-E75002 LT 1,650,000.0000

SERVICE AGREEMENT

BLANKET PURCHASE ORDER FOR A SERVICE AGREEMENT BETWEEN MARYLAND DEPARTMENT OF THE ENVIRONMENT AND RGGI, INC.
EFFECTIVE FROM JULY 1, 2018 THROUGH JUNE 30, 2021.
PLEASE CONTACT BRIAN HUG AT (410) 537-4125 FOR ANY QUESTIONS.

******* LAST PAGE *******

AUTHORIZED BY: William Kamberger DATE: 5/23/18
BUYER AUTHORIZED DESIGNEE
AMENDMENT TO THE SOLE SOURCE SERVICES CONTRACT BETWEEN THE MARYLAND DEPARTMENT OF THE ENVIRONMENT AND REGIONAL GREENHOUSE GAS INITIATIVE, INC.

WHEREAS, the Maryland Department of the Environment (hereinafter, “MDE”) and Regional Greenhouse Gas Initiative, Inc. (hereinafter, “RGGI, Inc.”) are currently parties in a Contract for Support for the Multi-State Regional Greenhouse Gas Initiative (RGGI) and Maryland CO₂ Budget Trading Program (Contract No. BPOB9400001).

WHEREAS, the parties agree to amend the Contract for the purpose of extending the Contract end date to December 31, 2021 or upon the award of a new contract, whichever comes first.

NOW, THEREFORE, IT IS AGREED as of the execution date of this Amendment between MDE and RGGI, Inc. that:

1. Except as otherwise provided for herein, all terms and conditions of the original Contract are hereby affirmed and remain in full force and effect, including, but not limited to, all prices and the maximum value of the contract.

2. The Period of Performance of this Amendment is July 1, 2021 – December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

May 3, 2021
Date

By: ________________________________
Andrew McKeon, Executive Director
Regional Greenhouse Gas Initiative, Inc.

MARYLAND DEPARTMENT OF THE ENVIRONMENT

May 25, 2021
Date

By: ________________________________
Thomas French, Director
Operational Services Administration

Approved as to form and legal sufficiency this ___________ day of ________ , 2021.

___________________________________
Assistant Attorney General