



STATE OF MARYLAND

**DEPARTMENT OF GENERAL SERVICES
OFFICE OF ENERGY & SUSTAINABILITY**

**MULTI-STEP INVITATION FOR BIDS (MS-IFB)
STATEWIDE: GENERATION AND TRANSMISSION OF
RETAIL ELECTRICITY SUPPLY
MS-IFB NUMBER: BPM043977/001IT821447**

ISSUE DATE: MAY 1, 2024

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

NO BID NOTICE/VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: GENERATION AND TRANSMISSION OF RETAIL ELECTRICITY SUPPLY
Solicitation No: BPM043977/001IT821447

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the solicitation is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - The scope of work is beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the Bid is insufficient
 - Start-up time is insufficient
 - Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
 - Bid requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
 - MBE or VSBE requirements (Explain in REMARKS section)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - Payment schedule too slow
 - Other: _____
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF GENERAL SERVICES (DGS)
KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Services, GENERATION AND TRANSMISSION OF RETAIL ELECTRICITY SUPPLY
Solicitation Number:	BPM043977/001IT821447
MS-IFB Issue Date:	May 1, 2024
MS-IFB Issuing Office:	Department of General Services (DGS or the "Department")
Procurement Officer:	Tierra Ali-Said 301 West Preston Street, Suite M-4 Baltimore, MD 21201
e-mail:	Tierra.Ali-Said1@maryland.gov
Office Phone:	(410) 767-0788
Technical Responses are to be sent to:	Submit Via eMMA
Pre-Bid Conference:	May 15, 2024, at 10:00 AM Local Time See Attachment A for instructions.
Questions Due Date and Time	May 22, 2024, at 3:00 PM Local Time
Technical Response Due (Closing) Date and Time:	June 5, 2024, at 3:00 PM Local Time Offerors are reminded that this is a Multi-Step Invitation for Bid, and all Offerors must meet the Minimum Requirements in order to participate in Phase 2 of the Multi-Step Process.
Public Reverse-Auction Date, Time and Location	To Be Announced Upon the Completion of Technical Response Reviews EnelX will notify the prequalified vendors of the Reverse Auction's Date and Time
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite Quantity, with Firm Fixed Price for Electric Supply, as defined in COMAR 21.06.03.02
Contract Duration:	Three (3) Year Base Period, with One (1) Renewal Option
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

Due to the critical requirement of electricity supply procured under this solicitation, the ability of Offeror to adhere to the commitments made in this Contract is crucial. As part of the determination to be considered reasonably susceptible of being selected for award, Offeror must document in its Proposal that the following Minimum Qualifications have been met:

1.1.1 Licensing and Certification:

Offeror must provide evidence of the following credentials:

- a) Maryland License: Evidence that Offeror is licensed by the State of Maryland Public Service Commission (PSC) to provide deregulated Electric Supply in the State.¹

Required Documentation:

As evidence of satisfaction of this requirement, Offeror shall provide in its Technical Proposal a copy of its current MD PSC license, or license number and PSC approval date.

- b) FERC market-based rate authority: Evidence that the Offeror possesses a FERC power marketing license for retail sales of electric energy, capacity and Ancillary Services in the PJM Independent System Operator (ISO) region. Include FERC baseline eTariff Docket No., date of application, and date of approval. For the period of time that the Contract is in effect between the State and awarded Offeror (Contractor), the Contractor shall have and maintain evidence of FERC market-based rate authorization for retail sales of energy, capacity and Ancillary Services in PJM.

Required Documentation:

As evidence of satisfaction of this requirement, Offeror shall provide in its Technical Proposal a copy of its current FERC license, or FERC docket number and approval date.

- c) PJM Interconnection Requirements:

Required Documentation:

As evidence of satisfaction of this requirement, Offeror shall provide in its Technical Proposal

- 1) Proof of PJM membership and evidence of being a member in good standing with PJM;
- 2) Evidence of being a signatory to all applicable PJM agreements; and

¹ For more information regarding MD PSC's License to Supply Electricity and to download an application, visit <https://www.psc.state.md.us/electricity/application-license-supply-electricity/>.

- 3) Proof that Offeror has met the credit requirements of PJM Interconnection, LLC.

1.1.2 Prior Experience:

- a) During the past five years from the date of this solicitation, Offeror must have served as a Load Serving Entity (LSE), supplying retail power to a combined total of three (3) clients, one of which must be a federal, state or local government client in the PJM region through contract awards, each for a term of at least 24 months, and each serving at least 250 non-residential accounts, and each supplying at least 75,000 Megawatt hours (MWh) of non-residential load annually.
- b) **Required Documentation:** As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five years from the date of this solicitation which attest to the Offeror's experience and capability in meeting the above requirements.

1.1.3 Financial Strength and Disclosure: Offeror must demonstrate its good credit standing to meet currently, and subsequently on an annual basis, the criteria established under item (h) (1-4), below. The Offeror shall submit the following information demonstrating financial strength and stability:

- (a) Certified financial statements and SEC filings (including annual 10-K and quarterly 10-Q filings) for the most recent 12 months.
- (b) List of regulatory action(s) against the Offeror during the past three years.
- (c) List of lawsuits currently pending or ended, whether by judgment, settlement or other means, during the past three years with explanations and current status.
- (d) Indicate whether the parent company or any subsidiary businesses of the Offeror have an established credit rating by one of the big-3 rating agencies, notably S&P, Moody's or Fitch, and, if so, the history of Offeror's rating level over the past five years.
- (e) Explanation of any previous filings for bankruptcies and/or loan defaults within the last five (5) calendar years.
- (f) List of entities that have debarred the Offeror from entering into any Contracts over the past five (5) calendar years.
- (g) List of Contracts terminated in de-regulated energy markets due to default on the part of the Offeror within the last five (5) years with an explanation.
- (h) The Offeror must satisfy one of the following financial requirements:
 1. Prior to Contract execution, post an irrevocable Letter of Credit in the amount of ten percent (10%) of the Contract value to the State as the sole beneficiary. The Letter of Credit shall be irrevocable during the term of the Contract, in a form satisfactory to the State, and shall be drawn on a bank having capital of at least \$100,000,000.00, and demonstrated to be insured

by the Federal Deposit Insurance Corporation and a member of the Federal Reserve System;

or

2. Prior to Contract execution, provide a Performance Bond in the amount of ten percent (10%) of the Contract value, in a form satisfactory to the State, and duly executed by the Supplier and a surety qualified to do business in the State of Maryland. The Bond shall be irrevocable during the term of the Contract. The Performance Bond shall be in the form specified and required by COMAR 21.07.02.10.

The Contractor shall furnish a Performance Bond in the amount of 10% of the amount bid. The Bond shall be renewed at least sixty - (60) days prior to the annual anniversary date of the Contract. Bonds may be annualized. The Performance Bond shall be in the form specified and required by COMAR 21.07.02.10.

Failure by the Contractor to deliver the required performance bond by the specified time may cause the contractor's bid to be rejected and award may be made to the next lowest responsive and responsible Offeror.

Note: Performance Bond or irrevocable Letter of Credit must be submitted via PDF copy along with Response submission.

The Offeror must indicate in its Technical Proposal which methods it intends to use to satisfy the above requirements.

Offerors must pre-qualify in order to participate in the Auctions.

PLEASE NOTE: FAILURE TO PROVIDE THE INFORMATION AS REQUIRED ABOVE WILL RENDER YOUR BID NONRESPONSIVE AND WILL RESULT IN DISQUALIFICATION FOR AWARD.

THIS IS A MULTI-STEP INVITATION FOR BID. SUCCESSFUL RESPONSES SHALL BE USED TO PRE-QUALIFY FOR THE AUCTION PORTION OF THE SOLICITATION.

TECHNICAL EVALUATIONS WILL BE USED TO PRE-QUALIFY RESPONSIVE PARTICIPANTS.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The State of Maryland, by and through its Department of General Services (hereinafter “DGS” or “State”) is issuing this Multi-Step Invitation for Bids (MS-IFB) for the retail supply of electricity to accounts for designated State agencies, the University System of Maryland (hereinafter “USM”), and several eligible Non-State entities. Electricity supply shall include energy, capacity, Ancillary Services, scheduling, balancing and network firm transmission necessary for the firm supply of electricity to Delivery Points in the Potomac Edison, Baltimore Gas and Electric, Delmarva Power and Potomac Electric Power Company regulated service territories.
- 2.1.2 The successful Offeror (Contractor) will supply the full requirements of such electricity, currently estimated at approximately 300,000 MWh annually, for up to approximately 3,000 accounts. Accounts cover State executive and independent agencies, USM institutions, and may also cover eligible participating Non-State partners (see para. 2.1.3 below), for the full contract duration specified in Exhibit 1. Deliveries to each account shall commence beginning with the first day of the June 2024 meter read period unless a different start date is indicated in Exhibit 1.
- 2.1.3 DGS intends to secure competitively priced bids for electricity supply through a series of online reverse auctions. Details on the reverse auction process are described throughout the remainder of this document.
- 2.1.4 **Please note there are strict deadlines associated with this Solicitation, due to the nature of the Solicitation process.**

2.2 Background and Purpose

- 2.2.1 The Contract(s) resulting from this solicitation shall be a firm fixed price agreement for Electric Supply, as defined in COMAR 21.06.03.02.
- 2.2.2 DGS intends to make a single or multiple awards as a result of this solicitation. See MS-IFB Section 4.9 Award Basis for more Contract award information.
- 2.2.3 In accordance with State Finance and Procurement Article §4-316, Annotated Code of Maryland, Maryland county and municipal governments, or government agencies and not for profit organizations within the State of Maryland may purchase from the Contractor services covered by this Contract at the same terms and prices chargeable to the State if those entities are identified prior to auction. Otherwise, 2.3.18 applies.

2.3 Responsibilities and Tasks

2.3.1 The State intends to secure competitive bids for retail electricity supply, utilizing an internet-based transaction platform.

2.3.2 A Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.3.3 DGS Contracting Authority:

DGS is the legal contracting authority for all State entities except USM institutions. DGS is authorized to award Contracts on behalf of all State entities, except USM, which have accounts covered under this IFB. Contract Delegation Authority for USM accounts is assigned to the University of Maryland Institutions.

2.3.4 Notification of Intent to Award:

a) Within one hour of the completion of an auction DGS will notify each successful Offeror by e-mail of intent to award on behalf of DGS covered accounts. DGS will issue a Blanket Purchase Order(s) to each successful Offeror for covered State of Maryland government accounts, except USM accounts. A Blanket Purchase Order shall constitute a legally binding executed agreement between DGS and other Using Authorities and the successful Offeror. DGS will endeavor to issue a Blanket Purchase Order within 48 hours of an email notification of intent to award.

b) Each USM institution will issue a Purchase Order to the successful Offeror(s) covering that institution's accounts. A Purchase Order shall constitute a legally binding executed agreement between the respective USM institution and the successful Offeror. USM institutions will each endeavor to issue a Purchase Order within 48 hours of an email notification of intent to award. The Department of General Services, Office of Energy and Sustainability shall share its information upon Award of the Contract.

c) Any eligible participating non-State party will provide a suitable contract document (e.g., purchase order) to the successful Offeror(s), covering accounts awarded on that party's behalf. The document (e.g., purchase order) shall constitute a legally binding executed agreement between the respective non-State party and the successful Offeror.

2.3.5 Maryland State and local governing entities as defined in Finance and Procurement §13-110(a) and nonprofit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State if those entities are identified prior to auction. Otherwise, 2.3.18 applies. All such purchases by Maryland local and municipal governments or government agencies, public school systems and community colleges, or nonprofit entities:

a) Shall constitute Contracts solely between the Contractor and that entity;

b) Shall not constitute purchases by the State or State agencies under the Contract;

c) Shall not be binding or enforceable against the State; and

d) May be subject to other terms and conditions agreed to by the Contractor and the purchaser.

A full list of non-State entities including their detailed account information will be provided prior to an auction.

- 2.3.6 All Contract prices, terms, and conditions must be provided to any Maryland local government, public school system, community college, or nonprofit entity requesting services under the Contract.
- 2.3.7 Staff and Roles
- In addition to the Procurement Officer, the State will designate a Project Monitor who will be responsible for:
- a) Periodic communications with the Contractor, as required.
 - b) Specific task direction to the Contractor.
 - c) Providing information and data required to facilitate the Contractor's performance of the work.
 - d) Addressing Contractor performance issues.
- 2.3.8 Enrollments: The Contractor shall be responsible for providing a seamless transition with regard to the switching of accounts from the applicable EDC or third-party electric Supplier. The Contractor shall fulfill any obligations with the applicable EDC to that end. If the Contractor fails to switch accounts from the applicable EDC or a third-party electric Supplier and any such switch is not due to a failure of the State, the Contractor will make the State whole for costs incurred by such delay.
- 2.3.9 All quantities required to be delivered to accounts included in this contract shall be considered firm requirements and guaranteed for continuous delivery by the Contractor to the Delivery Point. The Contractor shall be liable for all penalties assessed by the ISO to the accounts for the non-delivery of firm requirements. The electricity provided under this contract shall conform to the tariff of the interstate/intrastate transmitting utility and the EDC at the Delivery Points for the accounts specified in Exhibit 1. The Agency has organized the electricity account data in an Exhibit as described below. The Contractor warrants that it has good title to the firm fixed Electric Supply sold and delivered in accordance with this IFB and accompanying contract documents and that it has the right to sell the same.
- 2.3.10 Offerors' prices shall be submitted utilizing an internet-based, reverse auction platform hosted by Enel X North America.
- 2.3.11 Exhibit 1 will be in the form of an MS Excel file which specifies the accounts included in this contract and will include a pdf Letter of Authorization (LOA) document for each utility, as well as the account groups and pricing event times. When available, Exhibit 1 will be posted at [eMaryland Marketplace Advantage](#). For each account, the following information will be provided, if available:
- a) EDC Name or Abbreviation Code
 - b) EDC Account Number
 - c) Electronic Choice ID (if applicable)
 - d) Agency or Entity Name as provided by the State
 - e) EDC POLR Class Designation: e.g., Type I, Type II, Type III
 - f) Monthly Billing Usage
 - g) EDC Rate Class
 - h) EDC Service Address
 - i) Interval Usage (e.g., On-Peak, Intermediate Peak, Off-Peak, if applicable)

- j) Annual Capacity PLC Tag
- k) Annual Transmission PLC (NITS) Tag
- l) Service Start Date

2.3.12 The Contractor is responsible, at its sole expense, for the provision of NITS necessary to serve each account. Contractor is also responsible, at its sole expense, for future PJM charges assessed to network transmission customers for PJM-required transmission system enhancements, pursuant to the PJM Regional Transmission Expansion Plan and for future PJM charges assessed to network transmission customers for transition costs related to the elimination of through-and-out transmission rates.

2.3.13 Regulatory Changes - If any regulatory change(s) is imposed after this Contract has been initiated, the Contractor may pass through to the State any charges or discounts that are a result of the regulatory change(s) so long as such charges/discounts are directly related to supplying electricity under this Contract. The Contractor is required to submit a written notice of such regulatory change accompanied by an explanation of how the change is directly related to supplying electricity to DGS. This notice must be provided to DGS sixty (60) days prior to the implementation of the regulatory change.

Regulatory Change may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant EDC, PJM, or PJM's successor. A Regulatory Change may also mean a new element of retail full requirements service imposed through law or regulation by the State or the United States.

2.3.14 Reliability Guidelines: Contractor agrees to adhere to the applicable operating policies, criteria and/or guidelines of FERC, NERC, PJM, and any regional or sub-regional requirements.

2.3.15 Continuity of Service: It shall be the Contractor's responsibility to coordinate with the EDC as necessary to resolve issues related to the EDC's regulated services and to ensure the reliable provision of electricity to the facilities included in the contract. Metering services shall continue to be provided by the EDC. Refer to 2.3.8 for further information regarding Delivery Start Date.

2.3.16 Nominating and Balancing Responsibilities: It is the Contractor's responsibility to conduct all required nominations to deliver firm Electric Supply on behalf of the facilities specified herein. The Contractor shall be fully familiar with the imbalance, transmission grid loss and line loss policies of both the EDC and the interstate and intrastate transmission companies. Any additional costs and/or penalties associated with delivering full requirements will be borne by the Contractor.

2.3.17 Adding and Deleting Accounts

a) For a variety of reasons, it is possible that certain authorized facilities/accounts eligible to compete their electric requirements but not included in Exhibit 1 may request to satisfy their competitive electric requirements by use of this contract. In that event, the Agency shall provide the Contractor with the facility's electric requirements, and the facility/account will be added at the same price and terms as all other accounts within that contract, provided the total accounts added throughout the term of the contract do not exceed 5% of the contract's original estimated kilowatt hours. Any accounts outside of this 5% allowance will be added through the bilateral execution of a contract modification. This may include any additional purchases of Renewable Energy Credits (RECs).

b) For an applicable EDC where the policy is to change account number(s) upon enrollment with a third-party contractor, the facility will not be considered an addition to the Contract, even if

a new account number is assigned. If the EDC deems appropriate to change an account number for a facility during the term of this Contract, this will also not be considered an addition and it will continue to be served at the Contract award price for the full term of the contract.

2.3.18 Contract Account Invoicing

- a) Consolidated billing –Unless otherwise instructed by the contracting entity, Contractor shall invoice account holders for supply-related charges, through monthly utility bills rendered by the EDC (consolidated billing), for each account covered in this Contract. Contractor must comply with the policies and procedures of the respective EDC regarding submission of account charges and the subsequent reimbursement for charges, as well as requirements of the PSC.
- b) Notification of dual billing –For any State account not eligible for consolidated billing (e.g., an EDC summary billed account), Contractor shall directly invoice the account holder each month. Within ten (10) business days of contract award, DGS will provide the Contractor with the billing address and billing personnel contact information for each individually billed account. Contractor shall address any billing issues to the designated billing personnel for the respective account. Contractor is cautioned that the State will not be liable for payments not made on time due to Contractor’s failure to deliver an invoice to the proper address. All contractor invoices shall include the following information:
- i Contractor name
 - ii Remittance address.
 - iii Federal taxpayer identification number
 - iv Invoice period.
 - v Invoice date.
 - vi Invoice number.
 - vii State-assigned Contract number.
 - viii State assigned Blanket Purchase Order numbers.
 - ix Brief description of services provided.
 - x Total amount due.

2.3.19 The State reserves the right to reduce or withhold Contract payment in the event the Contractor fails to provide all required deliverables within the time frame specified in the Contract, In the event that the Contractor materially breaches the terms and conditions of the Contract, payment will be withheld until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the State, or any 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.

2.3.20 Except due to factors beyond its control, the Contractor shall render an invoice no later than 60 days following the final day of an account’s Billing Period.

2.4 Reverse Auction Process

- 2.4.1 The Agency plans to utilize an internet-based auction platform provided by Enel X to obtain pricing for this procurement.
- 2.4.2 All Bid Prices shall be submitted to DGS through the auction platform provided by Enel X (<https://www.exchange.enelx.com>), in accordance with the requirements of this IFB and the Enel X auction platform. It shall be the responsibility of the Offeror to be familiar with the rules and the mechanics of the Enel X auction platform. Enel X will provide training to any Offeror upon request.
- 2.4.3 Offerors may submit and resubmit Bid Prices until the close of the auction time for each pricing group. Offerors are not required to submit a bid or otherwise participate in every auction event; however, the Agency encourages all Offerors to bid on each pricing group and pricing product.
- 2.4.4 DGS will determine the lowest Total Bid Price per kWh submitted through the Enel X auction platform for each combination of pricing groups, terms, and pricing products. For any account which receives Bid Prices for more than one pricing product, DGS may not choose to award a contract to the lowest bid on any of the pricing products. If DGS determines that any offer is not in the best interest of the State, then the DGS Procurement Officer or designee may reject such offer. A maximum of one pricing product will be accepted for each pricing group.
- 2.4.5 DGS may accept or reject any or all bids, in whole or in part. The state may elect to make a single award, multiple awards, or no award at all.
- 2.4.6 Within one hour of the conclusion of an auction, DGS will issue a notification of intent to award for Contract award to the winning Offeror.
- 2.4.7 Within one hour of the conclusion of an auction, each USM institution will issue a notification of intent to award for Contract award to the winning Offeror.

2.5 Administrative Fee

- 2.5.1 DGS will assess an administrative fee (\$/kWh) for all Maryland State government accounts (including DGS and USM accounts; not including non-State entities' accounts) for all electricity consumed by accounts for which Contractor has received payment. The Contractor agrees to collect such fees on behalf of the State. The fees shall not be included in the Offeror's price but shall be included as a pass through in Contractor's charges. For ease of billing, the Contractor will be permitted to bill this fee as a separate line item in its invoices. The amount of the administrative fee will be provided by the State to the successful Contractor.
- 2.5.2 The Contractor shall reimburse DGS monthly for any administrative fees collected under this Contract. Payments shall be remitted to State of Maryland, Department of General Services and sent to:

Director of Fiscal Services
Maryland Department of General Services
301 W. Preston Street, Room 1309
Baltimore, MD 21201

2.6 Attestation of Renewable Attributes and Green Reporting Requirement

- 2.6.1 The Contractor shall comply with the current Maryland RPS as defined by statute and accompanying regulations herein and shall provide its proportional share of the RPS in its fuel mix.
- 2.6.2 Within 30 days following each Contract anniversary date, the Contractor will provide the Agency with a report attesting to the amount of renewable energy (as defined by State law) that has been supplied into the PJM grid on behalf of the State of Maryland, and the percentage of each particular renewable source used to generate the electricity.
- 2.6.3 For Green-e energy, the auditing and accounting standards used to provide such attestation and disclosure reports shall comply with the Green-e Certification program (<http://www.green-e.org/>), administered by the Center for Resource Solutions.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor shall:

- A. Furnish an updated schedule describing the activities for the Contractor, the State, and any third parties for a successful contract start.
- B. Identify Key Personnel, including principal customer service representative, billing operations manager, and problem escalation contact.
- C. Confirm account enrollment timelines, expected service start dates for the respective EDCs, and address any issues which may delay timely enrollment of any account(s).
- D. Confirm accounts to be enrolled in consolidated billing through respective EDCs; for all other accounts, Contractor shall confirm the billing addresses furnished by the State. For additional details, see section 3.3.3 below.

3.2 Invoicing

3.2.1 General

3.2.2 Refer to Section 2.3.19 a)

3.2.3 Refer to Section 2.3.19 b)

3.2.4 Taxes: Contractor is advised that the State is exempt from Maryland sales and use taxes. However, State accounts may be subject to local sales and use taxes levied by a Maryland subdivision.

3.3 Liquidated Damages

3.3.1 MBE Liquidated Damages

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

3.3.2 Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

3.4 Disaster Recovery and Data

3.4.1 Unless specified otherwise in the MS-IFB, the Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability, and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.

3.4.2 The Contractor shall have a thorough contingency and disaster recovery plan in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor's operations, however caused.

3.4.3 The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point of object one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.

3.4.4 The Contractor shall test the contingency and disaster recovery plan at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State or authorized using agency to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations. The Contractor shall send the Contract Monitor a notice of completion following the contingency and disaster recovery testing.

3.4.5 Such contingency and disaster recovery plants shall be made available to the State and using authority to inspect and test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.5 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.5.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- a) Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - b) Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
- 3.5.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.5.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.5.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.5.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.5.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.6 Security Requirements

3.6.1 Security Clearance / Criminal Background Check

A security clearance is not required for Contractor Personnel assigned to the Contract.

3.6.2 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

3.7 Problem Escalation Procedure

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. 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:
- a) The process for establishing the existence of a problem;
 - b) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - c) 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;
 - d) Expedited escalation procedures and any circumstances that would trigger expediting them;
 - e) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - f) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - g) A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.7.4 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.

3.8 SOC 2 Type 2 Audit Report

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

3.9 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

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4 Procurement Instructions

4.1 Pre-Bid Conference

- 4.1.1 A pre-Bid conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions on eMMA.
- 4.1.4 Those wishing to attend the web conference may request a meeting invitation by emailing Tierra Ali-Said at Tierra.Ali-Said1@maryland.gov no later than 3:00 PM on **May 13, 2024**. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by **3:00 PM May 14, 2024**.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The MS-IFB, Conference Summary and Attendance Sheet, Offerors' questions and the Procurement Officer's responses, Addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All question submitted pertaining to this Solicitation shall be identified in the subject line: the Solicitation Number and Title (BPM043977/001IT821447 - GENERATION AND TRANSMISSION OF RETAIL ELECTRICITY SUPPLY) and shall be submitted in writing via e-mail to the Procurement Officer no later than the Questions due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for MS-IFB and amendments and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding to the Department unless it issues an amendment in writing.

4.4 Procurement Method

This Contract will be awarded in accordance with the Multi-Step Sealed Bidding method in accordance with COMAR 21.05.02.17.

- 4.4.1 There will be a two (2) step process for awarding this Contract. The first step will be the evaluation of the technical qualifications of the firms that are bidding. Technical qualifications shall be submitted via eMMA. The second step will be an invitation to participate in the

reverse auction for those Offerors whose technical submissions are determined to be acceptable to bid in the second step.

- 4.4.2 The Department reserves the right to reject any and all bids or to request additional information from any source or sources considered qualified. To be responsive, Bids must state full, accurate, and complete information as required by this Multi-Step Sealed Bid.

4.5 Bid Due (Closing) Date and Time

- 4.5.1 In Phase I, Bid Responses in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for an extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Responses should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Responses received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 All Bid Prices shall be submitted to DGS through the auction platform during Phase II, provided by Enel X in accordance with the requirements of this MS-IFB.
- 4.5.5 It shall be the responsibility of the Offeror to be familiar with the rules and the mechanics of the Enel X auction platform. Enel X will provide training to any Offeror upon request.

4.6 Multiple or Alternate Bids

Multiple or alternate Bid Responses will not be accepted.

4.7 Receipt, Opening and Recording of Bids

- 4.7.1.1 Bid Responses shall be opened at the time, date and place designated in the MS-IFB Key Information Summary. The name of each Offeror, their Response to this MS-IFB, and such other information as is deemed appropriate shall be made available and recorded at the time of Response opening.

4.8 Confidentiality of Bids / Public Information Act Notice

- 4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Bid 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 information should be identified by page number and placed in the Transmittal Letter with the Bid.
- 4.8.2 The Bids shall be tabulated, or a Bid abstract made. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.9 Award Basis

- 4.9.1 Awards as a result of this Solicitation is a multi-step process. Offerors are to submit a responsible and responsive Bid Response during the first phase of this multi-step process. Only technical documents are required for the first phase of the multi-step process. Offerors are to submit their responses on eMMA no later than the Closing date specified on the Key Information Sheet. Offerors will be evaluated on their ability to submit Technical documents in this phase.
- 4.9.2 Successful Offerors in the first phase, will be notified and will be able to participate in the second phase of the multi-step process. In the second phase, the State intends to award Contracts to the responsible Offeror(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this MS-IFB. Offerors are not required to submit a bid or otherwise participate in every auction event; however, the Agency encourages all Offerors to bid on each account group and pricing product.
- 4.9.3 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) 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.
- 4.9.4 The BPO issued as a result of the solicitation, and any subsequent amendments, modifications or options issued relevant to the solicitation or BPO, will comply with all terms, conditions and specifications issued with the solicitation and is incorporated in and made a part of the Contract.
- 4.9.5 DGS will determine the lowest Total Bid Price per kWh submitted through the Enel X auction platform for each combination of pricing groups, terms, and pricing products. For any account which receives Bid Prices for more than one pricing product, DGS may not choose to award a contract to the lowest bid on any of the pricing products. If DGS determines that any offer is not in the best interest of the State, then the DGS Procurement Officer or appointee may reject such an offer. A maximum of one pricing product will be accepted for each pricing group.

4.10 Tie Bids

THIS SECTION IS INAPPLICABLE TO THIS MS-IFB.

4.11 Revisions to the MS- IFB

- 4.11.1 If the MS-IFB is revised before the due date for Bids, the Department shall post any addenda to the MS-IFB on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this MS-IFB or are otherwise known by the Procurement Officer to have obtained this MS-IFB. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Bids.
- 4.11.2 Offerors shall acknowledge the receipt of all addenda to this MS-IFB issued before the Bid due date.
- 4.11.3 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.12 Cancellations

- 4.12.1 The State reserves the right to cancel this MS-IFB, accept or reject any and all Bids, in whole or in part, received in response to this MS-IFB and to waive or permit the cure of minor irregularities.
- 4.12.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled, and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.13 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.14 Protest/Disputes

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

4.15 Offeror Responsibilities

- 4.15.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.15.2 If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.15.3 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.16 Acceptance of Terms and Conditions

By submitting a Bid in response to this MS-IFB, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this MS-IFB and the Contract, attached hereto as Attachment M. Any exceptions to this MS-IFB or the Contract must be raised prior to Technical Response. Changes to the solicitation, including the Bid Form or Contract, made by the Offeror may result in Bid rejection.

4.17 Bid/Proposal Affidavit

A Bid submitted by the Offeror in the second phase of this multi-step IFB must be accompanied by a completed Bid/Proposal Affidavit in the first phase of this multi-step IFB. A copy of this Affidavit is included as **Attachment C** of this MS-IFB and must be submitted in the first phase.

4.18 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment N** of this MS-IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

4.19 Compliance with Laws/Arrearages

By submitting a Bid in response to this MS-IFB, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror 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 shall not become so in arrears during the term of the Contract if selected for Contract award.

4.20 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 the State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Bid due date and time. The Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.21 False Statements

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

4.21.1 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.
- c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.21.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

4.21.3 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 (5) years or both.

4.22 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Offeror, if selected for award:

- 4.22.1 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 successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.22.2 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/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.23 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) 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.

4.24 Electronic Procurements Authorized

- 4.24.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.24.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this MS-IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.24.1 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.24.2 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., MS-IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:

- 1) The MS-IFB;
- 2) Any amendments;
- 3) Pre-Bid conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation or Bid to any Offeror or potential Offeror;

- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer's decision on any Bid protest or Contract claim.

The Offeror or potential Offeror may use eMMA or e-mail to:

- 8) Submit a Response to this MS-IFB; Bids and Pricing will be facilitated through Enel X;
- 9) Ask questions regarding the solicitation;
- 10) 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 through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
- 11) Submit a "No Bid Notice/Vendor Feedback Form" to the MS-IFB.

The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.24.3 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Submission of Bids,
- B. Filing of bid protests;
- C. Filing of Contract claims;
- D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

4.25 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.26 VSBE Participation Goal

There is no VSBE participation goal for this procurement.

4.27 Living Wage Requirements

- a) Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor 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.

- b) If subject to the Living Wage law, the 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. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- c) Additional information regarding the State's living wage requirement is contained in **Attachment F**. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bids. If the Bidder fails to complete and submit the required documentation, the State may determine the Bidder to not be responsible under State law.
- d) 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 a Tier 2 Area of the State. 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.
- 1) 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. 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.
 - 2) The Contract 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 Bidder must identify in its Bid 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.
 - 3) 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.
 - 4) 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.
- e) 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. See COMAR 21.11.10.07.
- f) The Bidder shall identify in the Bid the location from which services will be provided.
- g) **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

4.28 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.29 Conflict of Interest Affidavit and Disclosure

- 4.29.1 The Offeror shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 4.29.2 By submitting a Conflict-of-Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08 A.
- 4.29.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under OR individual Task Orders issued under >> the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.29.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Bid in violation of this provision shall be classified as “not responsible.”

4.30 Non-Disclosure Agreement

4.30.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.30.2 Non-Disclosure Agreement (Contractor)

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

4.31 HIPAA - Business Associate Agreement

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

4.32 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.33 Mercury and Products That Contain Mercury

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

4.34 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.35 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.36 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.37 Bonds

4.37.1 Performance Bond

Refer to Section 1.1.3 (h).

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dlr.maryland.gov/paidleave/>.

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5 Bid Format

5.1 Two Part Submission

Bids will be submitted in two (2) parts or Phases. The technical qualifications (Bid Response, Phase I) shall be submitted via eMaryland Marketplace Advantage (eMMA) and the bid price (Phase II) shall be submitted utilizing an internet-based, reverse auction platform.

5.2 Bid Price Form

All Bid Prices shall be submitted to DGS through the auction platform provided by exchange.enelx.com (website), in accordance with the requirements of this MS-IFB and EnelX auction platform. It shall be the responsibility of the Offeror to be familiar with the rules and the mechanics of the EnelX auction platform. EnelX will provide training to any Offeror upon request. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

5.3 Required Technical Response

A Offeror shall include the following with its Submission:

- 5.4.1 **Offeror Information Sheet** (see **Appendix 2**)
- 5.4.2 **Acknowledgement** of all addenda to this MS-IFB.
- 5.4.3 **Minimum Qualifications Documentation.** The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in **MS-IFB Section 1**. If references are required in **MS-IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.
- 5.4.4 **Completed Required Attachments.** Submit one (1) copy of each with original signatures:
 - 1) Completed Bid Form (**Attachment B**).
 - 2) Completed Bid Affidavit (**Attachment C**).
 - 3) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F**).
 - 4) Company Profile (**Attachment M**)
 - 5) Contract Affidavit (**Attachment N**)
- 5.4.5 **Additional Document** Submit one (1) copy of each with the original signatures, if required.
 - 1) A Signed Statement from the Offeror's Organization Guaranteeing Performance of the Offeror.
 - 2) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**)
 - 3) Completed Mercury Affidavit (**Attachment K**)
 - 4) Completed Location of the Performance of Services Disclosure (**Attachment L**)
- 5.4.6 **References.** At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this MS-IFB. References used to meet any Qualifications (see **MS-IFB Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past five (5) years and shall include the following information:
 - 1) Name of client organization;

- 2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

5.4.7 List of Current or Prior State Contracts. Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the MS-IFB.

5.4.8 Financial Capability. Refer to section 1.1.3.

5.4.9 Certificate of Insurance. The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Technical Response date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

5.4.10 Subcontractors. The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this MS-IFB.

5.4.11 Legal Action Summary. This summary shall include:

A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;

- 1) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- 2) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

- 3) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.4 Delivery

- 5.5.1 Technical Responses shall only be accepted via the State's internet-based electronic procurement system, eMMA. Bids will be captured via the Enel X platform at a later time.
- 5.5.2 **Only participants who deliver successful Technical Responses will qualify to participate in the reverse-Auction models and provide Bids.**

5.5 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee during Phase I, unless noted otherwise. Submit one (1) electronic copy of each of the following documents:

- A. Signed contract (Attachment M),
- B. Completed Contract Affidavit (Attachment N),
- C. Completed MBE Attachments D-2 and D-3A and B, within ten (10) Business days, if applicable; see MS-IFB Section 4.26,
- D. MBE waiver justification within ten (10) Business days (see MBE Waiver Guidance and forms in Attachments D-1B and D-1C), if a waiver has been requested (if applicable; see MS-IFB Section 4.26),
- E. Completed VSBE Attachment E-2, if applicable see MS-IFB Section 4.27,
- F. Signed Non-Disclosure Agreement (Attachment I), if applicable; see MS-IFB Section 4.31,
- G. Signed HIPAA Business Associate Agreement (Attachment J), if applicable; see MS-IFB Section 4.32,
- H. Completed DHR Hiring Agreement, Attachment O, if applicable see MS-IFB Section 4.36, and
- I. Copy of a current certificate of insurance with the prescribed limits set forth in MS-IFB Section 3.1 "Insurance Requirements," listing the State as an Additional Insured, if applicable; see MS-IFB Section 3.1.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

Upon the completion of the preliminary Technical portion of the Solicitation, the Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted online internet based reverse auction platform.

6.2 Reciprocal Preference

6.2.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- a) The Maryland resident business is a responsible Offeror;
- b) The lowest responsive Bid is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.3 Award Determination

Awards will be made to the responsible Offeror(s) who submits to the State the responsive Bids that has the lowest Total Bid Price during Phase II, the Reverse Auction process, facilitated by Enel X.

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee(s) shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – MS-IFB Attachments and Appendices**.

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7 MS-IFB ATTACHMENTS AND APPENDICES

Instructions Page

A Bid submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this MS-IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid Response:

1. For eMMA submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: MS-IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Bid Response	A	Pre-Bid Conference Response Form
N	N/A	B	Bid Instructions and Form
Y	With Bid Response	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	N/A	D	MBE Forms D-1A (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this MS-IFB contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
N	N/A	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.

Applies?	When to Submit	Label	Attachment Name
N	N/A	D	MBE Forms D-4A, D-4B, D-5 (see link at xxxxxx)
N	N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this MS-IFB contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N	N/A	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Technical Response	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N	N/A	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Technical Response	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
N	5 Business Days after recommended award – However, suggested with Technical Response	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N	N/A	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
Y	With Technical Response	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-

Applies?	When to Submit	Label	Attachment Name
			content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf
N	N/A	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	With Technical Response	M	Company Profile
Y	With Technical Response	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
N	N/A	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Appendices			
Applies?	When to Submit	Label	Attachment Name
N	N/A	1	Abbreviations and Definitions (included in this MS-IFB)
Y	With Technical Response	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Offeror_OfferorInformationSheet.pdf)
Y	With Technical Response	BOND	Performance Bond (see link at http://dbm.maryland.gov/Documents/Appendix%20z%20-%20Performance%20Bond.dot)
Y	5 Business Days after recommended award	INS.	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award	PEP.	PEP; 1 copy

Attachment A. Pre-Bid Conference Response Form

Solicitation Number BPM043977/001IT821447

GENERATION AND TRANSMISSION OF RETAIL ELECTRICITY SUPPLY

A Pre-Bid conference will be held on May 15, 2024, at 10:00 AM, virtually.

Please return this form by 3:00 PM on May 13, 2024, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Tierra Ali-Said
DGS
E-mail: Tierra.Ali-Said1@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the MS-IFB for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see MS-IFB § 4.1 “Pre-Bid conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Bid Instructions & Form

B-1 Bid Instructions

All Bid Prices shall be submitted to DGS through the auction platform provided by EnelX, in accordance with the requirements of this IFB and the EnelX auction platform during Phase II of the Evaluation process. It shall be the responsibility of the Offeror to be familiar with the rules and the mechanics of the EnelX auction platform EnelX will provide training to any Offeror upon request.

Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

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

**Attachment E. Veteran-Owned Small Business Enterprise (VSBE)
Forms**

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

**Attachment F. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Company Profile

See Attachment M – located after Appendix 2

Attachment N.	Contract Affidavit
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See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1. – Abbreviations and Definitions

For purposes of this MS-IFB, the following abbreviations or terms have the meanings indicated below:

- A. Ancillary Services - those services that are necessary to support the transmission of capacity of electric power and energy from resources to loads, while maintaining reliable operation of the transmission system, in accordance with sound utility practice. As used herein, Ancillary Services shall cover services as defined by the Federal Energy Regulatory Commission.
- B. Bid – The Offeror’s Bid.
- C. Offeror – An entity that submits a Bid in response to this MS-IFB. Bid Price Form or Bid Form - The Attachment B Bid Form.
- D. Billing Period – The minimum period (usually, approximately one calendar month) covering charges for the period spanning the local Electric Distribution Company’s (EDC) meter reading dates for an electric account. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <https://dsd.maryland.gov/Pages/COMARHome.aspx>
- F. Contract – The Contract awarded to the successful Offeror pursuant to this MS-IFB. The Contract will be in the form of **Attachment M**.
- G. Contract Monitor – 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. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- H. Contractor – The selected Offeror that is awarded a Contract by the State.
- I. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this MS-IFB.
- J. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- K. Delivery Point – The physical location on the electric system at which the Electric Distribution Company (EDC) takes possession of electricity for final delivery to the EDC meter(s) of the facilities identified in Exhibit 1 of this Contract. Each facility identified in Exhibit 1 takes title to the electricity upon final delivery to the meter(s) of the respective facility.
- L. Department of General Services (DGS or the “Department”).
- M. Electric Distribution Company (EDC) – An entity regulated by the Maryland Public Service Commission (PSC), responsible for providing and maintaining systems for local delivery of electricity in a designated geographic region of the state, to a customer’s metering point, and

providing associated services, such as meter reading and billing. eMMA – eMaryland Marketplace Advantage (see MS-IFB **Section 4.2**).

- N. Electric Supply – The firm fixed electric power the Supplier (Contractor) is committed to delivering to the Delivery Point under the terms of this Contract. Also see COMAR 21.06.03.02.
- O. Federal Energy Regulatory Commission (FERC) – An independent federal agency which regulates the interstate transmission of natural gas, oil and electricity.
- P. Independent System Operator (ISO) – An entity authorized by FERC to control a regional transmission grid as defined in the Public Utilities Article §7-501, Annotated Code of Maryland. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See MS-IFB **Sections 3.10**.
- Q. Kilowatt-hour (kWh) – The energy equivalent of one kilowatt of electric power over a period of one hour.
- R. 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.
- S. Megawatt-hour (MWh) – The energy equivalent of one megawatt of electric power over a period of one hour. 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.
- T. Multi-Step Invitation for Bids (MS-IFB) – This Invitation for Bids issued by the Department of General Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- U. 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 – keyword: State Holidays.
- V. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- W. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Supplier
- X. Offeror – an entity that submits a Proposal in response to this solicitation.
- Y. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- Z. POLR (Provider Last Resort) – the local EDC or other regulated entity designated by the Maryland Public Service Commission (PSC) to provide supply and delivery of electricity to consumers not under contract with a third party for Electric Supply. Also referred to as Standard

Offer Service (SOS). Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), 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.

- AA. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- BB. Renewable Energy Credit (REC) – a credit equal to the generation attributes of 1 Megawatt-hour (MWh) of electricity that, for the purpose of a Contract resulting from this procurement, is derived from a Tier 1 renewable source or a Tier 2 renewable source which is located in the PJM Region, and as defined by the Maryland Annotated Code, Public Utilities Article §7-701. A REC may be traded by the owner for monetary value or to claim renewable attributes. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- CC. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- DD. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- EE. State – The State of Maryland, the Maryland Department of General Services (DGS), University System of Maryland (USM) or any combination thereof, collectively, and any governmental entities represented by DGS and/or USM under this Contract.
- FF. Supplier – An entity that has met the legal requirements of the Maryland Public Service Commission to provide retail and wholesale electricity supply and is defined in the Public Utilities Article §1-101(j), Maryland Annotated Code.
- GG. Total Bid Price - The Offeror’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.
- HH. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Offeror/Offeror Information Sheet

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See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Offeror_OfferorInformationSheet.pdf.