

REQUEST FOR PROPOSALS
TO SERVE AS SPECIAL OUTSIDE ENERGY COUNSEL
TO THE OFFICE OF ATTORNEY GENERAL

Responses due no later than 2:00p.m. on August 14, 2017

Contract Officer:
Turhan E. Robinson
Office of the Attorney General
Maryland Department of General Services
300 W. Preston Street, Suite 608
Baltimore, Maryland 21201
Tel: 410-767-4290
Email: turhan.robinson@maryland.gov

June 30, 2017
Request for Proposals to Serve as Special Outside Energy Counsel
Responses are Due August 14, 2017

Dear Interested Party:

The Office of the Attorney General ("OAG") is seeking Special Outside Energy Counsel ("Special Counsel") to provide advice and legal services, under the direction of the OAG, to various agencies and units of Maryland state government, including the University System of Maryland ("USM") and its constituent institutions (the "Institution" or "Institutions"), the Department of General Services ("DGS"), the Maryland Stadium Authority ("MSA"), Maryland Department of Transportation ("MOOT") and its modal agencies, Maryland Energy Administration ("MEA") and other to-be-identified State institutions, agencies and units (all such institutions, agencies, and units of State government collectively are referred to below as the "State," including in those instances where an individual institution, agency, or unit is the client under a Task Order, as defined in Section II). Illustrative matters on which the Special Counsel may work may include, without limitation, issues relating to the operation of the generation plant located at University of Maryland College Park ("UMCP"), generation equipment located at the Camden Yards Sports Complex, master agreements for financial derivatives that stabilize the cost of natural gas and electricity, procurement of alternative energy sources, matters relating to utility rate-setting, and the analysis and structuring of potential methods of finance for new or existing energy projects. Neither OAG nor the State can make any estimate of the types or amounts of matters that may arise during the term of the contract(s) which result from this Request for Proposals ("RFP"). We welcome responses from all law firms with strong subject matter expertise in one or more of the categories of work described in Section I under Categories of Work - an expertise in every category of work described in that section is not a prerequisite for responding to this solicitation. It is the intention of the Attorney General to award more than one Contract (as defined in Section III.M.) to address what could be disparate legal needs of the State.

I. Scope of Work.

As described below, the State has undertaken energy-related projects in recent years that provide examples of the types of work for which the services of Special Counsel may be requested by OAG on behalf of the State. It is contemplated that other, different projects may arise in the future for which the services of Special Counsel may be requested:

DGS:

DGS has authority under the Code of Maryland Regulations (COMAR) 21.02.05.01 E(3) to award purchase contracts for commodities (including energy) for most State agencies. To date, DGS has entered into Power Purchase Agreements ("PPAs") for the installation of solar panel and solar energy and wind turbine power generation at State facilities. DGS is planning procurements under a Renewable Energy Program for alternative cost-effective energy sources for State agencies.

MSA:

As the owner and operator of the Camden Yards Sports Complex, which includes an electric generating plant, MSA addresses contract, procurement, and regulatory, and compliance issues that arise in connection with the use and operation of energy resources at the Complex. MSA has participated in PJM programs for energy savings and management, and it continues to seek the most cost-effective and environmentally sound energy sources, programs, and services for the complex.

USM:

Most recently, USM has awarded three long-term (20 year) PPAs for renewable energy consisting of a 55 megawatt ("MW") wind project in West Virginia; a 15MW solar project in Maryland; and another 1 OMW wind, project in Maryland. There have also been four additional long-term PPAs for solar installations on buildings, and an installation of a 2.1 MW photovoltaic solar farm on land, at the Institutions. UMCP currently functions as the lead procurement office for energy and natural gas procurement, as well as renewable energy PPAs, on behalf of the Institution. Additionally, UMCP has a combined heat and power plant (the "Plant") located on its campus that is currently operated and maintained by a third party. Occasionally there are contractual issues related to the Plant that may need to be reviewed by Special Counsel. UMCP currently is considering an Energy System Renewal Program related to the Plant construction, management, MEDCO financing and regulatory issues. UMCP also hosts regular energy meetings attended by various Institutions and State agencies. Special Counsel would usually participate in these meetings to provide any regulatory updates as well as to stay familiar with ongoing energy related issues at the Institution.

MDOT:

MDOT plans to issue a RFP to create a Master Services Agreement to select qualified contractors to design, construct, commission, finance, operate and maintain renewable energy facilities at MDOT locations throughout the State of Maryland. Once the contractors are selected PPAs will have to be drafted and executed for each contractor. Special Counsel would participate by assisting in the reviewing and drafting of various energy related documents and provide legal analysis for any energy related matters that arise from operation of renewable energy facilities on various MDOT locations.

Categories of Work:

The following paragraphs A to M contain non-exhaustive examples of the categories of work in which the State may seek advice and assistance from Special Counsel. The Attorney General currently intends to award more than one Contract, and Offerors need not have expertise in all of these categories. Offerors with a particular expertise in only one or some of these categories are encouraged to submit proposals specifying the particular expertise:

A. On-Site Energy Generation. The OAG may use Special Counsel for assistance and advice with respect to legal issues that arise in connection with on-site energy generation at any of the State's facilities.

B. Natural Gas, Electric Supply, Renewable Energy Contracts. The OAG may use Special Counsel to assist with solicitations and related agreements for the procurement of natural gas, electricity, solar, biomass, wind turbine and other energy sources.

C. Master Agreements. The OAG may use Special Counsel to assist with the development and negotiation of Master Agreements including but not limited to International Swaps and Derivatives Association ("ISDA"), master agreements with various financial institutions and Edison Electric Institute ("EEI") agreements in order to stabilize costs by further expanding its hedging capabilities for natural gas and electric costs.

D. Rate Setting. The OAG may use Special Counsel to assist with rate disputes before public service commissions or related entities.

E. PJM Membership. The OAG may require assistance and advice to obtain and maintain PJM Interconnection ("PJM") membership and to comply with PJM rules, regulations and energy conservation programs. Accordingly, Special Counsel should be familiar with PJM Demand Response Programs (e.g., Emergency Event, Reliability Pricing Mode, Voluntary Economic, etc.)

F. Electricity Market. The OAG may need assistance and advice regarding the electricity market, grid operators and continuous changes in the Federal rules and regulations.

G. Surety, Payment Performance and other Bonds. The OAG may require assistance and advice evaluating types and sources of bonding requirements, surety, payment and performance bonds, and energy production guarantee bonds.

H. Fee Structures. The OAG may use Special Counsel for the review of and advice on fee structures offered by energy providers, including, without limitation, assistance in the evaluation of proposals and the determination of best value for the State by comparing the time period for a procurement against the procurement cost. The OAG may also require advice on the best procurement strategy and process conforming to the State's specific terms and requirements and ensuring energy is procured at the lowest prices available in the market; and assistance in making the choice between the leasing and purchase of required systems.

I. Project Finance. The OAG may require advice and counsel on proposed methods, and the structuring of financing, for new and/or existing energy projects, including but not limited to evaluating available financing techniques.

K. Federal Energy Regulation Commission ("FERC") Compliance. The OAG may require advice and representation in connection with compliance with statutes, rules, regulations, tariffs and orders of federal regulatory agencies, including but not limited to FERC, and advice and representation in connection with investigations, administrative proceedings, and litigation involving federal regulatory agencies, including but not limited to FERC.

L. Litigation. The OAG may need Special Counsel to assist with litigation relating to energy issues.

M. Other Requirements. The specific energy needs of the State, especially in light of the volatility of the energy market, are difficult to predict. The OAG may need sophisticated and experienced Special Energy Counsel to assist it with other energy-related issues that may arise now and in the future and, not only with concrete legal need but also with strategic planning.

O. Further Detail. The scope of work is described in more detail in Section 2.1 of the Special Counsel Contract, as substantially set forth in the form hereto attached as Attachment E.

II. General Conditions.

Special Counsel employed for this purpose will be engaged by task order (see Attachment E.) (the "Task Order") issued by the OAG Contract Designee (as defined in paragraph IIIB. below) after satisfactory completion of a conflicts check. Each Task Order will include a project-specific scope of services to be provided to an identified agency within the State (hereafter, the "Task Order Agency"), and will include name and contact information for the Assistant Attorney General ("Task Order Officer") who will oversee the performance of the assigned work. All advice, including any written communication, is to be provided directly to the Task Order Officer or his or her designee on or before its delivery to the Task Order Agency, and all billing is to be submitted to the Task Order Officer and the Task Order Agency.

The Task Order Agency shall pay from existing funds for work completed pursuant to a Task Order. Special Counsel will be paid on the basis of agreed-upon remuneration plus permitted reimbursable expenses, all as stated in the Special Counsel Contract. The Attorney General expects that he will select more than one firm to handle this representation due to the highly specialized nature of some of the work. In addition, Assistant Attorneys General may handle all or portions of the work. The Attorney General does not promise or guarantee any minimum level of hours of work or compensation during the term of the Contract.

The OAG is an equal opportunity employer, committed to diversity in the workplace. Consistent with that commitment, the OAG desires that socially and economically disadvantaged individuals, minority business enterprises ("**MBEs**") as defined in §14-301 of the State Finance and Procurement Article of the Annotated Code of Maryland (the "Procurement Article"), veteran- owned small business enterprises ("**VSBEs**") as defined in §14-601 of the Procurement Article, and small business enterprises ("**SBEs**") as defined in §14-501 of the Procurement Article, have the maximum practicable opportunity to participate in the contract(s). When permitted or required by law, the OAG encourages the use of socially and economically disadvantaged individuals and MBEs, VSBEs, and SBEs for contracting and subcontracting opportunities. Special counsel should desire to promote and undertake efforts to reach out to socially and economically disadvantaged individuals, MBEs, VSBEs, and SBEs to maximize their participation in the contracts(s).

This RFP and any contracts entered into as a result hereof are not subject to the provisions of Division II of the Procurement Article or the State procurement regulations as set forth in COMAR Title 21 (collectively, the "Procurement Law"). Nonetheless, the requirements of the Procurement Law will be applied to this RFP and the contracts to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the sole discretion of the OAG contract officer. The dispute resolution and appeal procedures contained in the Procurement Law will not apply to this solicitation.

The OAG is not responsible for any expenses you may incur in connection with developing and submitting a proposal or for familiarizing yourself with the State's statutes and programs.

Interested persons who obtained this RFP by means of downloading electronic files of the RFP and attachments from the OAG website shall send written notice to me of their name, mailing address, email address, telephone and fax numbers, so that they may be included in any future emails.

The OAG RFP Designee is the sole point of contact for this RFP. Questions about this RFP may be submitted by email, no later than 4:00p.m. on July 14, 2017 to turhan.robinson@maryland.gov. Answers to questions will be posted on the OAG website and emailed to all interested persons, who have sent written notice to the OAG RFP Designee as outlined above. Answers will be provided, if possible, without disclosure of the identity of the person or party asking the question. There will be no pre-proposal conference.

The Attorney General reserves the right to amend this RFP and any amendments will be posted on the OAG website and emailed to all interested persons, who have sent written notice to the OAG RFP Designee as outlined above. The Attorney General also reserves the right to cancel this RFP and notice of such cancellation will be posted on the OAG website and emailed to all interested persons, who have sent written notice to the OAG RFP Designee as outlined above.

The technical proposal and the price proposal must be submitted in **separate, sealed** envelopes. Please use the Price Proposal form (Attachment D) for the price proposal.

The Attorney General invites you to submit a written proposal so that we may formally consider you for this engagement. The Attorney General will consider proposals submitted by joint ventures (of no more than two entities) so long as the joint venture arrangement meets the needs of the OAG and the State. By submitting a proposal, you accept all the terms and conditions of this RFP. If selected, you will be expected to enter into the contract, the form of which is included as Attachment E, and complete the Contract Affidavit, which is included as Attachment F. The terms and conditions of the contract are not subject to negotiation. By submitting a response, you will be deemed to represent that your firm is not in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits, and is otherwise in good standing with the State.

Technical Proposal

We invite you to submit to us a written proposal so that we can formally consider you for this engagement. If selected, you will be expected to enter into the Special Counsel Contract. The proposal should include the following:

- I. Name and principal place of business of the law firm making the proposal. Please indicate whether the firm is a MBE.
2. General information on the areas of law in which the firm specializes.
3. Name, postal address, email address, voice telephone and facsimile telephone numbers of the individual who will head the team of attorneys and other paraprofessionals (paralegal, legal assistants, and law clerks) participating in this engagement, collectively the "legal team."
4. Name and address of each attorney participating on the legal team and his or her respective position in the firm. For each attorney, please submit a brief resume indicating relevant experience and in what jurisdictions the attorney is admitted to practice. Please indicate which member(s) of the legal team is/are members of the Maryland bar and/or socially and economically disadvantaged individuals.
5. Evidence of compliance with the minimum requirements set forth in Attachment A.
6. The proposed role of each person who will participate on the legal team
7. The categories of work for which the firm is applying.
8. A statement of the legal team's relevant experience, qualifications and expertise in the relevant areas of law.

9. Names and telephone numbers of three clients (and the contact persons for those clients) for whom the firm has provided services similar to those described above.
10. Names and telephone numbers of any other agencies or institutions of the State of Maryland for whom the firm has provided legal counsel in the last three years.
11. A description of the firm's procedure for checking for conflicts of interest and a statement that a preliminary conflicts check for this potential representation has been conducted in accordance with that procedure. The proposal should state whether there are any actual or potential conflicts representing the State and/or the OAG in this matter and, if so, should describe those conflicts and how they would be resolved. Please note that firms will be asked to conduct an additional project-specific and State agency-specific conflicts check before work is assigned pursuant to a Task Order.
12. Submission of the Proposal with all qualifications set further in Attachment A. Completion of the Bid/Proposal Affidavit attached hereto as Attachment B-1 and the Conflict of Interest Affidavit attached hereto as Attachment B-2.
13. Completion of the Price Proposal, using the form attached hereto as Attachment D, indicating the included fixed hourly rate for all attorneys and the blended fixed hourly rate for all paraprofessionals who will render services under the Contract. **PLEASE NOTE: The Price Proposal must be submitted in a separate sealed envelope. Price Proposals will not be opened until the technical evaluation has been completed.**

III. Specific RFP Requirements

Pursuant to Section 6-105 of the State Government Article, Annotated Code of Maryland, the Attorney General has delegated responsibility to the Assistant Attorneys General identified in this Section III, who will serve as the OAG's designees for the purposes identified in this Section III, unless and until the Attorney General changes these delegations and identifies new designees, in which case due notification will be sent to the Prospective Offerors' or the Special Counsel, as applicable.

A. OAG RFP Designee; OAG Contract Designee:

This RFP is issued by the OAG pursuant to Section 6-105 of the State Government Article, Annotated Code of Maryland. For purposes of this RFP, the address of the OAG is:

Office of the Attorney General
300 W. Preston Street
Suite 608
Baltimore, Maryland 21202

The OAG RFP Designee is:

Turhan E. Robinson
Principal Counsel
Department of General Services
300 W. Preston Street
Suite 608
Baltimore, Maryland 21202
Telephone Number: (410) 767-4290 or 767-4990
Fax Number: (410) 333-7654
Email: turhan.robinson@maryland.gov

B. The OAG Contract Designee is:

Turhan E. Robinson
Principal Counsel
Department of General Services
300 W. Preston Street, Suite 608
Baltimore, Maryland 21201
Telephone Number: (410) 767-4290
Fax Number: (410) 333-7654

No other person shall serve as a point of contact for the RFP.

C. Pre-Proposal Conference: There will not be a pre-proposal conference held in connection with the RFP.

D. Written Questions: All questions about this RFP must be submitted to the OAG RFP Designee in writing and no later than 2:00 p.m. Eastern Standard Time ("EST") on July 14, 2017. A list of the written questions and the answers will be mailed to persons who: i) were sent this RFP by the OAG RFP Designee, or ii) otherwise obtained this RFP and notified the OAG RFP Designee in writing ("Prospective Offerors' List").

PERSONS WHO DOWNLOAD THE RFP FROM THE INTERNET MUST NOTIFY THE OAG RFP DESIGNEE IN ORDER TO BE ON THE PROSPECTIVE OFFERORS' LIST.

E. Submission Deadline: The OAG RFP Designee must receive an original and nine (9) copies of the submitted proposals (each "Proposal") at the OAG address listed in Section III (A) no later than 2:00p.m. EST on August 14, 2017 (the "Closing Date"). Requests for extensions of the Closing Date will not be granted. Any Proposal or request for modification received by the OAG RFP Designee after 2:00p.m, EST. on the Closing Date is late and may not be considered.

Hand deliveries must be brought first to the guard in the lobby of 300 W. Preston Street in order to gain access to the 6th floor.

F. Amendment of RFP: If it becomes necessary to revise this RFP, amendments will be provided to all persons on the Prospective Offerors' List. RECEIPT OF AMENDMENTS MUST BE ACKNOWLEDGED IN WRITING BY PROSPECTIVE OFFERORS.

G. Cancellation of the RFP: Rejection of all Proposals: This RFP may be canceled in whole or in part, and any Proposal may be rejected in whole or in part if the OAG RFP Designee determines that such action is in the best interest of the State. The OAG RFP Designee may waive or permit cure of minor irregularities in any Proposal.

H. Duration of Offer: Proposals submitted in response to this RFP are irrevocable for ninety (90) days following the Closing Date. In the event that the Proposal is modified during the negotiations, the Proposal, as modified, shall be irrevocable for ninety (90) days from the date

that modification is proposed by the Offeror. This ninety (90) day period may be extended at the OAG Contract Designee's request with the Offeror's written consent.

I. Discussions and Presentations: The OAG reserves the right to conduct discussions with one or more Offerors in any manner necessary to serve the best interests of the State or OAG. The OAG also reserves the right, in its sole discretion, to award a Contract upon the written Proposals without discussions or negotiations.

J. Oral Presentations: Offerors may be requested to make individual oral presentations and answer substantive questions on the following dates which have tentatively been set aside for such purpose. Oral presentations, if held, will be conducted August 21 – 25, 2017. Oral Presentations will be made at the Office of the Attorney General, 200 Saint Paul Place, Room _____, Baltimore, Maryland 21202.

K. Disclosure: Proposals submitted in response to this RFP shall be subject to disclosure pursuant to the provisions of the Access to Public Records Act, Title 4 of the General Provisions Article, Annotated Code of Maryland (the "Public Information Act"). Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential or proprietary information or trade secrets, and must provide justification why such materials should not, upon request, be disclosed by the State under the Public Information Act.

L. Incurred Expenses: The OAG and the State are not responsible for any expenses which an Offeror may incur in preparing and submitting a Proposal.

M. Offeror's Affidavits and Contract: Each Offeror shall complete and submit with each Proposal, the Bid/Proposal Affidavit attached hereto as Attachment B-1 and the Conflict of Interest Affidavit attached hereto as Attachment B-2. Offerors are advised that if a contract is awarded as a result of this solicitation (a "Contract"), the Offeror chosen as Special Counsel will be required to complete a Contract Affidavit the form of which is attached as Attachment F and enter into the Special Counsel Contract.

N. Acceptance of Terms and Conditions: By submitting a Proposal, the Offeror accepts all of the terms and conditions set forth in this RFP. Offerors are urged to read this RFP carefully since it sets forth the terms and conditions of the solicitation and the Contract.

O. Procurement Regulations: This RFP and any Contract entered into as a result hereof are not subject to the provisions of Division II of the Procurement Article. Nonetheless, the requirements of the Procurement Article and the State Procurement regulations, COMAR Title 21, as amended, will be applied to this RFP to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the OAG Contract Designee's sole discretion. The appeal procedures contained in the Procurement Article and in the State Procurement Regulations will not apply to this procurement.

P. Conflicts of Interest:

1. If a conflict of interest arises with respect to a particular matter, the Special Counsel must be willing to seek a waiver of the conflict from his or her existing or potential clients that will allow the Special Counsel to represent the State in that matter. The Attorney General reserves the right, in his sole discretion, to refuse to waive a conflict or to select another lawyer or law firm to represent the

State and/or the OAG in a particular matter if a conflict is not resolved to the satisfaction of the Attorney General.

Conflicts may arise not only from attorneys named on a Contract, but also from activities on the part of any other member of the firm, regardless of whether that attorney is in the same office or a branch office.

2. The Contract will require the Special Counsel to examine its client/matter listings carefully before entering into a Task Order as well as on a periodic basis and to notify the OAG Contract Designee immediately of any potential conflict of interest and to undertake immediate action to eliminate it. The OAG Contract Designee reserves the right to make the Special Counsel aware of situations which may present a conflict of interest and to require the Special Counsel to remedy the situation promptly and to the satisfaction of the OAG Contract Designee.

Q. Joint Venture: A joint venture consisting of two (but no more) parties may submit a Proposal. For the purposes of this RFP, a joint venture is a single "Offeror" and therefore, except when otherwise expressly so provided or the context indicates otherwise, will be treated as one entity.

R. Multiple Contracts and Assignments: The Attorney General currently intends to award more than one Contract at the conclusion of this solicitation. If more than one Contract is awarded, the OAG Contract Designee will determine, in the OAG Contract Designee's sole discretion, which Special Counsel will be retained to provide advice on any particular matter. Work assignments under the Contract shall be by Task Order.

S. No Guarantee of Work: No Special Counsel is guaranteed any minimum amount of work or compensation.

T. No Arrearages: By submitting a response to this RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected to be the Special Counsel.

U. Invoice Requirements

Services shall be authorized solely by the OAG Contract Designee pursuant to a written Task Order, and shall include the following and be subject to the following conditions:

- I. At the end of each month, the legal team shall prepare an invoice for services authorized by the OAG Contract Designee pursuant to the Task Order.
2. Invoices for such services shall be prepared and signed by an authorized member of the legal team on behalf of the firm, specifically request payment, and be delivered to the appropriate Task Order Officer.
3. The invoice will indicate the Task Order number, a full description of the services rendered, the hourly rate being charged, and itemize the number of hours or fraction of hours expended by each attorney, paraprofessional and law graduate under the Contract naming each individual who provided such services and the position of each individual.

4. The invoice shall include a breakdown of disbursements and reimbursable expenses, which may include postage, delivery service charges, filing fees and court reporter transcription costs. No charges for secretarial services, electronic or facsimile transmissions, portable document format files; or in-house photocopying, messenger, telephone or telecopier service shall be permitted.
5. The invoice shall be submitted in such detail as to permit easy corroboration with the firm's office records, such records to be made available for inspection by the Attorney General, the State, and any auditors acting on their behalf, upon reasonable notice.
6. Each invoice shall include the firm's Federal Tax Identification Number.

IV. Evaluation and Selection

Technical proposals (and oral presentations, if any) will be evaluated before price proposals are opened. Please note that offerors whose technical proposals do not meet the minimum requirements of the RFP may be deemed not reasonably susceptible for award and that offerors' price may not be evaluated. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking. After reviewing the price proposals, there may (or may not) be additional discussions with offerors, including a request for best and final offers. For technical evaluation, the Evaluation Committee will take into consideration the following factors listed in the order of relative importance (Greatest first):

- a. The proposed Legal Team 's demonstrated experience and expertise in representing clients in energy related projects as reflected in the written technical proposal and oral presentation, if any;
- b. The price proposal;
- c. The Offeror's conflict of interest policy; and,
- d. Participation of MBE's and socially and economically disadvantaged individuals, to the extent permitted by law.

Contract award(s) will be made to that Offeror, or Offerors, whose proposal contains the combination of those criteria offering the best overall service and value to the Attorney General and the State. Selection of Special Energy Counsel will be solely the decision of the Attorney General, with due regard given to the viewpoint of the Evaluation Committee. We reserve the right to reject any and all proposals, to waive informalities and minor irregularities in proposals, and to negotiate with any and all Offerors who submit them. Successful Offerors may be selected on the basis of initial written proposals without discussions with Offerors and without requesting a best and final offer, so please take care in submitting your technical and price proposals.

Thank you for your interest in this solicitation.

Very truly yours,

Turhan E. Robinson
Assistant Attorney General

Attachments:

A- Minimum Qualifications

B-1 -Bid/Proposal Affidavit (to be completed and returned with Technical Proposal)

B-2 - Conflict of Interest Affidavit) to be completed and returned with Technical Proposal)

C - Conflict of Interest Provisions

E – Task Order Form

D– Price Proposal Form (to be completed and returned in separate, sealed envelope)

E- Form Contract

F – Form of Contract Affidavit

G – Task Order Form

ATTACHMENT A
Request for Proposals
Special Energy Counsel

MINIMUM QUALIFICATIONS

1. Prior Experience. The Offeror must demonstrate in its proposal that it has 5 years-experience in the various relevant areas of energy law. The Attorney General recognizes that an Offeror may not have expertise in each portion of the work specified in Section I.
2. Legal Team. One or more attorneys on the Legal Team must be admitted to practice in Maryland. In addition, the Legal Team must include at least one attorney who is a partner or equivalent who has experience with energy development projects and energy laws, and at least one attorney with substantial experience with matters involving federal statutes and regulations related to Energy.
3. Office. The Offeror maintains an office in the State of Maryland.
4. Professional Liability Insurance.

(i). The Offeror shall agree to maintain in full force and effect during the term of the Contract professional liability insurance in an aggregate amount of not less than Five Million Dollars (the "Insurance Amount") (subject as provided hereunder), which liability insurance shall include coverage for practice in the services to be performed under the Contract. Special Counsel agrees that thereafter it shall maintain, for the entire period in which it and each of the attorneys of the legal team (subject to any applicable statute of limitations) may incur any professional liability in connection with the performance or failure to perform services under the Contract, professional liability insurance in the aggregate amount of not less than the Insurance Amount. However, if Special Counsel is a joint venture, and provided that one venturing entity maintains the required insurance policy, the requirement for Special Counsel to maintain insurance shall be satisfied if the joint venture submits evidence to the OAG Contract Designee (for prior written approval in the OAG Contract Designee's sole discretion) that all members of the joint venture will have such coverage through actual insurance policies.

Notwithstanding the foregoing, at the time of issuance of a Task Order, the OAG Contract Designee shall review the adequacy of the Insurance Amount for the services to be performed under the Task Order and if, in his sole judgment and discretion, an increase in the Insurance Amount is required taking into account the services to be provided, Special Counsel shall increase the Insurance Amount to the amount requested by the OAG Contract Designee.

(ii). If the Offeror is a joint venture, and one party to the joint venture does not have such liability insurance, this requirement may be satisfied if the members of the joint venture include in their proposal evidence satisfactory to the Contract Officer, that all

members of the joint venture will have such coverage as of the date the Contract commences, either through actual policies or the equivalent.

(iii). The Offeror shall submit with its proposal a certificate of insurance as evidence of its current insurance policies in effect for its professional liability coverage.

5. Public Ethics. The negotiation of or entering into the Contract must not give rise to a violation of the Public Ethics Law.
6. After Contract award, Special Counsel shall not alter or change, reduce the limit of liabilities, cancel or non-renew any of the required insurance coverage without providing at least sixty (60) days prior written notice of same to the OAG Contract Designee, and shall maintain all such coverage until it receives notice from the OAG Contract Designee or the Task Order Officer that services under the Contract or Task Order in question have been completed.
7. Offeror's Capacity. Each Offeror must demonstrate the Capability of performing the potential volume and type of energy related services as required by the State, generally described in the RFP. The Offeror must be available at all times to render services required under the Contract.

ATTACHMENT B-1
BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or

- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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

B-2 CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland,

or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the Law of any other state or federal Law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

IFURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)--(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or

omissions in connection with the submission of bids or proposals for a public or private contract;

- (8) Been found in a final adjudicated decision to have violated the Commercial-Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax, (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

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

(ii) Not overturned on judicial review; or

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____

(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

ATTACHMENT B-2
CONFLICT OF INTEREST AFFIDAVIT

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01 B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this Affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the Contract Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the contractor shall continue performance until notified by the Contract Officer of any contrary action to be taken.

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

Date: _____

By: _____
(Authorized Representative and Affiant)

ATTACHMENT C
CONFLICT OF INTEREST PROVISIONS

1. General. If a conflict of interest arises, the Offeror must be willing to continue to represent the State and the Office of the Attorney General ("OAG") and be in a position to inform other existing or potential clients that they must find representation elsewhere in particular situations. The Attorney General reserves the right, in his sole discretion, to select another contractor or firm to represent the OAG if a conflict is not resolved to his satisfaction.

Conflicts may arise not only from attorneys named on the Contract but also from representation of parties to transactions involving the State and/or the OAG by any member of the firm, regardless of whether that attorney is in the same office or a branch office. For purposes of determining whether or not there is a conflict, the Offeror is understood to have a conflict if, for example:

- (a) any attorney in the firm represents a broker-dealer, investment provider, borrower, lender, or any other party to a bond issuance by the State;
- (b) any attorney in the firm represents another party to a transaction financed with proceeds of bonds issued by the State or involved with a project owned or leased by the State; or
- (c) any attorney in the firm represents a party suing or being sued by an agency or institution or the OAG.

2. Conflict Check System. The Offeror shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The description shall include information about who maintains the central records, how often information is updated, and at what stage of representation the check is made.

The Offeror shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.

3. Potential Conflicts. Prior to entering into a contract, the Contractor shall provide assurances that potential conflicts have been discussed with other existing clients of the Contractor who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.

4. Resolving Conflicts. The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as counsel to the agency or institution and shall describe how it proposes to avoid such conflicts. The Contract will require the Contractor to notify the Contract Officer immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. The Contract Officer, and the OAG reserve the right to make the Contractor aware of situations which may present a conflict of interest and require the Contractor to promptly remedy the situation to the satisfaction of the Contract Officer.

ATTACHMENT D
PRICE PROPOSAL

Name and Address of Offeror:

1. **For Year 1, 2, and 3 of the Initial Contract Term**, the blended fixed hourly rate for all attorneys rendering services under this Contract:

\$_____ per hour (Attorney Rate)

2. **For Year 1, 2, and 3 of the Initial Contract Term**, the blended fixed hourly rate for all para-professionals rendering services under this Contract:

\$_____ per hour (Para-professional Rate)

3. **For Year 4 and 5 of the Initial Contract Term**, the blended fixed hourly rate for aJJ attorneys rendering services under this Contract:

\$_____ per hour (Attorney Rate)

4. **For Year 4 and 5 of the Initial Contract Term**, the blended fixed hourly rate for all para-professionals rendering services under this Contract:

\$_____ per hour (Para-professional Rate)

5. **For the Renewal Term(s), if any**, the blended fixed hourly rate for all attorneys rendering services under this Contract:

\$_____ per hour (Attorney Rate)

6. **For the Renewal Term(s), if any**, the blended fixed hourly rate for all para-professionals rendering services under this Contract:

\$_____ per hour (Para-professional Rate)

The undersigned certifies for the Offeror that he or she is authorized to sign this Price Proposal and , to the best of his or her knowledge, the information submitted in this Price Proposal is accurate, complete, and correct as of the date set forth below.

Date

Signature

Printed Name and Title

ATTACHMENT E
FORM CONTRACT

SPECIAL ENERGY COUNSEL TASK ORDER

This Special Counsel Contract (this "Contract"), dated as of the _____ day of _____, 2017, is made by and between the Attorney General of the State of Maryland (the "Attorney General") on behalf of the State of Maryland (the "State"), and _____, whose Federal Tax Identification Number is _____ (the "Contractor").

1. **Contract.**

1.1 **Contract Documents.** This Contract consists of the matters identified in this Section 1.1 (the "Contract Documents"), all of which are part of this Contract as if fully set forth herein (all as amended from time to time):

- A. This Contract consisting of pages 1 through _ and all Exhibits thereto (the "Standard Contract");
- B. **Attachment A:** Request for Proposal for Special Counsel dated _____, 2017 (the "**RFP**");
- C. **Attachment B:** Contractor's Technical Proposal and Price Proposal dated ___, 2017 (collectively, the "**Proposal**"; the RFP and the Proposal being referred to as the "**Solicitation Documents**"); and
- D. **Attachment C:** Contract Affidavit (the "**Affidavit**").

The obligations, representations, terms and conditions set forth in the Solicitation Documents and the Affidavit are provisions of this Contract and are supplemental to the provisions set forth in the Standard Contract.

If there are any inconsistencies between or among the Standard Contract or Attachments A, B, or C, the Contract Documents shall control in the following order of priority: Standard Contract, then Attachment A, then Attachment B, then **Attachment C.**

1.2 **Contract Term.** This Contract shall commence on _____, 2017 (the "**Commencement Date**") and shall expire on the later of (a) three (3) years after the Commencement Date (the "**Expiration Date**"), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract. At the option of the Attorney General, this Contract may be renewed for one or more additional terms not to exceed two (2) years in the aggregate. The Contractor shall be notified prior to the end of the initial term whether the Contract will be renewed and what the length of the renewal term (if any) will be. The blended fixed hourly rates of compensation specified in Section 3.1C (iii) of this Contract shall apply to such renewal term(s).

2. Scope of Services.

2.1 A. The general scope of work for this Contract is set forth in the Contract Documents. The Contractor shall provide these services in accordance with the terms and conditions of this Contract. The Attorney General shall have the unilateral right to require changes in the scope of services, provided such changes are within the general scope of the work to be performed.

B. The Contractor shall serve as special counsel to the Attorney General and subject to the terms and conditions of this Contract shall provide the services set forth in the RFP. In addition, the Contractor shall perform and be bound by any and all obligations set forth in the RFP and the Proposal (Attachments A and B to this Contract).

2.2 All legal services are to be provided only at the request of the Contract Officer (as defined in Section 4) or their designees. The Contractor may not devote time to any or all of the services to be performed, or incur expenses, absent the prior authorization of the Contract Officer or the Contract Officer's designees. All advice is to be provided directly to the Contract Officer or individuals identified by the Contract Officer. The Contractor is not authorized generally to enter into discussions with either customers, clients, or other advisors of the State.

2.3 The Contractor shall familiarize itself with State energy programs without cost to the Attorney General or the State.

3. Compensation and Method of Payment.

3.1 Except as provided in Section 3.2 below, the Contractor will be paid for services rendered under this Contract as follows:

- A. The Contractor will be paid by the Task Order Agency or institution, not more often than monthly, out of the funds, if any, that may be appropriated or may otherwise be made available or such payment.
- B. Payments to the Contractor will be based upon a reasonable number of actual hours expended by Contractor's attorneys and para-professionals in the performance of the services, as approved by the Task Order Contract Officer or designee. The Contractor shall submit detailed invoices setting forth the name of the attorney or para-professional providing services, the date of such services, a full description of the services performed, the hourly rate being charged, and the hours or fractional hours worked. The approved number of hours will be multiplied by the blended fixed hourly rates of compensation listed in Section 3.1.C. below.
- C. (i) The blended fixed hourly rate of compensation for each attorney performing services under Years 1, 2, and 3 of the initial term of this Contract shall be \$_____per hour and the blended fixed hourly rate of compensation for each para-professional performing services under Years 1, 2, and 3 of the initial term of this Contract shall be \$_____per hour.

(ii) The blended fixed hourly rate of compensation for each attorney performing services under any renewal of this Contract shall be \$_____ per hour and the blended fixed hourly rate of compensation for each para-professional performing services under any renewal of this Contract shall be \$_____ per hour.

3.2 The Contractor will:

A. during the term of the Contract, be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Contractor in the performance of this task order, subject to the terms and conditions set forth in the RFP, the approval of the Contract Officer, and the rates set forth in the State's standard travel regulations, as amended from time to time;

B. not be reimbursed for indirect costs such as secretarial services, employee overtime costs (including para-professional overtime costs), photocopying in connection with services unrelated to the scope of services, local transportation costs of professionals or paraprofessionals, preparation and review of billings, in-house messenger services, or long distance telephone or telefax message service between the Contractor and the Office of the Attorney General (the "OAG"), or between co-venturers of a joint venture Contractor; and

C. maintain records relating to the costs and expenses incurred by the Contractor in the performance of this Contract for a period of three years from the date of final payment under this Contract.

3.3 Non-reimbursed expenses may not be recovered indirectly through "time" charges.

3.4 The Contractor shall submit invoices to the Task Order Contract Officer or designee at the times or for the periods required by Task Order Contract Officer or designee, for costs and expenses incurred, itemized in a manner satisfactory to the Task Order Contract Officer or designee and in accordance with Section 3.1 B. Each invoice shall indicate the Contractor's Federal Tax Identification Number.

3.5 The State shall not withhold federal, State, and local taxes and FICA taxes, if any, from payments made pursuant to this Contract.

4. Contract Officer. The Contract Officer for this Contract is Turhan Robinson, Assistant Attorney General and Principal Counsel to the Department of General Services. Task Order Contract Officers shall be identified with each Task Order.

5. Contract Modification. This Contract including the Attachments constitutes the entire agreement between the parties and any other communications between the parties before the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract, are superseded by the agreements contained herein. This Contract may not be modified, amended, changed, or altered except by written instrument executed by the parties hereto and approved by the Contract Officer.

6. Governing Law. This Contract shall be governed by the laws of the State of Maryland.

7. Nondiscrimination. The Contractor shall comply with all applicable federal and State laws, rules and regulations and policies and procedures of the OAG and the State involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, age, gender, ancestry, or disability of a qualified individual with a disability.

8. Contractor Responsibilities. The Contractor shall assume sole responsibility for all work to be performed under this Contract. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by nationally recognized special counsel in the performance of services similar to the services to be performed hereunder. The Contractor shall not make any changes in the composition of the Legal Team specified by the Contractor pursuant to the RFP without the prior written consent of the Contract Officer or designee. Any change to the composition of the Legal Team without the prior written consent of the Contract Officer or designee may be deemed an event of default by the Contractor under this Contract. The Contractor confirms by its signature that it is thoroughly qualified and familiar with all required duties and responsibilities and will discharge the same diligently, fully, and properly, on an independent contractor basis, and in accordance with all ethical and professional duties and obligations.

9. Subcontracting. The Contractor shall not subcontract, in whole or in part, for any of the services to be performed under this Contract, without the prior written consent of the Attorney General and the Contract Officer.

10. Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or any rights created hereunder to any person, firm, partnership, company, corporation or other entity without the prior written consent of the Attorney General and the Contract Officer.

11. Dissemination of Information. During the term of this Contract, the Contractor, without the prior written consent of the Contract Officer, (a) shall not (and shall not permit its agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever any information, data, document or materials related to the services or performance of the services under this Contract or to this Contract, and (b) shall not publish any final reports or documents. The products of the efforts of the Contractor shall become and remain property of

the Attorney General, and the Contractor will, at all times, keep the Contract Officer informed of efforts and progress made in the performance of its duties, or any other such duties as may be assigned.

12. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Attorney General shall have the right to deduct from this Contract, such price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Itemization of Expenses and Retention of Records.

A. The Contractor shall maintain, for each individual attorney and para-professional performing services on behalf of the Contractor under this Contract, complete time records pertaining to and documenting the Contract services. A summary of the time records (and any coding symbols necessary to interpret the records) indicating the name of the attorney or para-professional, the services rendered, the hourly rate being charged, and the amount of time spent by each such individual performing such work shall be available to the Contract Officer or designee, the OAG, and any auditors acting on their behalf, at all reasonable times during the term of this Contract and for a period of three years after the termination of this Contract.

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

14. Financial Disclosure. The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State or its agencies and receives in the aggregate \$100,000 or more during a calendar year shall, within thirty (30) days of the time when the \$100,000 amount is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

15. Professional Liability and Insurance. The Contractor shall maintain in full force and effect during the term of this Contract professional liability insurance in an aggregate amount of not less than \$5,000,000. The Contractor agrees that thereafter it shall maintain for the entire period in which it and each of the attorneys on the Legal Team (subject to any applicable statute of limitations) may incur professional liability in connection with the performance or failure to perform services under this Contract, professional liability insurance in the aggregate amount of not less than \$5,000,000. However, if the Contractor is a joint venture, and provided that one venturing entity maintains the required insurance policy, the requirement of the Contractor to

maintain insurance shall be satisfied if both joint venturers submit evidence to the Contract Officer (for prior written approval in the Contract Officer's sole discretion) that all members of the joint venture will have such coverage either through actual insurance policies or the equivalent.

16. Conflicts.

A. The Contractor agrees that during the term of this Contract it will not represent, provide any service for, any parties whose interests are in conflict with the interests of the State and/or the OAG. To avoid potential conflicts of interest which arise from the Contractor's simultaneous representation of the Agency, the State and parties participating in transactions with the State and/or engaged in litigation with the State or the OAG, the Contractor agrees to examine its client/matter listings carefully on a periodic basis to notify the Contract Officer or designee immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest to the satisfaction of the Contract Officer or designee.

B. The Contractor shall not permit the occurrence or continuance of a violation of Title 5 of the General Provisions Article of the Annotated Code of Maryland (the "**Public Ethics Law**") in connection with this Contract.

C. The Contract Officer or designee reserve the right to make the Contractor aware of situations in which they believe the Contractor is involved which may present a conflict of interest or violation of the Public Ethics Law and to request that the Contractor promptly remedy the situation.

D. By executing this Contract, the Contractor hereby acknowledges and agrees that, upon request of the Attorney General and the Contract Officer or designee, the Contractor, to the extent permitted by the Maryland Attorneys' Rules of Professional Conduct, will withdraw from representation of parties whose interests are adversarial with the interests of the State and/or the OAG. In the event the Contractor is unable to perform any service or provide any legal representation or legal advice requested by the State or the OAG during the term hereof because of a conflict of interest, the Contractor, at the request of the Attorney General in his sole discretion, may be asked to subcontract or assign the specific request for legal service, legal representation or legal advice to other legal counsel and, in such event, the other legal counsel shall be subject to the prior approval of the Attorney General and to all terms and conditions under this Contract. The Contractor hereby further acknowledges that the Attorney General reserves the right, in his sole discretion, to select another law firm as special counsel to represent to represent the State in a particular matter if the conflict of interest is not resolved to the satisfaction of the Attorney General.

17. Compliance with Law. The Contractor hereby represents and warrants that:

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

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

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

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

18. Non-Hiring of Employees. No official or employee of the State (as defined under Section 15-102 of the State Government Article, Annotated Code of Maryland), whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the party or parties hereby contracting with the State, or any entity that is a subcontractor under this Contract.

19. Termination of Contract for Default. If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provisions of this Contract, the Attorney General may terminate this Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor, shall at the Attorney General's option, become the property of the Attorney General provided the State has paid the sums, if any, due to the Contractor pursuant to this Section 19. The State shall pay the Contractor: (a) fair and equitable compensation (based upon the rates of compensation described in Section 3 hereof) for satisfactory performance prior to receipt of notice of termination, and (b) all expenses reimbursable under this Contract incurred by the Contractor prior to receipt of such notice, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Attorney General can affirmatively collect damages.

20. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by the Attorney General in accordance with this clause in whole, or from time to time in part, whenever the Attorney General shall determine that such termination is in the best interest of the Attorney General or the State. The State will pay the Contractor (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in Section 3 hereof, and (b) all reasonable expenses incurred by the Contractor prior to such date of termination.

21 . Indemnification.

A. The Contractor, within the limitations of the Maryland Attorneys' Rules of Professional Conduct, shall indemnify, hold harmless and, upon request, defend, the Attorney General, the State, and their respective officers, members, agents and employees (the "**Indemnitees**") from and against all claims, suits, judgments, expenses, actions, damages, and costs (including reasonable attorney's fees) of every name and description, arising out of or resulting from the performance of or failure to perform the services of the Contractor under this Contract or a breach of any or all of the Contractor's obligations under this Contract.

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

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

D. The Attorney General and the State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Contract.

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

22. Correction of Errors, Defects and Omissions. The Contractor, upon request, agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the OAG. The acceptance of the work set forth herein by the Contract Officer or designee, shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

23. Political Contribution Disclosure. The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives a contract with a governmental entity in the amount of least \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the

State Board of Elections: (1) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (2) of the contribution is made after the executive of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six month period ending January 31; and (ii) August 5, to cover the six month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Termination of Multi-Year Contract. If funds are not budgeted or appropriated by the State or if funds are not otherwise made available for the continued performance of this Contract at any time during the Contract term, this Contract shall be canceled as of the time for which funds were not appropriated or otherwise made available; however, this will not affect the Attorney General's rights under any other termination clause of this Contract. The effect of termination of this Contract pursuant to this Section will be to discharge the Contractor, the Attorney General, and the State from future performance of this Contract, but not from their obligations existing at the time of termination. The Contractor shall be paid (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in Section 3 hereof, and (b) all reasonable expenses incurred by the Contractor prior to such date of termination. The Attorney General shall notify the Contractor within thirty (30) days prior to the termination of this Contract pursuant to this Section.

25. Ownership of Documents and Materials.

A. The Contractor agrees that all documents and materials (in any formats or media whatsoever) in the Contractor's possession or control prepared by or for the Contractor under the terms of this Contract (collectively, the "**Files**") shall at any time during the performance of the services be made available to the Attorney General upon request by the Attorney General or the Contract Officer or designee and shall become and remain the property of the Attorney General upon expiration of this Contract or completion of the services from time to time. The Attorney General shall have the right to use the Files without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.

B. Immediately upon termination or expiration of this Contract, upon request, the Contractor shall deliver the Files to the Contract Officer or designee or to a location within the State designated by the Contract Officer or designee. The Contractor shall have the right to retain copies of those portions of the Files which the Contractor reasonably requires for professional liability purposes.

26. Procurement Regulations. This Contract is not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland or State procurement regulations as set forth in COMAR Title 21 (collectively the "Procurement Law"). Nonetheless, the requirements of the Procurement Law will be applied to this Contract to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the Contract Officer's sole discretion. The dispute resolution and appeal procedures contained in the Procurement Law will not apply to this Contract.

27. No Assurance of Work. The Contractor acknowledges that the Attorney General may award additional contracts for Special Counsel for Energy. The Contractor further acknowledges that it has received no assurances of any minimum amount or type of work under this Contract. The Contract Officer, or designee, shall have the sole discretion to determine which contractor shall be assigned to handle a particular transaction and shall have the further right to assign a particular transaction to another contractor if the Contract Officer or designees determines such action to be in the best interest of the State.

28. Contract Affidavit. Attached to this Contract as Attachment F is the Contract Affidavit which has been completed and signed on behalf of the Contractor and which contains certifications of the Contractor with regard to corporation registration, tax payment and other matters.

29. Notices. Service of any notice under this Contract shall be complete upon receipt of such notice, mailed through the United States mail, postage prepaid, or hand delivered to the Contract Officer or designee, if such notice is to Turhan E. Robinson, Assistant Attorney General and Principal Counsel to the Department of General Services, at Office of the Attorney General, Department of General Services, 300 West Preston Street, Suite 608; Baltimore, Maryland 21201; or to the person executing this Contract on behalf of the Contractor, if such notice is given to the Contractor, at _____, Maryland _____.

30. Cost and Price Certification. The Contractor has submitted cost or price information and certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the Commencement Date. The prices under this Contract or any Contract modification, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the Commencement Date, was inaccurate, incomplete or not current.

31. Waiver. The waiver by either party hereto of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

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

33. Effective Date. This Contract shall take effect upon approval and execution by the Attorney General, provided it has first been duly executed by the Contractor.

[SIGNATURES APPEAR ON FOLLOWING PAGES.]

WITNESS the following signatures and seals:

WITNESS:

CONTRACTOR:

By:

(Typed Name)

(Typed Title)

(Date)

(Taxpayer Identification Number)

WITNESS:

THE ATTORNEY GENERAL OF
THE STATE OF MARYLAND

By: _____
Brian E. Frosh

Approved for form and legal sufficiency

(Date)

Assistant Attorney General

(Date)

**ATTACHMENT F
CONTRACT AFFIDAVIT**

A. AUTHORITY

I HEREBY AFFIRM THAT:

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

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

I FURTHER AFFIRM THAT:

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

- (1) Corporation- _domestic or _foreign;
- (2) Limited Liability Company- _domestic or _foreign;
- (3) Partnership- _domestic or _foreign;
- (4) Statutory Trust- _domestic or _foreign;
- (5) Sole Proprietorship

and is registered or qualified as required under Maryland Law.

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

Name: _____

Address: _____

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

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives a contract with a government entity in the amount of \$200,000 or more shall file with the State Board of Elections a statement disclosing; (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statements shall be filed with the State Board of Elections.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the Contract;

- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the Contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Contract Officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth In §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the Contract.
- (4) I acknowledge and agree that:
- (a) The award of the Contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the Contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11 .08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid /Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____
 (print name of Authorized Representative and affiant)

 (signature of Authorized Representative and affiant)

(Agency Assistant Attorney General Letterhead)

CONTRACT ATTACHMENT G

TASK ORDER FORM

(ON OAG-AGENCY LETTERHEAD)

(Assistant Energy Counsel Law Firm)

Address

RE: Special Energy Counsel Contract

Task Order for [Agency Name]

Dear _____

On behalf of _____ [department or agency name] (the "Agency"), and in accordance with the Special Energy Counsel Contract by and between your firm and the Attorney General of Maryland (the "Contract"), your firm is hereby directed to perform the following task(s):

[DESCRIBE TASKS]

You will also perform such other services as customarily associated with the above-described task(s). Pursuant to the Contract, Assistant Attorney General [insert name] will be the Agency Contract Officer for this Task Order. The Agency Contract Officer shall have the authority described in the Contract.

Your firm will be reimbursed for its service by the Agency in strict accordance with Article IV of the Contract. Invoices must be submitted to the Agency Contract Officer at the address shown above. No deviations from the rates specified in the Contract shall be admitted.

This Task Order shall not be deemed a modification of the Contract. By acceptance of this Task Order your firm acknowledges that it has performed an examination of its client list as required by Article _____ of the Contract, and there are no conflicts of interest in its representation of the Agency in this matter.

Please contact me as soon as possible.

Sincerely,

Assistant Attorney General

