

## **ATTACHMENT A**

### **General Provisions**

#### **1. Definitions**

- A. “Grant Agreement” means a written agreement between MEA and a grantee with respect to a grant.
- B. “Grantee” means a recipient of a grant under an MEA grant program.
- C. “Environmental Standards” means all applicable environmental laws, rules, or regulations set by federal, state, or local jurisdictions that are applicable to a Project and related directly to the performance of the Grantee’s obligations pursuant to a Grant Agreement.
- D. “MEA Program Manager” means the individual specified in writing as the MEA representative for a Program or other person designated in writing by MEA to act on behalf of MEA regarding the Grant Agreement.
- E. “Program” means an MEA grant program identified and detailed on the MEA website.
- F. “Project” means an activity or undertaking that is consistent with the requirements of an MEA Program and for which a Grant has been awarded. A project includes all activities specified in the Scope of Work and all reporting required in the Grant Agreement except for submitting invoices.
- G. “Project Site” means the location of a Project or a portion of a Project.

#### **2. MEA Grant Timeframes**

- A. Unless the MEA Program Manager approves an extension in writing, a Grant Agreement executed by the Grantee(s) shall be received by MEA no later than ten business days from the date MEA electronically transmits the Grant Agreement to the Grantee for execution. If the properly executed Grant Agreement is not received by MEA within the required time as indicated above, the Grant Award will automatically be revoked.
- B. The Effective Date of a Grant Agreement is the date that the fully executed Grant Agreement is received by MEA, as determined by the official MEA date stamp on the first page of the Grant Agreement.
- C. To be eligible for reimbursement, all reimbursement requests for Project costs pursuant to a Grant Agreement must be received no later than 60 days after the completion of the Project, unless the MEA Program Manager approves an extension in writing.

**3. Extensions**

An extension may be requested in writing by the Grantee in advance of a deadline but is not guaranteed. The MEA Program Manager may extend a deadline in writing up to 60 days, for good cause shown, such as circumstances outside of the Grantee's control.

**4. Retention of documents**

The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property, as well as reports, activity logs, timelines, estimated energy savings and/or generation, supporting documentation for any other expenses that are covered in whole or in part by any Grant funds, and any other information related to Grant activities for at least three years from the date that the Grantee receives final reimbursement from MEA. MEA, MEA's representatives, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor may examine and audit this evidence on request, at any reasonable time within the retention period. In addition, the Grantee shall also make the worksite available to MEA or its representatives, upon request at any reasonable time, for at least three years from the date that the Grantee receives final reimbursement from MEA.

**5. Communications with MEA; Updating IRS W-9 form**

A. The Grantee shall submit to MEA all reimbursement requests and other documentation required under the Grant Agreement at the MEA email address specified in the Grant Agreement, unless MEA has received as part of the application process notification that the Grantee has opted out of electronic communications. If the Grantee has opted out of electronic communications, the Grantee shall submit all reimbursement requests and other documentation required under the Grant Agreement by mail or hand-delivery to the applicable program at MEA.

B. The Grantee shall promptly provide MEA with an updated IRS W-9 form when information on a prior IRS W-9 form has changed.

**6. Subject to Funding Availability**

Prior to execution of the Grant Agreement, Grant funds are subject to change in amount and availability.

**7. Location within Maryland**

A Project must be located in Maryland or undertaken for the direct benefit of a Maryland resident, business, community, campus, or facility located entirely within the State of Maryland.

**8. Compliance with Grant Agreement**

After review of the reports, requests for reimbursement, and any supporting documents or information requested by MEA, MEA shall make a final determination whether the Grantee has met all Program requirements, terms, and conditions, and shall process the Grant Award for payment as promptly as possible, if warranted. Grant funds shall not be provided for work that

has yet to be performed; costs that have yet to be incurred or are not sufficiently documented; or costs that are inconsistent with the purpose, terms, and conditions of the Grant, as determined by MEA.

**9. Disallowance of Grant Funds for Violation of Grant Agreement**

Any expenditure of Grant funds that is not consistent with the purposes of the Program, or that violates any requirement, term, or condition of a Program or the Grant Agreement, may, in the sole judgment of MEA, be disallowed. If MEA determines any expenditure to be ineligible after MEA has disbursed funds to the Grantee, the State may require repayment to MEA for reimbursement of the Strategic Energy Investment Fund, an offset from any State grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall immediately repay to the State any part of the Grant that is not used for the purposes of the Program.

**10. Nondiscrimination Provision**

The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution, by-laws, or policies prohibit discrimination consistent with the Governor's Code of Fair Employment Practices.

**11. Compliance with Relevant Certifications, Licenses, And Requirements**

A. The Grantee shall be responsible for compliance with the following:

- (1) All work performed on behalf of the Grantee pursuant to a Grant Agreement shall be carried out by the Grantee's staff and contractors holding all necessary Maryland certifications and licenses.
- (2) Any business or non-profit organization operating in Maryland with which the Grantee contracts or partners to carry out the purposes of the Grant shall be registered and in good standing with the Maryland State Department of Assessments and Taxation, if applicable.
- (3) All work performed pursuant to a Grant shall comply with all applicable local, State, and federal building codes and other applicable laws and regulations.

B. If MEA determines that any activity undertaken under the Grant Agreement is inconsistent with subsection A of this section, MEA may rescind the Grant or take any other appropriate action, as determined by MEA.

**12. False Statement or Report**

A person may not knowingly make or cause to be made any false statement or report in any document required to be furnished by MEA in relation to the Program. For a SEIF-funded Grant, any violation of this provision is a misdemeanor and on conviction is subject to a fine not

exceeding \$50,000.00 or imprisonment not exceeding 1 year or both, as specified in State Government Article §9-20B-11 of the Annotated Code of Maryland.

**13. Historic Preservation Review**

For each project being funded in whole or in part through a Grant Agreement, a historic preservation review must first be completed by the Maryland Historical Trust (MHT) or MEA's historic preservation expert. This review ensures that no historic property is "adversely affected" through building improvements, equipment installations, and related property modifications proposed for Projects funded wholly or in-part by a Program. Prior to starting construction, the Grantee shall ensure that MEA has received documentation from MHT or MEA's historic preservation expert indicating that the Project will have no adverse effect on a historic property.

**14. Maryland Saved Harmless**

To the extent allowed by Maryland law, and subject to appropriations if applicable, the Grantee agrees to defend, indemnify, and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law. If the Grantee is a Maryland State agency or local government, then each party shall be responsible for its own liability associated with the Grant, and neither party waives any applicable immunities.

**15. Environmental Standards and Liability**

A. As relevant to the Project, the Grantee shall ascertain and comply with all applicable Environmental Standards, monitor compliance, and immediately halt and correct any incident of non-compliance. The Grantee is solely responsible for all steps in obtaining any required permits including, but not limited to, those related to air quality requirements, as applicable.

B. In the event of any incident of non-compliance with Environmental Standards, the Grantee shall:

- (1) Give MEA immediate notice of the incident to the MEA Program Manager, or designee, providing as much detail as possible;
- (2) If requested by MEA, submit a written report to MEA, identifying the source or cause of the non-compliance and the method or action required to correct the problem; and
- (3) Cooperate with MEA and its designated representatives or contractors with respect to investigation of the incident.

C. Subject to Section 14 and to the limits allowed by Maryland law, the Grantee shall be liable for:

- (1) All environmental losses, including but not limited to, costs, expenses, losses, damages, actions, claims, penalties, fines and remedial or cleanup obligations arising from its failure to comply with Environmental Standards; and
- (2) Any hazardous material located or placed in the Project and any requirements imposed by any governmental authority with respect to hazardous materials, arising in connection with the Grant or the Project.

## **16. Liability Insurance**

A. For all work performed by the Grantee that is to be funded in whole or in part with grant funds provided by MEA, the Grantee shall purchase and maintain comprehensive third-party legal liability insurance or its equivalent, with minimum coverage of \$1,000,000 per occurrence. The Grantee shall also maintain other such insurance as is appropriate for the work to be performed. For a self-insured entity, such as a Maryland State or local government entity, a document detailing the basis for self-insurance, including when applicable, the statutory basis, may be accepted by MEA as an equivalent form of insurance under this paragraph.

B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability. The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured.

(1) Insurance requirements may be waived or modified by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated as part of the Grant Agreement.

(2) The Grantee shall include in all of its contracts for work that is to be funded in whole or in part with grant funds provided by MEA a provision or provisions requiring all contractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the work to be performed, with minimum coverage of \$1,000,000 per occurrence. All insurance provided by the contractor must name MEA as an additional insured.

(3) The Grantee shall maintain insurance documentation in a Grantee-owned facility and shall provide to MEA, upon demand, a certificate or other documentation deemed appropriate by MEA, evidencing MEA's status as an additional insured. Insurance requirements may be waived by MEA in writing, for good cause shown. Any such written waiver or modification shall be signed by the parties and incorporated into the Grant Agreement.

## **17. Monitoring and Evaluation**

For monitoring and evaluation purposes, the Grantee shall make available to MEA or its representatives, during regular business hours, all applicable reports, activities logs, timelines,

estimated energy savings and generated energy, operating hours, projected system efficiencies and other technical and engineering specifications, and other information related to the Grant.

**18. MEA Access to Project Site**

A. If a Project Site is controlled by the Grantee:

(1) Upon reasonable notice, the Grantee shall allow MEA employees or representatives access to the Project Site to monitor the Project and provide technical assistance to verify that Project requirements are fully satisfied.

(2) Except as provided in paragraph (5) of this subsection, the Grantee shall allow MEA employees or representatives access to the Project Site to take photographs or video of the Project for MEA use, upon request by MEA.

(3) Upon reasonable notice from MEA, the Grantee shall assist MEA in any efforts to remotely monitor and inspect the Project, including but not limited to supplying MEA with any relevant photograph or document.

(4) Except as provided in paragraph (5) of this subsection, the Grantee shall participate in recorded remote monitoring of the Project to verify that Project requirements are fully satisfied, upon request by MEA.

(5) MEA may in its sole discretion modify the requirements in paragraphs (2) and (4) of this subsection if the Grantee provides a written request due to concerns, including but not limited to security concerns.

B. If a Project Site is controlled by a third party at any time during the Grant period:

The Grantee shall be responsible for obtaining written permission from the third party to allow MEA access to the Project Site for all purposes described in the Grant Agreement. Unless the Grantee provides good cause, to be determined solely by MEA, MEA shall not provide any further reimbursement of funds under the Grant Agreement until the Grantee provides the required written permission.

**19. Participation in Marketing and Public Events; Signage**

A. To the extent possible, and as requested by MEA, the Grantee shall participate in MEA-organized press events and host State government officials for visits and tours of the Project Site. MEA shall provide reasonable notice to the Grantee and coordinate with the Grantee prior to scheduling a press event or official visit.

B. The Grantee shall reference MEA grant funds provided under this Agreement in any of its media coverage regarding the Project including but not limited to press releases or announcements and shall provide MEA with prior notice regarding any such media coverage.

C. Within 90 days following the effective date of the Grant Agreement, the Grantee shall consult with MEA regarding the feasibility of displaying signage indicating MEA sponsorship of the Project. Based upon this consultation, MEA may require the Grantee to place signage indicating MEA's role in the Project in a prominent location and, if applicable, near the Project. If applicable, MEA may provide the official MEA logo for incorporation on existing Grantee-produced project signage and may elect to provide any required signage.

**20. Use of Project Information**

The Grantee understands and agrees that MEA may use information about the Project for reporting and marketing purposes, including but not limited to the project description, building type, energy measures, project costs, leveraged funds, energy and financial savings, and pictures and videos of the premises. MEA shall provide the Grantee an opportunity to review and consult with MEA to ensure that a written case study, photo, or video taken of its facility will not disclose confidential personal and/or business information.

**21. Project Location Workforce Requirement**

The Grant shall comply with State Government Article § 9-20B-05, Annotated of Maryland, which requires that at least 80 percent of workers participating in a project or program that receives money from the SEIF must reside within 50 miles of the project or program. As the Program is a statewide program, MEA will determine compliance based on whether at least 80 percent of worksite workers reside in Maryland, or within 50 miles of Maryland's borders.

**22. American Manufactured Goods**

If the Grantee is a unit of State or local government, the Grant must comply with State Finance and Procurement Article §§ 14-416 and 17-303, Annotated Code of Maryland.

**23. Maryland Law Prevails**

The internal laws of Maryland shall govern the interpretation and enforcement of the Grant Agreement, except for any choice of law provisions utilized by Maryland.

**24. Grant Agreement Binding on Successors and Assigns**

The Grant Agreement shall bind the respective successors and assigns of the parties.

**25. Assignment or Transfer**

The Grantee may not sell, transfer, or assign any of its obligations under the Grant Agreement, or its rights, title, or interest in the Grant Agreement, without further prior written consent of MEA.

**26. Amendments to the Grant Agreement**

Other than an extension of up to 60 days approved pursuant to Section 3 of these General Provisions, no amendment to the Grant Agreement is binding unless it is in writing and signed by both parties.

**27. Merger**

The Grant Agreement and any terms and conditions expressly incorporated by reference herein embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

**28. Non-waiver of Rights; Remedies**

No failure on the part of the State or MEA to exercise, and no delay in exercising, any right under the Grant Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude the State or MEA from further exercising that or any other right. The remedies provided under the Grant Agreement are cumulative and not exclusive of any remedies provided by law.

**29. Attestations**

A person executing an Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- A. The person is authorized to sign the Agreement on behalf of the Grantee and to commit the Grantee to the obligations set forth in the Agreement;
- B. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the United States;
- C. Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee has engaged in any practice regarding this Grant that is inconsistent with General Provisions Article § 5-502, Annotated Code of Maryland;
- D. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or the Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or the Agreement;



E. The Grantee, if a health or social welfare organization as defined by State Finance and Procurement Article § 7-403, Annotated Code of Maryland, shall keep financial records in accordance with uniform accounting standards, as more fully described in Section 7-403;

F. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations; and

G. The Grantee is not in default on any financial obligation to the State or MEA.