



Baltimore Regional Cooperative Purchasing Committee

REQUEST FOR PROPOSAL NO. P-278 POWER PURCHASE AGREEMENT (PPA) FOR PROJECTS

Due Date: 05/06/21, Time: 2:30 PM
Pre-Bid Conference: 03/16/21, Time: 10:00 AM

Direct all questions to the lead agency:
ROSETTA BUTLER, CHIEF OF PURCHASING (Primary)
GABRIELLE JOHNSON, STAFF BUYER (Secondary)

Phone: 410-887-4637 or 410-887-2241
Email: bid@baltimorecountymd.gov
BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site to obtain amendments once they have downloaded a solicitation.

All original and duplicate bids and other attachments, related documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

BIDDER CHECKLIST

- Have you signed your bid?
- Have you signed the Procurement Affidavit?
- Have you filled out all applicable forms?
- Have you returned the original? (and required duplicate copies when required?)
- Have you signed and returned amendments?
- Have you included the bid bond, if required?

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-278
POWER PURCHASE AGREEMENT (PPA) FOR PROJECTS**

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BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCP)

GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to bidders.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all bids in ink (or in the case of electronic solicitation, digitally). All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Agent. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Agent.
- 1.6 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Agent in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Agent will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCP.
- 1.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at www.baltimorecountymd.gov/purchasing. Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the web site to obtain all addenda.

- 1.10 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.
- 1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful bidder upon the award of the solicitation, and to successful bidders upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.
- 2.4 Nonperformance by a successful bidder, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.
- 6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.
- 7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.
- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.
- 7.4 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to

eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.
- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.
- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

- 10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Workmen's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.
- 10.2 Refer to the specifications for detailed insurance requirements. [Or insert the lead jurisdiction's requirements here]

11 DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participation jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating

jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

*"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

GENERAL TERMS AND CONDITIONS APPLICABLE TO
STATE OF MARYLAND, BOARDS OF EDUCATION

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions.

2. CHILD SEX OFFENDER NOTIFICATION

2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

2.2 As a successful bidder and/or its agents working for the political subdivisions, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agents conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors it used to perform the work. Violations of this provision may cause a participation jurisdiction to take action against the successful bidder up to and including termination of the contract.

2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which successful bidders may view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this provision.

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRPC)

Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council ("BMC") and the Metropolitan Washington Council of Governments ("MWCOG") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

The supplier/contractor and participating entity agree:

- a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- b. To provide to BMC and/or MWCOG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- c. Contract obligations rest solely with the participating entities only;
- d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives> and www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/

Additional General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope/carton or electronically as specified in the General Conditions. All bids must be clearly identified with the SOLICITATION NUMBER and the DUE DATE and TIME for mailed and/or hand-delivered submittals and SOLICITATION NUMBER for electronic submittals. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person

submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid

without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject

matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Competition

4.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type, and for no other purpose unless otherwise stated in the solicitation.

4.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

4.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

4.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

4.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

4.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

4.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

5. **Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice:** Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or subcontractor. In accordance with the **Executive Order 2017-003 dated July 27, 2017**, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation

6. **Authority**

6.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

6.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

6.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business name] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the 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]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, 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 arising out of 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, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) 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 subsection (1), (2), (3), or (4) above;

(6) 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;

(7) 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 above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in 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 proceeding, 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]:

E. 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]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the 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.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(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 take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation (“SDAT”) in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

Yes No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? Yes No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? Yes No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

Yes No

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 or agent 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 or agent, any fee or other consideration contingent on the making of the Contract.

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, status as a veteran or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and

- b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (**You must check one of these**)
- The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
 - The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
 - i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) 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 Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) 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, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:
 Title:
 (Authorized Representative and Affiant)

MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

___ The Business is a MBE___ or WBE ___

[___] Maryland State Department of Transportation (MDOT) #_____

[___] City of Baltimore #_____

[___] Name Other Jurisdiction: _____ #_____

[___] The ownership of the Business consists of ___% minorities and ___% women (for a total of ___%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

___ Minority Status

___ African American

___ Hispanic American

___ Asian American

___ Native American

___ Caucasian

___ Women

___ The MBE/WBE business anticipates meeting up to 50% of the stated participation goal with its own workforce

___ The Business anticipates utilizing subcontractors for ___% of the work of the contract requirements, of which it anticipates ___% will be MBEs and ___% will be WBEs.

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: _____

Name:

Title:

(Authorized Representative and Affiant)

SIDE 2

MBE / WBE Certification	
<p>Maryland Department of Transportation (MDOT)</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>	<p>City of Baltimore</p> <p>Certification #: _____</p> <p>Certification Date: _____ / _____ / _____</p> <p>Pending: _____</p>

Business Ownership (Check Only One)					
	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization			
	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)					
	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation	
Incorporation State: _____	OR Date Business Started _____ / _____ / _____

Signature		
I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature: _____	Title: _____	Date: _____



BALTIMORE COUNTY, MARYLAND
INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include Baltimore County, Maryland as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000 any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

- Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

BALTIMORE COUNTY, MARYLAND
USE OF MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES
IN
COUNTY CONTRACTS
MBE/WBE Plan Package



Office of Budget and Finance
Historic Courthouse
400 Washington Ave
Towson, Maryland 21244
410-887-3407

www.baltimorecountymd.gov/go/mwbe

@BaCoBiz4All



PROSPECTIVE BIDDERS/OFFERORS

Baltimore County Executive Order 2017-003 Use of Minority Business Enterprises and Women's Business Enterprises states:

SECTION 6. BID REQUIREMENTS.

(A)(1) All bidders shall submit a list of all subcontractors contacted in preparation of their bid package or proposal.

(2) The list shall include the service to be performed, bid amount, and the race/ethnicity/gender of the business owner(s).

(B)(1) All bidders shall submit a list of all subcontractors to be used on a county contract in the bid package.

(2) This list shall include all subcontractors (both MBE/WBE and non MBE/WBE) used, the service to be performed, the total amount to be paid, and the race/ethnicity/gender of the owner.

If the solicitation includes a MBE/WBE **subcontracting** goal, you **MUST** demonstrate “**Good Faith**” effort either by:

1. Complete and sign FORM A, FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C **listing all subcontractors** with the initial bid submission.
 - a. *All Forms must be completed and signed. However, FORM C **MUST** be completed and signed by both the prime and the MBE/WBE subcontractor.*

OR

2. If you are unable to meet any portion of the goal, you **MUST** do one of the following:
 - a. If you are requesting a **partial waiver**, complete and sign FORM A with initial bid submission. FORM B (to include FORM B-Prime if MBE/WBE Prime wishes to count towards the goal) and FORM C (**listing all subcontractors**). In addition, complete, sign and submit FORM D and FORM E **accompanied with all supporting documentation** for the portion of the goal that will not be achieved as specified on FORM A.
 - b. If you are requesting a **full waiver**, complete and sign FORM A indicating your intent to request a full waiver **accompanied with a completed and signed FORM C listing all subcontractors**, FORM D and FORM E **accompanied with all supporting documentation. This MUST be submitted with the initial bid as specified on FORM A.**
 - c. *All Forms must be completed and signed. FORM C and FORM D **MUST** be completed and properly signed by both the Prime AND the MBE/WBE subcontractor(s).*

NOTE: The MBE/WBE **subcontracting** goal applies to **ALL** prime/general contractors including certified and non-certified minority and women owned firms. **However, a Minority-owned or a Women-owned prime may self-perform up to 50% of MBE/WBE subcontracting goal set in the solicitation. The MBE/WBE primes that wish to count towards the goal must list themselves on all appropriate forms.**

BALTIMORE COUNTY, MARYLAND MBE/WBE PARTICIPATION SUMMARY

Executive Order: Minority business enterprises and women business enterprises (MBE/WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in certain circumstances, in part with County funds. Accordingly, on July 27, 2017, the County Executive adopted the EXECUTIVE ORDER No. 2017-003 addressing MBE/WBE participation in County contracts. The July 27, 2017 Executive Order may be found on the Baltimore County website at www.baltimorecountymd.gov/go/mwbe.

Each Contract: The County shall establish a minimum MBE/WBE participation amount for each contract, as applicable.

Bidder/Offeror Responsibility: The bidder/offeror shall ensure that MBE/WBE participation occurs in accordance with the contract requirements and the County Executive's Executive Order. All bidder/offerors shall ensure that MBE/WBE have the maximum opportunity to compete for and perform County contracts, as applicable. Baltimore County, Maryland, and/or its bidder/offerors and contractors shall not discriminate on the basis of race, color, national origin, disability or sex in the award and performance of any County contract.

APPROVED MBE/WBE LISTINGS

Published compilations of approved and certified MBE/WBE, contractors, subcontractors, material suppliers, etc. include:

1. DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT):
http://mbe.mdot.state.md.us/directory/search_select.asp
2. MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE:
<http://cityservices.baltimorecity.gov/mwboo/>

BIDDER/OFFEROR'S ACTIONS

Seeking Firms: The bidder/offeror will seek commitments by subcontract or otherwise from MBE/WBE firms for supplies and/or services, any combined value of which equals or exceeds the required percentage of MBE/WBE participation goal for the County contract. However a MBE/WBE Prime that affirms its MBE/WBE status on the Minority and/or Women Prime Participation Affidavit may count up to 50% of the goal.

Expenditures for Materials and Supplies: A bidder/offeror may count toward its MBE/WBE contract requirements, all expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

Information to be supplied: All bidder/offerors shall submit the following information to the County at the time of bid submission:

1. The name of an employee designated as the bidder/offeror's liaison to the County's Minority Business Enterprise Unit.
2. The following forms shall be completed and submitted
 - Certified MBE/WBE Utilization and Fair Solicitation Affidavit (**Form A**); from among those names appearing in the Approved MBE/WBE Listings (excepting Federal Highway Administration projects, which exclusively require DBE approved and certified by the Maryland Department of Transportation Certification Committee);
 - A MBE/WBE Participation (**Form B**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

- A MBE/WBE Disclosure and Participation Statement (**Form C**) completed and signed by the prime contractor and MBE/WBE firms for each MBE/WBE listed on the Form. Form C must match what is stated on Form B.
 - If applicable, MBE/WBE Subcontractor Unavailable Certificate (**Form D**) completed and signed by the prime contractor and MBE/WBE for each MBE/WBE listed on the Form.
3. If applicable, MBE/WBE Outreach Efforts - Compliance Statement (**Form E**) completed and signed by the Bidder/Offeror. The prime shall submit a list of all subcontractors.
 4. For DPW contracts, if the bidder/offeror intends to fulfill the MBE/WBE requirements by use of a joint venture, he/she must submit a Joint Venture Disclosure Affidavit (**Form D-EEO-006-A** and **B** showing the extent of MBE/WBE participation. If a bidder/offeror intends to use a MBE/WBE joint venture as a subcontractor to meet its MBE/WBE requirements, the affidavit must be submitted through the bidder/offeror by the proposed subcontractors and signed by all parties.
 5. If the bidder/offeror's proposed MBE/WBE participation does not meet the MBE/WBE contract requirements, information sufficient to demonstrate that the bidder/offeror has made every effort to meet the requirements must be submitted. (See DETERMINATION OF BID RESPONSIVENESS hereafter)

RECORDS AND REPORTS

Returning Records: The bidder/offeror must keep such records as are necessary to determine compliance with its MBE/WBE utilization requirements:

1. The MBE/WBE and non-minority contractors, type of work being performed, actual values of work and services.
2. Documentation of all correspondence, contacts, telephone calls, etc., to obtain MBE/WBE services for the contract.
3. All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online system called PRISM. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion and/or upon written request may require additional reports regarding MBE/WBE.

Retaining Records: All MBE/WBE records must be retained for 3 years following the expiration or any earlier termination of the contract and shall be available for inspection and photocopying by the County.

Investigation and Notification: Whenever the County believes the bidder/offeror, contractor, or any subcontractor may not be operating in compliance with the MBE/WBE requirements, the County may, in its sole discretion, conduct an investigation. If the County finds the bidder/offeror, contractor, or any subcontractor is not in compliance with the MBE/WBE requirements, the County may exercise any and all rights and remedies available to the County, under the contract, at law or equity, as deemed applicable and appropriate by the County in its sole discretion.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder/offeror is unable to procure from MBE/WBE firms (by subcontract or otherwise), supplies and services, any combined value of which equals the required percentage of the total value of the contract, the bidder/offeror may request, in writing, a deviation or waiver of the contract requirements. To obtain such a waiver, the bidder/offeror must submit the following information at the time bids are due:

BALTIMORE COUNTY, MARYLAND
MBE/WBE PARTICIPATION SUMMARY

The request for waiver request shall include (1) a signed unavailability statement (Form D) executed by all MBEs and WBEs that the bidder/offeror solicited for participation and (2) Outreach Efforts/Compliance Statement (Form E) that demonstrates the bidder/offeror's good faith efforts to comply with the contract requirements, including copies of solicitation documentation to all potential subcontractors:

Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder/offeror contacted each MBE/WBE; and

Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.

Bid Rejection: The failure of any bidder/offeror (including the apparent low bidder/offeror) to provide a responsive MBE/WBE Plan as required by the solicitation may result in the bidder/offeror being deemed non-responsive and the County's rejection of the bid.

Liquidated Damages If the County issues a notice of intent to awards contract to the apparent low bidder/offeror who provided a responsive MBE/WBE Plan, but, if after said notice and before execution of Contract Documents, it is determined by the County that the apparent low bidder/offeror has failed to comply with the MBE/WBE Plan, such failure may result in the recommendation by the appropriate Procurement Official to annul the award and forfeit the bidder/offeror's Proposal Guaranty to the County, not as a penalty, but as liquidated damages, it being acknowledged that actual damages will be difficult if not impossible to accurately measure. In addition, the County may proceed as it determines to be in its best interest, including but not limited to, the Notice of Award may be made to the next lowest responsive and responsible bidder/offeror or the work may be re-advertised.

Contract Breach: If, after execution of a County contract, the contractor becomes aware it may or will fail to fulfill the applicable MBE/WBE requirements and/or may or will deviate from the contractor's bid response/contract terms, the contractor shall promptly advise the County of this in writing. Thereafter, the County will determine what action or remedy is appropriate on a case-by-case basis, in the County's sole discretion.

Approval Required for Changes: Any and all changes to the MBE/WBE subcontractors or the type or amount of work to be performed by such subcontractors during the contract term must be mutually agreeable to the County and the contractor and shall be documented via a contract amendment, executed by legally authorized representatives of the County and the contractor.

Cooperation in Reviews: The bidder/offeror will cooperate with the County in any reviews of the contractor's procedures and practices with respect to MBE or WBE firms, which the County may from time to time conduct in its sole discretion.

Other: If the documents used to determine the contractor's efforts, achievement of, and/or the status of an MBE/WBE requirement or fulfillment thereof contain false, misleading or misrepresented information, the contractor may be declared in breach of the contract and the County may take any and all actions and/or remedies available to the County under the contract, at law, or in equity. If an MBE/WBE is disqualified by any public entity, including but not limited to, Baltimore City, the State or MDOT, at any time after award or during the term of the contract, the County may, in its sole discretion, require the prime contractor to promptly submit for County approval, the contractor's plans for fulfilling the required MBE/WBE participation under the contract, and/or request such detail and additional information as the County, in its discretion deems appropriate.



PRIME CONTRACTOR MINORITY AND WOMEN PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY AND WOMEN PARTICIPATION

I FURTHER AFFIRM THAT:

I am aware that, pursuant to the July 27, 2017 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

___ The Prime is a MBE or WBE

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

The ownership of the Noncertified MBE/WBE business consists of ____% minorities and ____% women (for a total of ____ %), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent ownership.

_____ % African American _____ % Hispanic American _____ % Women
_____ % Asian American _____ % Native American _____ % Disadvantaged (DBE)

___ The MBE/WBE prime anticipates meeting up to 50% of the stated participation goal with its own workforce. **MBE/WBE primes percentage must be stated on the MBE/WBE PRIME PARTICIPATION SCHEDULE (FORM B) to count towards the goal.**

___ The prime anticipates does not anticipate utilizing subcontractors for ____% of the work of the contract requirements, of which it anticipates ___% will be MBEs and ___% will be WBEs.

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's Name and Title)

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: *If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.*

* * * * *

I acknowledge the goal for solicitation #_____ is a minimum of _____%. This goal must be met by any combination of the MBE/WBE subcontractors. However, for instances where the Prime is counting up to 50% of the goal, the remaining goal balance must be met by any combination of the MBE/WBE subcontractors.

- The goal breakdown is as follow::
 - _____% Minority/Women Prime
 - _____% for certified MBE-owned businesses and/or
 - _____% for certified WBE-owned businesses.

I have made a good-faith effort to achieve this MBE/WBE solicitation requirement. If awarded the contract, I will comply with this MBE/WBE contract requirement and will continue to use my best efforts to increase MBE/WBE participation during the contract term.

PLEASE CHECK ONE BOX (EITHER 1, 2, OR 3)

- 1 Prime has met the MBE/WBE contract requirements for this solicitation and contract. I submit the Subcontractor Participation Form B and Form C, along with this Affidavit, which details how the Prime will achieve the contract requirements. Submit a complete list of all additional subcontractors
- Or**
- 2 After having made a good-faith effort to achieve the MBE/WBE requirements, the Prime can only achieve partial success. I submit the Subcontractor Participation Form B, Form C, Form D and Form E along with this Affidavit, which details how the Prime will partially achieve the contract requirements. Submit a complete list of all additional subcontractors

I request a partial waiver and will meet the following MBE/WBE participation goals:

- Partial waiver of MBE/WBE subcontract participation::
 - _____% Minority/Women Prime
 - _____% for certified MBE-owned businesses and/or
 - _____% for certified WBE-owned businesses.

Or

- 3 After having made a good faith effort to achieve the MBE/WBE requirements for this contract, the Prime is unable to achieve the requirements and/or sub requirements for this contract. I submit the MBE/WBE Participation Form D and Form E, along with this Affidavit, which details the steps the Prime has taken in an attempt to achieve the contract requirements. Therefore, I request a full waiver.

IF YOU HAVE CHECKED BOX 2 OR 3, THE FOLLOWING IS APPLICABLE:

- 1) If a bidder is unable to comply with the goals established in a bid for a project, the bidder may submit a request for a waiver at the time of bid submission. However, occasions for granting waivers will be limited.

BALTIMORE COUNTY, MARYLAND
Certified MBE/WBE Utilization and Fair Solicitation Affidavit
(FORM A)

- 2) The request for waiver shall include documentation that demonstrates the bidder’s good faith efforts to comply with the goals, including:
- (I) Signed unavailability statements from all MBEs and WBEs that the bidder solicited for participation; and
 - (II) Copies of solicitation documentation to include the scope of services to be performed by the subcontractors accompanied with the following:
 - (a) Emails, letters, facsimile transmittals and confirmations containing plans, specifications, and anticipated time schedule for portions of the work to be performed and meeting notes and agendas clearly identifying the certified MBE or WBE classification and dates that the bidder contacted each; and
 - (b) Telephone logs containing names, addresses, dates, telephone numbers, work to be performed, anticipated time schedule and classification of certified MBEs and WBEs contacted.
 - (c) Responses from MBE/WBE firms contacted to fulfill the goal.

As I have checked Box 2 or 3 of this Affidavit, I understand I must submit the following supporting documentation with the bid:

- *Subcontractor Participation Schedule* (Form B)
- *Subcontractor Disclosure and Participation Statement* (Form C)
- *MBE/WBE Subcontractors Unavailable Certificate* (Form D) (if applicable)
- *MBE/WBE Outreach Efforts – Compliance Statement* (Form E) (if applicable)

I acknowledge that the MBE/WBE subcontractors/suppliers listed on the *Subcontractor Participation Schedule* (Form B) will be used to accomplish the percentage of MBE/WBE participation that the Prime shall achieve. A fully executed Form C must match Form B.

In the solicitation of subcontract quotations or offers, MBE/WBE subcontractors were provided the same information and amount of time to respond, as were non-MBE/WBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE/WBE subcontractors at a competitive disadvantage to non-MBE/WBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Phone Number

Address

Affiant Signature

Address (continued)

Printed Name & Title

E-mail address

Date

**BALTIMORE COUNTY, MARYLAND
SUBCONTRACTOR PARTICIPATION SCHEDULE
(FORM B)**

*This document must be completed and submitted with Bid/Proposal to Baltimore County.

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Prime Name	Prime Address, Telephone Number and Email
Bid/Proposal Name and Number	Project Location
	Base Bid \$ _____
1. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status (If applicable): <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Native American continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Dollar Amount	Percent of Total Contract
2. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable; <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific <input type="checkbox"/> Native American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Small Business continent <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
3. Subcontractor Name and Tax ID	Subcontractor Address
Telephone Number _____ Fax Number _____ Select Once: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBE <input type="checkbox"/> N/A Provide if Applicable: <input type="checkbox"/> MDOT <input type="checkbox"/> Baltimore City # _____	Minority Status <input type="checkbox"/> African American <input type="checkbox"/> Disabled <input type="checkbox"/> Alaska Native <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Corporation <input type="checkbox"/> Female <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian <input type="checkbox"/> Pacific <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American Sub- <input type="checkbox"/> Native American continent <input type="checkbox"/> Small Business <input type="checkbox"/> Other
NAICS Code(s), Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
Subcontractor Total Dollar Amount	Total Subcontractor Percent of Entire Contract
Form Prepared by: Name/Date: _____ Title: _____ Email: _____	Reviewed and Accepted by Baltimore County Minority Business Enterprise Office Name _____ Title _____ Date _____

<input type="checkbox"/> MBE or <input type="checkbox"/> WBE Prime Participation	_____ %	\$ _____
Total MBE Subcontracting Participation	_____ %	\$ _____
Total WBE Subcontracting Participation	_____ %	\$ _____
Total MBE/WBE Participation	_____ %	\$ _____
Total SB/SBE Participation	_____ %	\$ _____

BALTIMORE COUNTY, MARYLAND
MBE/WBE PRIME PARTICIPATION SCHEDULE
(Form B-Prime)

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE/WBE PRIME FIRM WILL PERFORM USING ITS OWN WORKFORCE PERTAINING TO THE PERCENTAGE STATED MBE/WBE PARTICIPATION SCHEDULE (FORM B) FOR PURPOSES OF MEETING THE MBE/WBE PARTICIPATION GOALS.

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the County contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

Certified Yes No

Certifying Jurisdiction _____

MBE PRIME CONTRACTOR

Minority Status:

African American

Hispanic American

Women

Asian American

Native American

Disadvantaged

**BALTIMORE COUNTY, MARYLAND
MBE/WBE –UNAVAILABILITY CERTIFICATE
(FORM D)**

****If applicable, this document must be completed and submitted with Bid/Proposal to Baltimore County.***

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on the _____ contract.

2. The _____ (MBE/WBE Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firms MBE/WBE Representative Title Date

MDOT/Baltimore City Certification # Telephone #

3. PRIME'S SIGNATURE AND CERTIFICATION

I certify under oath that I contacted the Certified MBE/WBE and they advised me that they are unavailable, unable to perform the work/services for the above-contract or failed to respond to repeated requests for a price proposal for the above-contract.

Signature of Prime Title Date

BALTIMORE COUNTY, MARYLAND
MBE/WBE - OUTREACH EFFORTS - COMPLIANCE STATEMENT
(FORM E)

**This document must be completed and submitted with Bid/Proposal to Baltimore County.*

NOTE: If you do not complete and submit this form with your bid or offer to the County, the County may, in its sole discretion, deem your bid or offer NON-RESPONSIVE and accordingly the COUNTY WILL NOT CONSIDER YOU FOR CONTRACT AWARD.

In conjunction with the bid or offer submitted in response to Solicitation Number _____, I state the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of the solicitation documentation in accordance with Section 6 (E) Bid Requirements of the Executive Order, used to solicit certified MBE/WBEs for the subcontract opportunities accompanied with the signed MBE/WBE Subcontractor Unavailability Certificate (Form D).

3. Bidder/Offeror made the following attempts to solicit MBE/WBEs:

Signature – Bidder Offeror

Print or Type Name of Firm

Street Address

City State Zip Code

Date



JOHN A. OLSZEWSKI, JR.
County Executive

EDWARD P. BLADES
Director
Office of Budget and Finance

To: Contractors/Consultants

From: Minority and Women Business Enterprise Office

Date: January 17, 2020

Subject: Compliance Reporting - Penalties

Baltimore County, Maryland (the "County") requires all Prime Contractors and all Subcontractors to submit monthly reports through an online MBE/WBE Compliance Portal (PRISM). The Portal can be found under Compliance Reporting for Primes and Subcontractors at www.baltimorecountymd.gov/go/mwbe.

The County has found that a number of companies are failing to file reports in a timely manner, which makes it difficult for the County to verify compliance. As a result, the County has determined to assess penalties for non-compliance, effective September 1, 2018, as follows:

- (a) For failure to file timely monthly reports:
 - a. Assessment of a late fee of \$10 per day per task, up to a maximum of \$1,500 per task; and/or
 - b. For multiple violations, termination of the contract for convenience or for default, with the contractor suspended from participating in County contracts for five (5) years.
- (b) For failure to meet MBE/WBE requirements:
 - a. Assessment of a penalty of up to 10% of the contract value; and/or
 - b. Termination of the contract for convenience, with the contractor suspended from participating in County contracts for five (5) years together with assessment of a penalty of up to 10% of the contract value; and/or
 - c. Termination of the contract for default together with assessment of a penalty of 10% of the contract value.

Each action and/or remedy described above is at the sole discretion of the County, and is in addition to any damages which the County may be entitled to under the contract.

This short video can be used as guidance on submitting the Prime to Subcontractor Payment Reporting:

http://stage.prismcompliance.com/etc/movies/vendor_contractpayment_tutorial.htm

If after contract expiration, it has been determined the MBE/WBE firms named were not used or were under used, by the contractor and supporting documentation was not provided and approved by the County the contractor may be assessed a penalty of up to 10% of the contract value and/or suspended from participating in County contracts for 5 years.

Questions regarding this correspondence and/or the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call (410) 887-3407.

Cc: File

PERFORMANCE BOND

Bond No. _____

Principal

Business Address of Principal

Surety

Obligee: BALTIMORE COUNTY, MARYLAND
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

Penal Sum of Bond (express in words and figures) DOLLARS \$ _____

Contract Name _____ **Date of Contract** 20 _____

Contract Number _____ **Date Bond Executed** 20 _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: Individual Principal

Witness: _____ **as to:** _____ (SEAL)

Print Name: _____ **Print Name:** _____

Attest: Corporate Principal

(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ (SEAL)

Title: _____

Attest: Surety

(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-278
POWER PURCHASE AGREEMENT (PPA) FOR PROJECTS**

GENERAL CONDITIONS

1. BACKGROUND.

1.1 Project Overview

- 1.1.1 The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is issuing this Request For Proposal ("RFP") for electricity and renewable energy certificates ("RECs") to be generated by wind, solar, or other renewable energy plants. BRCPC intends for the acquired RECs to be applied to the group's Maryland Renewable Portfolio Standards electricity purchasing requirements, sold at market price, or be voluntarily retired in support of the sustainability goals at the option of BRCPC. The proposer must have sufficient capacity to supply 160,000 – 240,000 MWh (10% – 15%) of BRCPC's load with renewable energy and associated RECs annually.
- 1.1.2 BRCPC is requesting proposals for projects that will reduce energy costs or hedge future market risks associated with BRCPC's electricity procurement requirements. BRCPC would prefer a single project but will consider multiple projects in varying sizes or stages of development. The proposer presents a suitable plan for BRCPC to achieve the PPA goals. BRCPC will accept electric delivery as early as July 1, 2022.
- 1.1.3 This work is facilitated by the Coordinator of Cooperative Purchasing employed by the Baltimore Metropolitan Council.

1.2 BRCPC Energy Board Overview

- 1.2.1 The Baltimore Regional Cooperative Purchasing Committee (BRCPC) works with regional procurement officers from its eight-county/city membership to aggregate the purchasing volumes of like commodities and services to leverage the committee's buying power. Its purpose and mission are as follows: Identify cooperative procurement opportunities; Identify a lead buying entity to administer the cooperative procurement under their purchasing policy and procedures; Save participants money, time, and administrative burden through consolidation efforts; and share best practices and essential information.
- 1.2.2 One such cooperative purchasing subcommittee is the BRCPC Energy Board. This Board is comprised of 24 Central Maryland local government and non-profit participants. With more than 3,800 electric accounts, BRCPC purchases more than 1.62 million MWhs of electricity per year. The Board is the largest purchaser of electricity in the State of Maryland.
- 1.2.3 BRCPC is initiating efforts to expand its purchase of renewable energy. This initiative is driven by:
 - 1.2.3.1 Increasing concerns on the effects of climate change
 - 1.2.3.2 Increased interests of community stakeholders and interest groups
 - 1.2.3.3 Interest from member new administrations
 - 1.2.3.4 Increased renewable energy purchasing by regional peer groups (Philadelphia, Washington, D.C., etc.)

- 1.2.3.5 Availability of increasingly competitive prices for renewable energy
- 1.2.3.6 Opportunity to employ a long-term hedge against potentially volatile conventional energy prices for portions of BRCPC's total energy requirements. This may be accomplished by reducing overall costs and/or reducing risk escalation of electric costs to BRCPC
- 1.2.3.7 Recent passage by the Maryland General Assembly to increase the percentage of energy from renewable sources to 50% by 2030 (Maryland Renewable Portfolio Standard)
- 1.2.3.8 To source the renewable energy from a Plant within PJM or in a control area adjacent to the PJM service territory. Proximity to Maryland will also provide a more significant impact on actual emissions by influencing the carbon intensity of the State's EPA greenhouse gas emissions factor
- 1.2.3.9 Enhance the public awareness of BRCPC's efforts to pursue sustainable and progressive technologies

1.3 Energy Procurement by BRCPC

- 1.3.1 BRCPC Energy Board members currently purchase electricity through a dedicated PJM subaccount managed by a Licensed Service Provider or LSP. An LSP is a business entity licensed by the State of Maryland and authorized to operate in the BGE electricity service territory. BRCPC first used this approach in 2006. The process was recommended by BRCPC's Energy Board's procurement consultant, Enel X, as the most effective way to achieve low costs, budget stability, and reliability. The dedicated subaccount approach also provided maximum price transparency. The supply and transmission costs directly attributed to BRCPC's member accounts are applied to BRCPC's sub-account through this method, streamlining the billing process. Enel X currently serves as the Board's energy procurement consultant to help manage the PJM subaccount, recommending purchasing strategies and general energy supply contracting support.
- 1.3.2 BRCPC's Energy Board member entities currently contract with WGL Energy Services (WGLES) as their LSP for electricity. WGLES was selected through a competitive process. The contract resulted in a base term period of one (1) year beginning August 1, 2016, and included nine (9) renewal options in one-year increments.
- 1.3.3 The current purchasing strategy executed through the PJM subaccount mitigates and stabilizes electric supply costs. All BRCPC Energy Board member accounts are enrolled in the subaccount by the LSP, energy is competitively procured for all metered consumption plus utility reported street light usage, and reported in the subaccount based on a combination of fixed-rate wholesale block purchases and PJM hourly prices (at BGE zone) in effect during the reporting period. All other PJM charges (capacity, transmission, ancillary costs, etc.) associated with the accounts are passed thru the LSP to the subaccount at cost. The LSP bills the accounts based on pre-determined budgeted rates developed by the energy consultant and approved by BRCPC Energy Board. Billing rates are adjusted periodically to true up billed vs. actual costs of the supply portfolio.
- 1.3.4 During BRCPC's Energy Board members' annual fiscal year (July to June), the member entities consume approximately 1.6 million MWh. The members' portfolio holds all of the members' over 3,800 electrical accounts. Presently the Energy Board makes forward purchases of 5 – 50 MW blocks of energy (both as On-Peak Off-Peak and Around the Clock) over a rolling three-year time horizon. All remaining supply costs and other charges

associated with electricity, such as capacity, transmission, and ancillary charges, are fully passed through to the members' accounts.

1.3.5 The current strategy is for the Board to build price stability by avoiding a single point exposure, i.e., making a fixed price commitment for 100% of energy requirements at a single point in time. This is accomplished through a dollar-cost averaging mechanism where fixed rate blocks are purchased for portions of consumption over time such that by six (6) months prior to the beginning of a fiscal year, the targeted level of price stability has been established for that period. The fixed price commitments level will increase for each period as it draws closer to the full commitment date (six (6) months prior to the fiscal year). The Board retains the flexibility to accelerate fixed block purchases when market opportunities arise and defer block purchases when market prices are deemed unattractive or inflated. In general, this approach means that about 75 -80% of the Board members' electricity consumption is locked in via future fixed-rate block purchases ahead of any month.

1.4 Renewable Energy Obligations

1.4.1 BRCPC's Energy Board, through its subaccount, has obligations to purchase renewable energy for compliance with Maryland's Renewable Energy Portfolio Standards. These are presently purchased from Board member-related renewable projects, with the balance being purchased by WGLES through the PJM subaccount. **Attachment A** outlines BRCPC's Tier I, Tier II, and Solar REC requirements per Maryland's Renewable Energy Portfolio Standards (RPS).

1.4.2 In the event BRCPC changes electricity suppliers, the contract shall be assignable to BRCPC's new electricity supplier. The Contractor shall work with each agency's electricity supplier contracts.

1.5 Defined Terms

1.5.1 The following capitalized terms used in this RFP have the following meanings:

1.5.2 "BRCPC" means the Baltimore Regional Cooperative Purchasing Committee and the entity either collectively or individually. Any activities or responsibilities identified in this RFP may be acted upon by BRCPC.

1.5.3 "Participating Entities Contract Terms" means the **Attachment C** "Participating Entities Standard Contract Provisions."

1.5.4 "Contract" means the form of agreement between the successful Proposer and a designee of BRCPC

1.5.5 "Project Contact" means the person designated in Section 8.1, Questions and Inquiries; Addenda

1.5.6 "Evaluation Committee" means the committee established by BRCPC to evaluate the Proposals submitted in response to this RFP.

1.5.7 "MBE/WBE" means the Minority Business Enterprise And Women Business Enterprise Requirements.

1.5.8 PJM ISO

1.5.9 "Plant" means a renewable energy project installed by the successful Proposer.

- 1.5.10 "Proposal" means the documents submitted in a timely manner to this RFP.
- 1.5.11 "Proposer" means a party that submits a proposal in response to this Request for Proposals.
- 1.5.12 "RFP" or "Request for Proposals" means this Request for Proposals issued by BRCPC for this Project to the qualified Respondents, including any addenda.
- 1.5.13 "Team Member" means each firm included in the Proposal (including firms that are partners, members of the Proposer, or shareholders in the Proposer).

1.6 General Disclaimer

- 1.6.1 This RFP does not commit BRCPC to award a contract or create any obligation on the part of BRCPC to enter into any contract or undertake any financial responsibility referred to herein. BRCPC is not liable for any costs incurred by any Proposer prior to the execution of any contract (e.g., in the generation or submission of Proposals, presentations given to BRCPC personnel or its designees, the documentation provided to BRCPC personnel or its designees, production of marketing literature, or any other costs incurred while participating in this RFP process).

1.7 General Terms and Conditions

- 1.7.1 To the extent of any inconsistencies between the terms contained in these General Conditions and those in the attached General Instructions for Solicitations attached hereto at pages 4 – 9, these General Conditions shall apply.

2. SCOPE OF SERVICES.

2.1 Project Details

- 2.1.1 This Request for Proposals (RFP) seeks Proposers willing to supply BRCPC with renewable energy under a long-term power purchase agreement (PPA) from one or more facility(ies) located in the PJM ISO territory with a strong preference for a Plant(s) located as close to Baltimore Metropolitan Region as possible. Additionally, BRCPC intends to acquire the RECs from the output and either: apply the RECs to BRCPC's Maryland RPS requirements, sell at market price, or voluntarily retire in support of BRCPC's current and future sustainability goals at the option of BRCPC. BRCPC will consider Plants currently operating and are open to the submission of creative proposals that aggregate multiple projects to provide a more balanced and stable load curve.
- 2.1.2 BRCPC would prefer proposals for a Plant that will reduce energy costs and/or hedge the future market risk associated with electricity procurement requirements but would be open to any projects that have attained necessary permits and approvals of local authorities and are scheduled for construction. BRCPC will not own or manage the facility but will commit to a long-term power purchase agreement (PPA) for its output.
- 2.1.3 BRCPC prefers projects to be reasonably cost-effective but is potentially interested in a project that could add budget certainty to BRCPC's electricity costs and furthers BRCPC's broader sustainability goals. BRCPC is interested in contracting for up to 20 years. BRCPC is interested in purchasing 160,000-240,000 MWh (10% – 15% of BRCPC load) of renewable energy and associated RECs annually starting July 1, 2022, or soon thereafter. Information on how projects can maximize co-benefits, including reducing carbon pollution, creating local and clean energy jobs, and/or creating opportunities for minority and women-owned business enterprises, should be included with proposals. Entering into a long-term PPA with a Plant(s) in close proximity to the Baltimore-Washington DC region would provide

these co-benefits more directly to the Baltimore-Washington DC region would also mitigate risk related to electricity basis costs.

- 2.1.4 Several of BRCPC's entities have a history of supporting renewable energy through voluntary REC purchases and/or entity-owned onsite generation, and PPA's contracted through BGE's net-metered aggregation tariff. The PPA contemplated by this RFP is intended to add to the commitment to renewable energy. The renewable power generated in this contract will be allocated to each entity according to their respective share of BRCPC's total purchased energy load. BRCPC shall be allocated up to 100% of the Planned Nameplate Capacity.
- 2.1.5 Restrictions and limitations specific to local government organizations will be critical to structuring a contract. Per each entity listed in **Attachment C** and any entities participating by way of cooperative procurement, a contract must be entered between the successful Proposer and each entity for electricity offtake. Also, each BRCPC entity would amend their contract with their electric supplier to allow for the delivery and settlement of energy, RECs, and any other product purchased through the PPA into BRCPC's subaccount and supplier GATS account for the benefit of BRCPC. If the entity changes electricity suppliers, the contract would need to be assignable to the entity's new electricity supplier.

2.2 Schedule

- 2.2.1 A general outline of the procurement schedule has been provided below. BRCPC will make every effort to hold this schedule:

Activity	Responsibility	Estimated Date & Time
RFP Posted	BCG	March 4, 2021
Virtual Pre-proposal meeting	BCG	March 16, 2021, via Web-Ex
Deadline to submit questions	Offeror(s)	March 30, 2021
Release responses to questions to potential Offerors.	BCG	April 30, 2021
Proposals Due	Offeror(s)	May 6, 2021
Committee Evaluation	BCG and Evaluation Committee	July 2, 2021
Project approval and contract signing	BRCPC Members and Offeror(s)	August 26, 2021

Please note, dates mentioned above are subject to change.

3. PROPOSAL REQUIREMENTS

3.1 Substantive Content of Proposals

- 3.1.1 Proposers are encouraged to be concise and to respond as directly as possible to the requirements set forth in this RFP.

- 3.1.2 The requirements set forth in this Section represent the minimum content required and, unless expressly stated otherwise, are not intended to limit substantive content. The Proposer's responsibility is to include information in the Proposal that meets the minimum content requirements and any additional information that further demonstrates relevant experience and capabilities. The proposal should address each goal and describe how the project(s) will help BRCPC achieve the goals or provide a viable alternative.
- 3.1.3 Proposers must include:
- 3.1.3.1 Cover Letter
- 3.1.3.2 The cover letter shall be signed by an authorized representative of the company(s). The letter shall indicate that the Proposal shall be valid for at least 180 days. The letter shall also include a brief narrative description of the company and its service offerings. It shall also identify the contact person for contractual negotiations, administration, and for arranging any future communication.
- 3.1.4 Introduction and Executive Summary
- 3.1.4.1 Summarize the proposal's major factors or features, including any conclusions, assumptions, and generalized recommendations the Proposer desires to make. It should be designed specifically for use by individuals that may not have a technical background. It should provide an overview of the Plant, pricing proposal, the project timeline, include a summary of the firm's experience with similar projects, and have a maximum length of four (4) pages.
- 3.1.5 Technical Submittal
- 3.1.5.1 Provide a set of information in accordance with the bullet points below, and **Attachment A**, the Project Term Sheet.
- 3.1.6 Plant Description and Timeline Including:
- 3.1.6.1 Plant Description
- 3.1.6.2 Provide a high-level overview of the Plant
- 3.1.6.3 Plant (project) name
- 3.1.6.4 Nameplate capacity (in MW) of the entire Plant. If the Plant has phases, provide the capacity of the phase you propose for BRCPC
- 3.1.6.5 Brief description of the technology to be used (e.g., "2 MW wind turbines manufactured by XX" or "ground-mounted bifacial single-axis tracking PV manufactured by YY")
- 3.1.6.5.1 Please describe purchasing/financing plan for the acquisition and installation of generation equipment (e.g., solar panels, inverters, turbines). Also, provide manufacturer for the proposed equipment.
- 3.1.6.5.2 Provide and develop renewable projects, including preliminary design and site investigation, final design, project management, financing, construction, and commissioning of all facilities. This includes but is not limited to: all equipment and materials, site preparation, all Subcontractors, consultants, and permits.

3.1.7 Plant location

3.1.7.1 Provide the location of the Plant. The source must be (1) located in the PJM Region; or (2) outside the area described in item (1) but in a control area that is adjacent to the PJM service territory if the electricity is delivered into the PJM service territory. Solar resources must be connected to the distribution grid serving Maryland. Also, have a strong preference for a Plant located as close to Baltimore Metropolitan Region as possible. BRCPC intends for the acquired RECs to be applied to the group's MD Renewable Portfolio Standards electricity purchasing requirements. BRCPC will consider Plants that are currently operating. In addition, provide the following:

3.1.7.1.1 Longitude and latitude of the Plant site, and the name of the nearest city or town

3.1.7.1.2 Development status of the Plant

3.1.7.1.3 A narrative description of the status of the Plant's development, including an anticipated schedule of any major agreements, studies, or permits (including land use permits and interconnection) needed or already in place. Include a description of Proposer's control of the Plant's site (own vs. lease). If the site is leased, describe the remaining term of the lease(s) and any material conditions related to the lease(s). The Proposer should clarify their intent for ownership of the Plant and state any intentions to sell the Plant following construction or thereafter for the lifetime of the agreement. The Contractor, as part of the site assessment, shall also identify neighboring properties, especially residential/commercial that may be impacted by the installation and take those into their siting consideration for visual and other impacts.

3.1.8 Plant Schedule and Commercial Date

3.1.8.1 Provide a summary schedule for the Plant and contract signing. The Plant must provide a commercial operation date (or the start of electricity delivery if the project is already in operation) no sooner than July 2022. Provide an expected commercial operation date with an outline of potential delays and risks attributable to permitting, interconnection, inspections, equipment procurement, construction, community opposition, or other requirements. Proposers should provide plans for how Federal Investment Tax Credit deadlines impact COD, pricing, and project development.

3.1.9 Renewable attributes

3.1.9.1 Provide a summary of renewable energy attributes attributable to the Plant. BRCPC must obtain title to all RECs associated with BRCPC's purchase of renewable electricity from the Plant. Responsibility to register, track, input, and manage the creation of RECs to meet MD Renewable Portfolio Standards requirements shall be the responsibility of the Proposer prior to their transfer to BRCPC. Identify if Proposer can provide certification or additional attributes associated with the renewable energy attributes (Green-e®, etc.).

3.1.10 Expected output

3.1.10.1 Provide a summary electricity generation profile of the Plant in both data and graphs. The Plant must have sufficient capacity to supply BRCPC roughly 160,000 – 240,000 MWh of renewable energy annually. The Proposal must

specify the expected output. The Proposer may provide options for a Plant and contract with a guaranteed minimum output. In addition, provide the following:

3.1.10.1.1 Expected annual generation (in MWh) for the first full year of operation

3.1.10.1.2 Expected generation profile (P90 - 8760s preferred; 12 by 24 is acceptable provided P90 is provided when available) for the Plant as an Hourly Load Profile

3.2 Organization Chart and Project Team Members

3.2.1 Organization Chart

3.2.1.2 Submit an organizational chart that clearly identifies all key team members' roles and relationships and currently planned subcontractors. Demonstrate, with narrative and references, that team has satisfactorily completed similar Plants in the past. Explain claims of any kind which may be pending against such work.

3.2.2 Team Member Qualifications

3.2.2.1 Describe the relevant experience, qualifications, and educational background of up to ten (10) individual team members assigned to this project. Demonstrate, with narrative and references that team members and personnel have satisfactorily performed similar work in the past.

3.2.3 Project Work Plan and Milestones

3.2.3.1 Describe your proposed management plan for building the Plant (if necessary).

3.3 Safety Report

3.3.1 Submit a record of your firm's relevant experience related to safety during construction and operations.

3.4 Annual Report

3.4.1 Submit a copy of your firm's most recent annual report

3.5 Project History And Client References

3.5.1 Provide at least three (3) and no more than five (5) client references. Each client reference shall include the following information:

3.5.1.1 Plant Name and Location

3.5.1.2 Types of Plant

3.5.1.3 Plant Size

3.5.1.4 Output and Capacity Factor

3.5.1.5 Total Project Dollar Amount (installed project costs or PPA terms)

3.5.1.6 Construction Start and End Dates

3.5.1.7 Personnel associated with this project and their specific roles and responsibilities.
(limit to those proposed for this project)

3.5.1.8 Current name, title, telephone, and email addresses of a representative with whom your firm did business on the project. Also include the names with contact information of the PPA buyers of the projects.

3.6 Subcontractor Qualifications

3.6.1 Provide background information for each of the identified subcontractors who will be involved in this project during construction or operation. Information should include the following:

3.6.1.1 Firm's Name, Type, Location, Project Contact(s), Federal EIN, Year Firm was Established and Parent Company.

3.6.1.2 Firm History on similar projects, including contract values

3.6.1.3 Resumes of the principal individuals who will be directly involved in this project

3.6.1.4 Firm's previous history working with the Proposer (if applicable)

3.6.1.5 Information on whether the company is a M/W/DBE as registered with BRCPC or other organizations

3.7 Contract and Term Sheet

3.7.1 Transaction characteristics

3.7.1.1 BRCPC desires that its procurement of renewable energy and RECs have the characteristics outlined in **Attachment A**, The Project Term Sheet. The Proposal must explicitly state that Proposer understands and agree to the characteristics described in this section and provide additional Plant details where requested in the Term Sheet.

3.8 Financial and Business Experience Summary

3.8.1 Description of Proposer

3.8.1.1 Provide Proposer's corporate name and address as well as the name, title, email address, and phone number for the primary point of contact for the Proposal.

3.8.2 Description of Financial Terms

3.8.2.1 Fully functional financial model showing: year over year PPA price, expected annual production, and total cost. Make sure to show modeling with or without an escalator and for (20) year terms

3.8.2.2 For each pricing option, propose settlement location: settle at the hub, settle at the node, and settle at BRCPC load zone

3.8.2.3 Congestion study illustrating the potential for basis risk under various scenarios performed by a reputable consultant satisfactory to BRCPC

- 3.8.3 Please provide the following:
 - 3.8.3.1 Proposed Pricing (including an escalator, if any) and options, as well as any Early Termination Fee
 - 3.8.3.2 Proposed Settlement location
 - 3.8.3.3 Proposed Contract duration
 - 3.8.3.4 Fully functional financial model
- 3.8.4 Descriptions of Proposer's Financial Strength and Capabilities
 - 3.8.4.1 Provide a narrative description of the sources of financing for the development of the plant, and identification of the entity that will be the Plant's controlling owner.
- 3.8.5 Additionally, provide the following:
 - 3.8.5.1 The total number of renewable energy projects placed in service by Proposer, including the capacity, location, and type.
 - 3.8.5.2 Proposer's financial capacity to secure equity for the project and manage all elements of the project development (including construction).
 - 3.8.5.3 Provide credit rating of project financier.
 - 3.8.5.4 If applicable, provide necessary documents for BRCPC to perform all the diligence required to obtain comfort with the parent guaranty, ownership, and/or LLC structure provided by Proposer as well as sources for the termination payment owed by Proposer during an event of partial completion
- 3.9 Descriptions of Plant Development
 - 3.9.1 Risks As available, please provide the following:
 - 3.9.1.1 Independent engineer report performed by a reputable independent engineering firm satisfactory to BRCPC.
 - 3.9.2 Wind study performed by a reputable wind consultant satisfactory to BRCPC. (if necessary)
 - 3.9.3 Avian study performed by a reputable consultant satisfactory to BRCPC. (if necessary)
 - 3.9.4 Environmental study performed by a reputable firm satisfactory to BRCPC.
 - 3.9.5 Proof of insurance with adequate coverage for asset replacement value in the event of a material loss.
 - 3.9.6 Financing plan and LOIs with various lenders and tax equity investors. A narrative description of the plan for operating and maintaining the Plant.
- 3.10 Disclosure of Conflicts, Claims, or other Matters
 - 3.10.1 Disclose any work for another entity which may impair the ability to perform the scope and responsibilities under this RFP. Disclose any outstanding claims or other matters which may impair the ability to perform, whether financial or otherwise.

3.11 Form of Contract and Requested Exceptions to Contract Terms

3.11.1 Proposers must state clearly and conspicuously any modifications, waivers, objections or exceptions. For each Requested Exception, the Proposer must identify the pertinent contract Term by the caption and section number and state the reasons for the request. Requested Exceptions to BRCPC's contract Terms will be approved only when BRCPC determines in its sole discretion that a Requested Exception makes business sense, does not pose an unacceptable risk to BRCPC, and is in the best interest of BRCPC. By submitting its proposal, the Proposer agrees to accept all contract Terms to which it does not expressly seek a Requested Exception in its proposal. The offeror is responsible for considering all Local, State, and Federal tax and tax-related issues associated with projects they propose. Failure to do so, resulting in modifications to the initial offer subsequent to the award, could result in termination of negotiations at the Offeror's expense.

3.12 Monitoring

3.12.1 Once the project is installed, the selected Proposer will make available remote monitoring of the installation to BRCPC. The Monitoring is required to be self-sufficient and may not rely on BRCPC IT system. This monitoring will allow BRCPC members to view all systems, displaying in graphic or numerical displays the instantaneous MW, historical kWh (hourly, daily, monthly, yearly, etc.), Peaks (min and max), cumulative totals, and other data for each location.

3.13 Site Performance

3.13.1 Proposer should be able to provide visual access for BRCPC to see how the sites are performing. Proposer should allow BRCPC to view various aspects of the sites.

4. **BONDS.**

4.1 The Contractor shall be required to give a performance bond, in the amount of the contract, conditioned that it shall comply in all respects with the terms and conditions of the contract and the Contractor's obligations thereunder, including the specifications.

4.2 In the event your company is unable to qualify for bonding through a traditional commercial surety company, you may be eligible for the required bonds through the State of Maryland, Department of Commerce (DOC).

The **Maryland Small Business Development Financing Authority (MSBDFA, pronounced Mis-Bid-Fa)**, an agency of DOC, operates a Surety Bond Program designed to assist small businesses based in Maryland that are unable to obtain adequate bonding on reasonable terms in the commercial marketplace. MSBDFA provides bid, payment, and performance bonds for contracts funded by government agencies, regulated utilities, and private entities. The penal sums of the bonds are limited to the aggregate amount of \$2,500,000, and companies may pre-qualify for multiple bonds within pre-approved terms and conditions.

For more information on how to apply, you may contact: Meridian Management Group, Inc. (MMG), (the Program's Manager), 826 E. Baltimore Street, Baltimore, Maryland 21202, Telephone 410-333-2470. Or visit their website at www.mmgroup.com for information, applications, and a checklist of required documents and reports that must accompany the application.

5. **COMPENSATION.**

5.1 The Price Proposal shall explain in detail the amount of compensation the Contractor expects to receive and how payments are to be made. The pricing proposed must be \$ per kWh for each year (PPA Rate) for the life of the proposed agreement.

6. TERM OF AGREEMENT.

- 6.1 The PPA term shall be for twenty (20) year(s) commencing on the initial delivery date.
- 6.2 The Contractor must maintain the insurance coverages required by BRCPC while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to BRCPC when required.

7. PRE-PROPOSAL CONFERENCE.

- 7.1 A Virtual pre-proposal conference is scheduled for **Tuesday, March 16, 2021, at 10:00 AM**, via **Web-Ex**. Please contact Gabby Johnson at gjohnson@baltimorecountymd.gov for Web-Ex information.

8. QUESTIONS AND INQUIRIES; ADDENDA.

- 8.1 The only person(s) who may be contacted regarding this RFP or other aspects of this procurement process ("Project Contact") is:

Rosetta Butler, Chief Of Purchasing (Primary), rbutler@baltimorecountymd.gov

Gabrielle Johnson, Staff Buyer (Secondary), gjohnson@baltimorecountymd.gov
- 8.2 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the website at www.baltimorecountymd.gov.
- 8.3 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Division. Offerors are cautioned that BRCPC assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 8.4 **The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.**

9. EVALUATION OF OFFERS. Award could be made to one or more responsible offerors whose proposal best meets the needs of BRCPC as set forth herein.

- 9.1 Proposals will be evaluated based on the following criteria, listed in order of importance.
 - 9.1.1 Organization, skills, and proficiency in providing the required services outlined in this RFP.
 - 9.1.2 Demonstrated experience and technical qualifications
 - 9.1.3 Fiscal and administrative structure, length of time providing these services, as well as demonstration of an ability to provide all of the appropriate services along with resources
 - 9.1.4 References
 - 9.1.5 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal
 - 9.1.6 Cost
- 9.2 After consideration of the factors set forth in this RFP, the committee may recommend an award to one or more offerors whose proposal is most advantageous to BRCPC.

- 9.3 This RFP will result in the submission of “proposals” (not “bids”), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, BRCPC may enter into negotiations with Offerors and invite “best and final offers” as deemed to be in the best interest of BRCPC. Negotiations may be in the form of face-to-face, telephone, facsimile, or written communications, or any combination thereof, at BRCPC’s sole discretion.
- 9.4 Offerors are strongly advised not to prepare their proposal submissions based on an assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
- 9.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous or that all were rejected.

10. **ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

11. **OFFEROR QUALIFICATIONS.**

- 11.1 At the option of BRCPC, Offerors may be required to furnish evidence of sufficient financial responsibility to fulfill the contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of the contract.
- 11.2 Offerors must provide at least three (3) references (names of contact persons and phone numbers) of similar-sized contracts serviced during the past eighteen (18) months.
- 11.3 Prior to awarding this contract, BRCPC reserves the right to inspect any responsive Offeror facilities. Offerors' reputation regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

12. **FUNDING OUT.**

- 12.1 If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, BRCPC shall have the right to terminate the contract without any obligation or penalty.

13. **INSURANCE.**

- 13.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 13.2 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 13.3 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

14. **COUNTY HOLIDAYS.**

- | | |
|-------------------|---------------------------------------|
| New Year's Day | Columbus Day |
| MLK, Jr. Birthday | General Election Day (each even year) |
| Presidents' Day | Veterans' Day |

Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Christmas Day

15. MULTI-AGENCY PROCUREMENT.

15.1 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A delivery order will be issued against the original master agreement, confirming the contracted pricing and giving quantity and delivery requirements.

16. COOPERATIVE PURCHASE.

- 16.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 16.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

17. COMPLIANCE WITH FEDERAL AND STATE CONFIDENTIALITY LAW.

- 17.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all laws and regulations including, but not limited to, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (February 17, 2009), as amended. This obligation includes but is not limited to:
- 17.1.1 As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA, HITECH, and State MCMRA and making the transmission of all electronic information compatible with the federal requirements; and
- 17.1.2 Providing good management practices regarding all health information and medical records.
- 17.2 The Contractor must execute a business associate agreement, when and if required by federal or state laws and/or regulations, as the same may be amended from time to time.
- 17.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as the same may be amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or

future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

18. “SAMPLE” FORM CONTRACT.

- 18.1 A sample of the County’s form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.
- 18.2 The Offerors’ acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.
- 18.3 If the Offeror submits an exception, which alters BRCPC’s risk, liability, exposure in, or the intent of this procurement, BRCPC reserves the right in its’ sole and absolute discretion to deem the Offeror non-responsive.
- 18.4 BRCPC will accept no exceptions to the form contract at any time after submission of the proposal.

19. UTILIZATION OF BALTIMORE COUNTY’S DEPARTMENT OF ECONOMIC AND WORKFORCE DEVELOPMENT.

- 19.1 Baltimore County’s First Source Hiring Agreement requires that developers, contractors, and employers utilize good faith efforts toward employing economically disadvantaged Baltimore County residents in newly created positions on applicable projects. These efforts are supported by Baltimore County’s workforce development system, a partnered network of business and economic development professionals, education and training providers, and human service agencies working together systematically to provide a ready supply of qualified workers to employers with hiring needs.

The Contractor may use Baltimore County’s Department of Economic and Workforce Development as a “First Source” for training and recruitment of employees. To utilize “First Source” the Contractor/vendor may notify the Department of Economic and Workforce Development of employment opportunities to present qualified candidates to the Contractor/vendor for consideration. The Contractor/vendor may use reasonable efforts to consider qualified Baltimore County residents who are either unemployed or under-employed for all available positions. For additional information call 410-887-8000 or visit: <http://www.baltimorecountymd.gov/Agencies/economicdev/business/workforce/recruiting-retention.html>

20. MWB/WBE and/or ECONOMIC BENEFIT FACTOR.

- 20.1 The Economic Benefit Factor is included to determine if there are any new jobs being created or provides social responsibility to Baltimore County (as first preference) and/or Maryland its constituents. Examples of economic benefits to be derived from a contract shall include any of, but not limited to, the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

20.1.1 The number and types of jobs for Baltimore County and/or Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

- Placement or employment in High Growth Areas of Employment
- Retention and Average Earnings – Fiscal Performance

- Serving Veterans
- Strengthen Local Workforce Economy

20.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses,

20.1.3 Other benefits to the Baltimore County and/or Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Baltimore County and/or Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus, and

20.1.4 Provide your firm's policies with regards to the commitment to social responsibility. Submit examples. Include any examples in the Baltimore County vicinity.

21. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS (MBE/WBE)**. The resulting minority and women business participation requirement for this contract is **20%**.

21.1 Each Contractor must comply with all Minority Business Enterprise and Women Business Enterprises (MBE/WBE) participation requirements. Included with this solicitation package are copies of the County's MBE/WBE policy and provisions and M/WBE participation schedule forms. All MBE/WBE participation forms must be completed, executed, and **returned with the bid, proposal or qualifications** if a goal has been assigned. MBE/WBE participation forms are available online at www.baltimorecountymd.gov/go/mwbe or you may contact the buyer on the solicitation.

21.2 It is the intention of the contract that the Contractor complies with the required participation levels on a cumulative basis for the full term of this agreement. The successful Contractor shall estimate the participation level (for the full term of the contract) for each subcontractor and/or suppliers listed on the participation schedule.

21.3 The Prime shall make a genuine good faith effort to comply with the Baltimore County MBE/WBE minimum participation goal even if the Prime Contractor has the capability to complete the work with its own workforce. However, the percentage requirement may vary. The Prime shall make a good faith effort to obtain MBE/WBE subcontractor participation. The selected MBE/WBE subcontractor(s) must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Certified Minority-owned or Certified Women-owned Prime may count their participation for up to 50% of the solicitation goal. Certified firms must make a good faith effort to obtain MBE/WBE subcontractor participation of the remaining portion of the goal. Example: 20% MBE/WBE participation goal. Certified Minority-owned or Certified Women-owned firm bidding as the prime may count for 10% of the goal provided they are self-performing the work. The remaining 10% must be subcontracted to a MDOT and/or City of Baltimore certified firm.

21.4 All primes and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe. The prime must provide a contact person and contact information for the MBE/WBE compliance reporting. If the prime cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE Office at mwbe@baltimorecountymd.gov or call 410-887-3407.

22. ELECTRONIC SUBMITTAL PROCESS.

- 22.1 The cost of preparing Bids is the responsibility of Bidders.
- 22.2 **To be considered, Bids shall be received by the bid closing date and time to the following e-mail address: bid@baltimorecountymd.gov. The Bid Number should be referenced in the Subject Line of the e-mail. Bids may not be submitted by any other means. Bids that are mailed or otherwise delivered to the Purchasing Division (including emails which indicate links to locations where the bid may be downloaded) and/or emails sent to any other Baltimore County email address will not be accepted.**
- 22.2.1 **DO NOT CARBON COPY** (cc) the buyer on the bid submission.
- 22.3 Late Bids will not be considered. Bidders are strongly encouraged not to wait until the last minute to submit bids. The time stated on the auto-receipt (described below) will be definitive of the time of receipt. Bids received after the deadline will not be accepted. Bidders are advised that the County cannot receive email attachments greater in size than twenty-five (25) megabytes and this size limitation may be further reduced by requirements of the Bidder's email provider which are beyond the control of the County. Bidder should consider separating any large bid attachment into multiple parts and emailing each part separately. In such case, Bidder will note that each email is *1 of 2, 2 of 2, etc.* Multiple part bids will not be considered unless all parts are received by the bid closing date and time.
- 22.4 After submitting a Bid to bid@baltimorecountymd.gov, and upon successful receipt by the County thereof, Bidder will receive an auto-receipt email. This receipt is proof that the bid has been received by the Purchasing Division and should be retained for Bidder's records. In the case of a bid submitted in multiple parts as described in 22.3, an auto-receipt email will be generated for each part. The County has no obligation to consider any Bid for which an auto-receipt was not generated.
- 22.5 As with any system, power outages or technology problems may arise that are outside of the County's control and could affect your submission. The County will not be held accountable for such issues that may delay the transmission of any Bid.
- 22.6 The County reserves the right to waive minor irregularities in conjunction with Bids.

23. BACKGROUND CHECKS.

- 23.1 Criminal background checks must be procured and provided to each entity, at no cost to each entity or BRCPC, for any and all contractor or subcontractor personnel that have the ability to view or access any entities data or facilities. The Contractor must provide copies of such background checks to each entity before any such personnel will be permitted to access each entities data or facilities. The background checks should be sent to each entity. If such background check is not provided to each entity or is determined to be unacceptable, each entity reserves the right to require the Contractor or subcontractor to provide alternate personnel. In addition, failure to provide such background checks may be deemed to be a default under the contract.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-278
POWER PURCHASE AGREEMENT (PPA) FOR PROJECTS
Due Date: 05/06/21, Time: 2:30 P.M.**

PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

_____ (City) _____ (State) _____ (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Is your company a certified Minority Business Enterprise? *Bidders must complete the applicable Minority Participation Affidavit attached.*

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package. _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens? If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within _____ calendar days after receipt of order.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

PROPOSER INDICATIVE PRICING SHEET

Instructions: Proposer to complete all yellow highlighted areas. May include a separate sheet for individual projects or combine here.

Renewable Energy Source	Solar	Wind	Other
Commodity Codes	290-82	290-95	290-17
Term	20 Years	20 Years	20 Years

I. Physical Energy and Project RECs (1)						
		Fixed Energy Price (\$MWh) delivered at:			Annual Escalator %	\$/REC Generated from Project
		BGE Zone	PJM West hub	Project Node (Specify)		
Price	1. a				0%	
	1. b					
	1. c					

Other Alternatives: Proposer may offer other pricing alternatives (provide on separate attachment) for BRCP consideration but does not obligate BRCP to consider pricing alternatives.

II. Capacity (2)					
		\$/MWh for Capacity Rights	% Capacity Rights to Buyer	Party Responsible for bidding project Capacity	
Price	2. a		100%		
	2. b				

(1) Pricing is unit contingent, based on the output of the project

(2) Proposer may offer buyer capacity rights to the project. Price based on \$/MWh on total project MWhs generated. Proposer to specify party responsible for bidding project capacity into the annual PJM capacity auction (proposer and/or their designee or the buyer). BRCP may or may not consider capacity pricing offers in their proposal(s) selection.

Proposer Name: _____

Proposer Pricing Date: _____

ATTACHMENT A

PROJECT TERM SHEET

REPRESENTATIVE TERMS AND CONDITIONS

POWER PURCHASE AGREEMENT

FOR

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)

Agreement	This Term Sheet is intended to identify certain, but not all, of the principal terms and conditions to be reflected in a Power Purchase Agreement (the "Agreement"), which will set forth the commitments, conditions, and obligations of the respective parties relating to a transaction involving the purchase of electricity and associated environmental attributes as described. Capitalized terms not otherwise defined herein shall have the meaning given in the RFP.
Proposer	"Proposer" is an (Organization Country, State – Organization Type) having its principal offices at (Street Address, Country, State, Zip Code). Seller is a wholly-owned indirect subsidiary of its parent (Proposer Parent Organization Name) ("Proposer (Parent)").
Projects(s)	Project(s) Name with proposed or existing governance structure (LLC, Inc., etc.) and state of incorporation (TO BE DETERMINED)
Planned Nameplate Capacity	Nameplate capacity rating (AC) of facility
BRCPC Share	BRCPC shall be allocated up to 100% of the Planned Nameplate Capacity.
Buyer	"Buyer" and list all BRCPC legal entities and other participating legal entities. If ESMEC-ET (Eastern Shore of Maryland Educational Consortium – Energy Trust) is participating, ESMEC-ET is a separate legal entity. If FACT participating need to list each entity. If MCPS (Montgomery County Public Schools), is participating, MCPS is one entity. Can refer to the collective buyers as "BRCPC group"
Term	Maximum of 20 years as specified by the Proposer.
Product	Bundled delivered energy and associated environmental attributes and ancillary services (if applicable) associated with and generated by the Project deliverable to BRCPC's PJM subaccount held by BRCPC's current Licensed Service Provider. BRCPC's allocable share of Renewable Energy Credits generated from the project delivered to BRCPC's LSP on BRCPC's behalf. Eligible renewable energy sources are defined by Maryland Renewable Energy Portfolio Standard Tier 1 sources, which include Solar, Wind, Qualifying Biomass, Methane from a landfill or wastewater treatment plant, Geothermal, Ocean,

	<p>Fuel Cell that produces electricity from a Tier 1 source, Hydroelectric power plants of less than 30 MW capacity, Poultry litter-to-energy, Waste-to-energy, and Refuse-derived fuel.</p> <p>The transaction will be provided under typical PJM settlement guidelines for such physical transactions.</p>
Project	<p>The "Project" is the Renewable Technology Type electric generating facility to be commonly known as Renewable Facility Name to be located in (Country, State, County, City) that has an expected nameplate capacity of Renewable Facility Capacity MW (ac/dc). The anticipated inverter load ratio (DC/AC) is the Inverter Ratio. The "Project Site" is the real property in (Country, State, County, City), on which the Project is located. The "RTO" is RTO Name. The "Transmission Owner" is the Transmission Owner Name.</p>
Delivery Point	<p>Seller will deliver to Buyer delivered energy at the Delivery Point in each Settlement Interval through an Internal Bilateral Transaction (as defined in the Tariff) in accordance with the Transmission Provider's Requirements and the Operating Procedures developed by the Parties to be set forth in more detail in the Definitive Agreement</p>
Fixed Price	<p>Provide one fixed price for energy delivered to BGE Zone, one fixed price for MD RPS Tier 1 qualifying RECS and one fixed price for capacity-BGE zone</p>
Annual Escalator	<p>Provide fixed escalator consistent with Exhibit 1 (if any).</p>
Financial Settlement Point	<p>BRPC requires settlement in the BGE Zone to reduce basis and congestion risk exposure.</p>
Generated Quantity	<p>The product of BRPC's Share multiplied by the actual production from the Project for each hour of the contract month. Proposer must provide third-party verified expected hourly, monthly and annual production projections on a P10, P50, and P90 basis to aid in the financial evaluation of the Proposal.</p>
Invoicing and Payment Terms	<p>Proposer shall invoice and receive payment from BRPC's LSP through monthly settlement and billing based on agreed upon and invoiced price indicated below.</p> <p>Invoicing and payment will be subject to reconciliation due to PJM restatement if any.</p>
Non-Economic Curtailment	<p>No settlement shall occur with respect to periods during which the Project is removed from service for emergency reasons, outages or curtailment directed by the transmission owner, and events of force majeure.</p>
Buyer-Initiated Curtailment	<p>Buyer may require Proposer to curtail energy that would have been generated by the Project in any amount and at any time at Buyer's sole discretion, provided that Buyer will pay Seller the contract price for each MWh of any such curtailed energy. Such payments will be Buyer's sole obligation to Seller for curtailments of energy that would have</p>

	been generated by the Project. No such payment will be required in connection with Buyer's election not to purchase Excess Project Output in connect with the "Delivery Point" section above.
Scheduling and Third Party Charges	Proposer will act as market participant and will be responsible for all costs for maintaining its account with the ISO/RTO.
Target Commercial Operation Date	December 31, 2022. Proposer shall pay BRCPC Delay Damages as provided below if Proposer fails to reach COD by the Target COD.
No Earlier Than Date	July 1, 2022, BRCPC shall have no obligation to accept delivery of electricity and project attributes if project actual COD is more than five months ahead of Target COD.
Outside Commercial Operation Date (OCOD)	Target COD plus nine (9) months. BRCPC shall have the right to terminate the agreement, with damages being limited to any remaining portions of a Proposer Development Security, if Proposer fails to reach COD by the OCOD, provided that BRCPC must waive or exercise such termination right within three (3) months following the OCOD
Delay Damages	If COD is not achieved on or before the Target COD, for each day after the Target COD until the COD, Proposer will pay to BRCPC daily liquidated damages equal to BRCPC's Share of Output in MWs times (\$50). Day-for-day extension of Targeted Commercial Operation Date and/or Guaranteed Commercial Operation Date and excuse from Delay Damages for Force Majeure events.
Commercial Operation	Proposer may declare the Commercial Operation Date (COD) when the Project has reached (90)% of the Planned Nameplate Capacity. Proposer may for nine (9) months after COD continue working to attain the full Planned Nameplate Capacity. The Project's nameplate capacity as of nine (9) months after COD shall be the Final Nameplate Capacity. At such nine (9) month date, Proposer shall pay BRCPC liquidated damages equal to BRCPC's Share times (\$50) per MW times each MW by which the Final Nameplate Capacity is below the Planned Nameplate Capacity. If Project Final Nameplate Capacity is less than anticipated by this Term Sheet, Proposer and BRCPC may agree to adjust BRCPC's Share of the Project such that the capacity of the project allocated to BRCPC is the same as it would have been.
Guaranteed Availability	Proposer guarantees that the Project will have a mechanical availability of not less than (choose one of the following): (70%) in the first twelve months following COD and (85%) in each subsequent contract year. (85%) during any two consecutive contract years.
Mechanical Availability	For each contract Year, (i) the sum of all hours the Project is available to produce energy, plus customary "deemed available" hours based on

	Non-Economic Curtailment and limited amounts of planned maintenance, divided by (ii) the total number of hours in such year.
Availability Shortfall Damages	In the event the Mechanical Availability in any contract Year is less than the Guaranteed Availability, Proposer shall pay BRPC liquidated damages equal to the sum of the Average Energy Value and the Average REC Value for such year, times BRPC's Share of output for such year, times a percentage equal to the Guaranteed Availability minus the Mechanical Availability.
Excused Performance Event	Excused Performance Event, for the purposes of this contract, means: 1. Force Majeure Event; 2. Impingements on solar access by structures or activities on neighboring sites or by facilities that are beyond the control of either Party; 3. Externally caused outages, including: Warranty Exclusions: hours during any period when the System or any portion thereof is off-line due to an event that would constitute an exclusion under any applicable manufacturer's system, workmanship, or other applicable warranty. Network Disturbance Hours: hours during any period when a fluctuation in the utility network parameters (e.g., a frequency or voltage variation) result in the disconnection of the inverters or the System from the utility network and prevented energy from being evacuated from the System. Network Outage Hours: hours during any period when a failure in the distribution network or in the connection infrastructure prevented energy from being evacuated from the System. Supply Chain Exclusions: hours during any period when the System or any portion thereof is off-line while Proposer/Seller diligently proceeds to procure parts required to place the System back on-line.
Environmental Attributes	On a monthly basis, Proposer shall transfer to BRPC's LSP on behalf of BRPC the Maryland RECs and all other Environmental Attributes associated with BRPC's Share of the Project Output.
	From time to time and at any time requested by BRPC, Proposer will furnish to BRPC, or other Persons designated by any BRPC, all certificates and other documentation reasonably requested by BRPC to demonstrate that the Environmental Attributes qualify under applicable programs and protocols used to measure and verify the renewable energy and carbon reduction nature of the Project's output. BRPC shall have the discretion to sell, hold, or retire, the Environmental Attributes and bears the risk and benefit of future changes in price and law. BRPC has a requirement for Environmental Attributes that can be used to meet Maryland's Renewable Portfolio Standard requirements.

Capacity, Non- Energy Attributes, Incentives, and Local Offsets	Proposer shall retain title to, and receive the value of, (i) any capacity and ancillary service products associated with the Project during the Term; and (ii) production or investment tax credits associated with the construction or operation of the Project or other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal tax obligation. Proposer may offer a price \$[] per MW for the capacity value to BRCPC under terms and conditions agreed upon by the parties. Proposers must convey all RECs, ancillaries, energy, and capacity within their offer rates.
Taxation	Proposer shall be responsible for any and all taxes assessed on the generation, sale, delivery, or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including real and personal property taxes on the System and taxes on the leasehold interest under the Lease Agreement.
Proposer Credit Support	Proposer shall provide the following performance assurances: A letter of credit ("LOC"), corporate or bank guarantee, performance bond, or cash, shall be provided within thirty (30) days of the execution of the power purchase agreement in an amount of \$75,000 per MWac prior to COD, and \$100,000 per MWac following COD. Credit shall be supplied from entities rated A-/A3 or better by S&P, Moody's, or AM Best, as applicable.
BRCPC Credit Information	BRCPC's credit information is available at:
Assignment	Proposer shall not assign its interest in the Agreement without the consent of BRCPC. A change in control shall be deemed an assignment. The Agreement shall contain appropriate step-in rights for project financier in the event of a project default and provide for project financier's right to assign the Agreement after such step-in. A tax equity partner's investment in the Project shall not be deemed an assignment, nor shall any tax equity partner's sale of its position to one or more other tax equity investors.
Assignability of Contract	In the event BRCPC changes its LSP, the developer agrees to redirect future energy and RECs to the new LSP on BRCPC's behalf.
Change in Law	The Parties agree that neither the Fixed Price nor the calculation of the Settlement Amount will be affected by any Change in Law that alters either BRCPC's or Proposer's costs in connection with the Agreement, operation of the Facility or value of the Energy, or Environmental Attributes delivered or transferred under this Agreement, or affects in any other material way the purpose or economics of this Agreement. ITC/PTC legislation introduced post-execution will not be allowed to impact the finalized and agreed-upon PPA rate.
Events of Default	Usual and customary BRCPC and Proposer events of default. Events of default will include, in the case of Proposer, the Mechanical Availability is less than 85% in any two consecutive years.

Reporting	Any reporting necessary under Dodd-Frank will be the responsibility of Proposer and Proposer's cost.
Confidentiality	The contents of this Term Sheet may not be shared beyond BRCPC, the Proposer, and their advisors except as required by law.
Publicity	BRCPC's name or its individual member names and contract relationship shall not be publicized other than by or with the consent of BRCPC. No financing party's name and contract relationship shall be publicized other than by or with the consent of such party.
Governing Law	State of Maryland
Authorizations	Each party shall furnish, at or immediately prior to execution of the Agreement, or at such other date as may be applicable under the circumstances, reasonably satisfactory evidence of all required authorizations and approvals.
Exclusivity	For 180-days from the date of this Term Sheet, neither BRCPC nor Proposer will, nor will they permit their affiliates to entertain or enter into discussions or negotiations with respect to any transaction that would be inconsistent with the consummation of the transaction contemplated by this Term Sheet.

SCHEDULE 1

Fixed Settlement Price and Estimated Quantity for Each Contract Year

CONTRACT YEAR	FIXED SETTLEMENT PRICE (\$/MWH)	RENEWABLE ENERGY CREDITS (\$/MWH)	ANNUAL QUANTITY (MWh)
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Year 11			
Year 12			
Year 13			
Year 14			
Year 15			
Year 16			
Year 17			
Year 18			
Year 19			
Year 20			

ATTACHMENT B

ENERGY USE DATE AND LOAD PROFILE FOR BRCPC

Below is BRCPC on and off-kWh monthly profile (FY2022 projection). The volumes are based on actual June 2019 – May 2020 usage adjusted for on and off-peak hour differences between years. April & May were modified to eliminate the COVID-19 impact.

RLR Volumes Jun 19 - May 20 Adjusted for COVID*

	<u>On</u>	<u>Off</u>	<u>Total On & Off</u>
Jul-21	72,198,837	71,954,936	144,153,773
Aug-21	75,957,718	67,583,091	143,540,809
Sep-21	76,495,122	65,291,044	141,786,166
Oct-21	66,248,383	63,335,551	129,583,934
Nov-21	64,025,881	61,616,370	125,642,251
Dec-21	66,872,619	65,024,425	131,897,044
Jan-22	62,860,312	70,685,119	133,545,431
Feb-22	61,098,539	58,076,967	119,175,505
Mar-22	71,622,401	62,245,209	133,867,610
Apr-22	60,819,844	57,780,775	118,600,619
May-22	70,226,945	64,477,794	134,704,739
Jun-22	68,491,792	65,351,920	133,843,712
	816,918,393	773,423,202	1,590,341,594

ATTACHMENT C

BCRPC PARTICIPATING ENTITIES

(Note: At time of solicitation)

Name	Address
Anne Arundel County Community College	101 College Parkway Arnold, MD 21012
Anne Arundel County Government	2660 Riva Road, 3 rd Floor Annapolis, MD 21401
Anne Arundel County Public Schools	2644 Riva Road Annapolis, MD 21401
Baltimore City Government	7 East Redwood Street 10 th Floor Baltimore, MD 21202
Baltimore City Housing Authority	417 E. Fayette Street Room 401 Baltimore, Maryland 21202
Baltimore City Public Schools	200 East North Avenue Baltimore, MD 21202
Baltimore County Government	400 Washington Avenue, Room 148 Towson, MD 21204
Baltimore County Libraries	320 York Road Towson, MD 21204
Baltimore County Public Schools	9610 Pulaski Park Drive, Suite 204 Baltimore, MD 21220
Baltimore County Rev Authority	115 Towsontown Boulevard Towson, MD 21286
Baltimore Museum of Art	10 Art Museum Drive Baltimore, MD 21226
Carroll County Government	225 North Center Street Westminster, MD 21157
City of Aberdeen	60 North Parke Street Aberdeen, MD 21001
City of Annapolis	161 Duke of Gloucester Street, 1 st Floor Annapolis, MD 21401
City of Bowie	15901 Excalibur Road Bowie, MD 20716
City of Westminster	56 West Main Street Westminster, MD 21157
Community College of Baltimore County	7200 Sollers Road Baltimore, MD 21222
Harford Community College	401 Thomas Run Road Hickory Center Bel Air, MD 21015
Harford County Government	220 South Main Street Bel Air, MD 21014
Harford County Public Schools	102 South Hickory Avenue Bel Air, MD 21014
Howard Community College	10901 Little Patuxent Parkway

	Columbia, Maryland 21044
Howard County Government	6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046
Howard County Public Schools	10910 Clarksville Pike Ellicott City, MD 21042
Walters Art Museum	600 North Charles Street Baltimore, MD 21201

NON - BCRPC Participating Entities

(Note: At time of solicitation)

Name	Address
Montgomery County Public Schools	850 Hungerford Drive Rockville, MD 20850
ESMEC-ET (Eastern Shore of Maryland Educational Consortium – Energy Trust)	2424 Northgate Drive, Building, 3 Salisbury, MD 21801
Frederick County Government / Frederick Area Cooperative Team (FACT)	12 East Church Street Frederick, MD 21701

Note: Other entities may participate after contract award through cooperative procurement.