

CITY OF SALISBURY
PURCHASING DEPARTMENT
SALISBURY, MARYLAND

BID DOCUMENTS
FOR
CONTRACT NO. 104-09 ELECTRICITY SUPPLY SERVICES

THIS SPACE FOR PURCHASING DEPARTMENT
Date of Award:
Awarded To:
Chargeable to Account(s)
Bid Date: Tuesday, April 21, 2009
Bid Time: 4:00 P.M., Local Time
Pre Bid Meeting Scheduled: N/A
Ad Run:

ADVERTISEMENT

CITY OF SALISBURY CONTRACT NO. 104-09 ELECTRICITY SUPPLY SERVICES

In accordance with the laws passed by the Maryland and Delaware State Legislatures and the regulations issued by the Maryland Public Service Commissions permitting "Customer Choice" for Electricity supply services to DELMARVA Power Corporation customers, the City of Salisbury desires to purchase Electricity from a "Licensed Electricity Supplier" for delivery to the "Electricity Distribution Company", DELMARVA Power Corporation, serving the City of Salisbury Electricity accounts. The Electricity shall be delivered continuously to the City of Salisbury's Electricity accounts.

Interested bidders may obtain complete documents at the Office of the Assistant Director of Internal Services-Procurement Division, Room 104, Government Office Building, 125 N. Division Street, Salisbury, MD 21801, or by calling 410-548-3190, during normal business hours, or via our web site www.ci.salisbury.md.us / Bids and RFP's.

Questions are due no later than Tuesday, April 14, 2009 at 12:00 P.M. No further questions will be accepted after this date. All questions shall be written and can be faxed, mailed, hand delivered or emailed to Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, 125 N. Division Street, Room 104, Salisbury, MD 21801, by fax at 410-548-3192, or via email at kreddersen@ci.salisbury.md.us.

Step One Qualifications Bids will be received by the City of Salisbury in Room 104, at the above address, until 4:00 P.M., local time, on Tuesday, April 21, 2009. Bids received on time will be opened publicly and only the names read aloud. **NO LATE BIDS WILL BE ACCEPTED**, but will be returned unopened.

All qualified Maryland licensed electricity suppliers are encouraged to respond.

Karen D. Reddersen
Assistant Director of Internal Services-
Procurement Division

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INTRODUCTION

1.1 PURPOSE

- A. The purpose of this Invitation to Bid (ITB) is to select a Licensed Electricity Supplier (herein also referred to as “Bidder” and “Vendor”) from whom the City of Salisbury (herein also referred to as “City”) will purchase electricity supply services. The Electricity will be delivered continuously to the “Electric Distribution Company” DELMARVA POWER of Maryland (herein also referred to as “DELMARVA POWER” or “DELMARVA”) serving the designated City Electricity Accounts. The electricity shall be delivered continuously to the Electricity Accounts per Attachment A.
- B. The goal of this ITB is to secure an Agreement for pricing on Electricity Supply services (also referred to as “Bid”) which provides the City with long-term rates that result in assuring budget stability. The City views the current DELMARVA POWER Service Rates as a variable price that can be adjusted based on market conditions. Prudent budget management dictates the need to secure pricing that is stable for a set contract period.

1.2 QUESTIONS AND INQUIRIES

Questions regarding the bid documents or procedures should be referred to Ms. Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, 410-548-3190, during normal business hours, via fax at 410-548-3192, or via email to, kreddersen@ci.salisbury.md.us.

1.3 **FILLING OUT BID FORMS**

- A. Use only the forms supplied by the City.
- B. Make an original and one copy for submission of the Step One and Step Two Proposal outlined in this ITB.
- C. All blanks on the bid form must be filled in by typewriter or manually in ink.
- D. Where so indicated by the make up of a bid form, sums shall be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words shall govern. In event there is a discrepancy between the unit price and the extended totals, the unit prices shall govern.
- E. All interlineations, alterations, or erasures MUST be initialed by the signer of the Bid.
- F. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the bidder to a contract, using the legal name of the signer. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Bidder.
- G. Bidder shall supply all information and submittals required by the bid documents to constitute a proper and responsible bid.
- H. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the City of Salisbury.

1.4 **SUBMISSION OF BIDS**

- A. All copies of the Proposals/Bids, and any other documents required to be submitted in response to this ITB with the Bid, shall be enclosed in an envelope which shall be addressed to the Assistant Director of Internal Services-Procurement Division and shall be identified with the project name, STEP ONE BID RESPONSE ITB NUMBER 115-09 with the bidders name and address. Proposals/Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension made by Addendum. Proposals/Bids received after the time and date for receipt of bids, are returned unopened.
- B. Bidder shall assume full responsibility for taking whatever measures necessary to ensure that the bid reaches the Office of the Assistant Director of Internal Services-Procurement Division prior to the local time and date specified for receipt of bid. The City shall NOT BE RESPONSIBLE for any bid delayed in the postal or other delivery service nor any late bid, amendment, or request for withdrawal of bid, received after the bid date.
- C. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk.
- D. A fully executed Affidavit of Qualification to Bid should be attached to each bid.
- E. All qualified Maryland licensed Electricity Suppliers are encouraged to bid.
- F. All concerns with the bid document and the Electric Purchase Agreement should be resolved during the Step One process.
- G. Step One Bid proposals shall be valid for a minimum of sixty (60) days from the date submitted.

1.5 **OPENING OF BIDS**

Bids received on time will be opened publicly and only the names read aloud.

1.6 **CLARIFICATION OF TERMS**

Licensed Electricity Suppliers submitting a bid for award of the contract is herein referred to as "Bidder" or "Vendor" in this document. The Bidder awarded the contract is herein referred to as the "Firm." The words Bidder, Vendor and Contractor may be used interchangeably. The City of Salisbury is herein referred to as "City".

1.7 **ACCEPTANCE OR REJECTION OF BIDS**

- A. Unless otherwise specified, the contract will be awarded to the most **RESPONSIBLE** and **RESPONSIVE** bidder complying with the provisions of the bid documents, provided the bid price is reasonable, does not exceed the funds available, and it is in the best interest of the City to accept it. The CITY reserves the right to reject the bid of any bidder who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a bid from a bidder who, investigation shows is not in a position to perform the contract; or a bid from any person, firm, or corporation which is in arrears or in default to the City of Salisbury for any debt or contract.

In determining a bidder's **RESPONSIBILITY**, the City may consider the following qualifications, in addition to price:

- 1) Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities;
- 2) Character, integrity, reputation, experience and efficiency;
- 3) Quality of past performance on previous or existing contracts; including a list of current and past contracts and other evidence of performance ability;
- 4) Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices;
- 5) Evidence of adequate insurance to comply with contract terms and conditions;
- 6) Statement of current work load and capacity;
- 7) Explanation of methods to be used in fulfilling the contract.

The bidder, if requested, shall be prepared to supply evidence of his qualifications, listed above, and his capacity to perform the work; such evidence to be supplied within a specified time and to the satisfaction of the City of Salisbury.

In determining a bidder's **RESPONSIVENESS**, the City shall consider whether the bid conforms in all material respects to the bid documents. The City reserves the right to waive any irregularities that may be in its best interest to do so.

- B. The City shall have the right to reject any and all bids. Where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the bids received, to reject a bid not accompanied by required bid security or other data required by the bidding documents, and to accept or reject any bid which deviates from specifications when in the best interest of the City. Irrespective of any of the foregoing, the City shall have the right to award the Contract in its own best interests

SECTION II: GENERAL INFORMATION

2.1 ECONOMY OF PROPOSAL

Proposals should be prepared simply and economically, providing straightforward and concise description of the proposers' capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired.

2.2 RESPONSIBILITIES OF THE FIRM

- A. The Firm shall be responsible to the City for acts and omissions of their employees, Sub-contractors, and their agents and employees, and other persons performing portions of the Work under a Contract or other arrangement with the Firm.
- B. It is understood the relationship of the Firm to the City shall be that of an "independent Firm." Nothing contained herein or inferable here from shall be deemed or construed to:
 - 1) Make the Firm the agent, servant, or employee of the City;
 - 2) Create any partnership, joint venture, or other association between the City and the Firm.

- C. Proof of eligibility to conduct business in the State of Maryland to provide Electricity Supply is required as part of this Bid.

2.3 **CONTRACT AWARD**

- A. This Bid will consist of a two step process.
1. Step One - Qualifications Proposal that will consist of a Qualifications Review, Data Review, and Electricity Purchase Agreement Review.
 2. Step Two - Price Proposal that will consist of a review of Price proposal and bids for the following options:
 - a. “Market Watch” Option;
 - b. “Standard” Option.
- B. A written award in the form of a Purchase Order or other Contract Document shall result in a binding Contract without further action by either party. The Final Contract shall be executed by the successful Bidder within fifteen (15) working days of receipt of signed faxed Contract on the day prices are requested.
- C. City of Salisbury personal property taxes must be on a current basis; if any such taxes are delinquent, they must be paid before award of contract. Failure to pay will result in the award of bid to another Firm.
- D. The intent of the two-step process is to resolve any concerns with this Bid Document and the draft Electricity Purchase Agreement during the Step One process.
1. Step One – Qualifications Proposal: Qualifications, Data Review, and Electricity Purchase Agreement Review.
 2. Step Two – Price Proposal: Price and Term of Contract.

2.4 **MODIFICATION OR WITHDRAWAL OF BID**

A bid may not be modified, withdrawn or cancelled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting a bid.

2.5 **DEFAULT**

The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Firm upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Firm (or his surety) shall be liable to the City for cost to the City in excess of the defaulted contract price.

2.6 **COLLUSION/FINANCIAL BENEFIT**

- A. The bidder certifies that his/her bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Upon signing the bid, the Bidder certifies no member of the governing body of the City of Salisbury, or members of their immediate family, including spouse, parents or children, or any other officer or employee of the City, or any member or employee of a Commission, Board, or

Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

2.7 **TAX EXEMPTION**

The City of Salisbury is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by Firms doing business with the City of Salisbury. Firms are responsible for State Sales Tax of real property furnished and installed or constructed for the City of Salisbury.

2.8 **INDEMNITY**

- A. The successful Firm agrees to indemnify, defend, and hold harmless the City of Salisbury and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Firm's operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them.
- B. Firm further agrees to furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors for which he or his workers are responsible.

2.9 **APPLICABLE LAWS**

Firm shall observe and comply with all applicable federal, state, and local laws and regulations in the performance of the work. This contract shall be construed and interpreted in accordance with the laws of the State of Maryland and all questions of performance hereunder shall be determined in accordance with such laws.

2.10 **ADDENDUM**

- A. No oral statements of any person shall modify or otherwise affect or interpret the meaning of the Contract Drawings, the Specifications, or the terms, conditions, or other portions of the Contract Documents. All modifications and every request for any interpretation must be addressed to the Assistant Director of Internal Services-Procurement Division, City of Salisbury, 125 N. Division Street, Room 104, Salisbury, Maryland 21801, and to be given consideration, must be received at the above address at least seven (7) days prior to the date fixed for the opening of bids.
- B. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Assistant Director of Internal Services-Procurement Division to all holders of proposal documents in the form of written addenda. Firms are cautioned that any oral statements made by any City of Salisbury employee that materially change any portion of the bid documents shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.
- C. All addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of proposals, and shall become part of the Contract Documents and shall be acknowledged in the proposal form. Failure of any Firm to receive any such addenda shall not relieve said Firm from any obligation under his Bid as submitted.

- D. Firms are cautioned to refrain from including in their proposal any substitutions which are not confirmed by written addenda. To find out whether the City of Salisbury intends to issue an amendment reflecting an oral statement made by any employee, contact Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, at 410-548-3190, during normal business hours.
- E. The Assistant Director of Internal Services-Procurement Division reserves the right to postpone the bid opening for any major changes occurring in the 5-day interim which would otherwise necessitate an Addendum.

2.11 **INCURRED EXPENSES**

The City will not be responsible for any costs incurred by the Bidder in preparing and submitting a Bid, and/or delivery of, or return of materials submitted.

2.12 **EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

- A. All bidders are subject to and must comply with the provisions of the City's EEO policy and applicable state and federal anti-discrimination laws. The City encourages equal employment opportunity to businesses owned and controlled by minorities and women.
- B. The successful Firm shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, age; or otherwise commit an unfair employment practice. Contractor further agrees this non-discriminatory agreement shall be incorporated by the Contractor in all contracts entered into with suppliers of commodities and services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

SECTION III: SPECIAL CONDITIONS

3.1 **ELECTRICITY PURCHASE AGREEMENT**

- A. The proposed City's "Electricity Purchase Agreement" that applies to this ITB is in Attachment. (Attachment B).
- B. As part of the submission of the Step One Proposal, the Bidder may submit comments and concerns on the City's "Electricity Purchase Agreement" for consideration by the City as acceptable changes.
- C. The City shall notify the Bidder that they accept the Final Changes to the City's "Electricity Purchase Agreement" as a condition for approval by the City for the Bidder to Submit a Price Proposal as part of Step Two submission Process.
- D. As part of the Step Two Submission process the Bidder shall submit a Transmittal Letter issued from the Chief Executive Officer, or its designee, that the Bidder agrees to the acceptance of the contract terms and conditions described in the final City "Electricity Purchase Agreement."
- E. The Agreement to be entered into as a result of the ITB shall be by and between the Firm and the City, and shall contain all provisions included in this ITB.
- F. The final "Electricity Purchase Agreement", this ITB, all Addenda, and all related documents submitted by the Firm are to be the operating conditions for this service and will become an integral part of the resulting Agreement as an exhibit.

3.2 **TIMETABLE**

- A. The City will receive responses to the ITB, Step One – Qualifications Proposals by 4:00 P.M., local time, on Tuesday, April 21, 2009.
- B. Initial request date to respond to Step Two - Price Proposals for a “Standard Bid” Price and Term of Contract to be received no later than 12:30 P.M., local time, on Wednesday, May 6, 2009.
- C. Start of the “Market Watch Bid” Price and Term of Contract Period anticipated Tuesday, April 28, 2009.
- D. If selected following submission of the Step Two Price Proposals for Contract Award, Firm should be prepared to submit the Final Electricity Purchase Agreement and a Price Confirmation Document to the City for execution upon request no later than 1:30 P.M., local time, on day the bids are submitted.
- E. If awarded, Contract Award to be made no later than 4:00 P.M., local time, on the day the Bids are submitted.
- F. The City reserves the right not to accept the price offers for either price option on the date submitted and request refreshed pricing by Addendum at a date to be determined, depending on market conditions, for either of the above pricing options.

3.3 **STEP TWO RESPONSE OPTIONS AND CONDITIONS**

- A. The City will notify Bidders that meet the evaluation criteria for selection based on the Step One - Qualifications Submission who is qualified to submit the Step Two - Price Proposal in accordance with the conditions outlined in the ITB.
- B. The City has approved the implementation of two pricing options for the Step Two – Price Proposal Submission.
- C. “Standard” Bid Option:
 - a. Bids will be requested on the date set for the submission of the Step Two - Price Proposal responses as outlined in the TIMETABLE (Section 3.2 above), unless the conditions of the “Market Watch” Bid Option have been implemented prior to that date;
 - b. The submission of the Step Two Pricing for the “Standard” Bid Option shall be in accordance with guidelines outlined in this ITB;
 - c. The City reserves the right not to accept the price offers for either price option on the date submitted and request refreshed pricing by Addendum, depending on market conditions for either of the above pricing options.
- D. “Market Watch” Bid Option:
 - a. Bidders shall “watch the market,” and if market prices fall below the current DELMARVA Power Corporation service rates, or if market conditions are favorable the Bidder shall notify the City immediately in writing by email or fax.

**** Responses sent by email** should be addressed to, Karen D. Reddersen, Assistant Director of Internal Services-Procurement Division, at kreddersen@ci.salisbury.md.us.**

**** Responses sent by facsimile** address to Karen D. Reddersen, Assistant Director of Internal Services- Procurement Division, at 410-548-3192, during normal business hours.

- b. The City will monitor the market prices, and if prices fall below the current DELMARVA Power Corporation service rates, or if market conditions are favorable the City shall notify the Bidders immediately in writing by email.
- c. The City will issue a request, to the qualified Bidders, for submission of the Step Two Price Proposal in accordance with the condition outlined in the ITB, with an anticipated turn around time of 24 hours. The criteria for 5 days advance notice based on issuance of an Addendum does not apply to this request for pricing due to the need to respond to favorable changes in market rates that could benefit the City.
- d. The date and time for submission will be included in the notice sent to the Bidders.
- e. The submission of the Step Two Price Proposal for the “Market Watch” Bid Option shall be in accordance with the guidelines outlined in this ITB.

SECTION IV: SCOPE OF SERVICES

4.1 BILLING REQUIREMENTS

- A. Monthly invoices shall be submitted to the City , the City requires monthly billings for the facility account and meter, with individual records to include kWh and kilowatt (kW) readings.
- B. Unless otherwise specified, while receiving service from the Firm, the City will receive an invoice from Delmarva Power Corporation describing Firm’s charges for the Electricity delivered in the previous period. Charges will appear as a single item on the City’s invoice.
- C. Payment terms are based on those established by Delmarva Power Corporation. Delmarva Power Corporation is responsible for the direct payment to the Firm. The City is not responsible for late payment fees, accrued interest, penalties, etc. due to late payments from Delmarva Power Corporation to Firm.

4.2 TERM OF CONTRACT

- A. The award, if made, for this Contract will be for a Base Bid of 36 – month’s term, anticipated to on the first meter read date in November 2010 to the meter read date in November 2013. Options for 24-month and 12-month contract terms will be accepted.
- B. This Contract shall end on the date designated in the Electricity Purchase Agreement with the corresponding date, unless extended by mutual agreement, in writing, between the City and the Firm.

4.3 PRICING

The City requests prices to be quoted in the following methods or approaches.

- A. Base Bid Price #1 – “Fixed All-Inclusive” Price
 - 1. Fixed price that is “all-inclusive”, with a price for all costs, including, but not limited to, service fees balancing fees, capacity charges, transmission charges, congestion charges, ancillary charges, demand charges, reliability pricing model charges, and energy supply service commodity charges with no surcharges for amounts over or under prior year’s or future year’s usage, effective on the Meter Read Date.

2. To be considered responsive to this request for solicitation for the Step Two Price Proposals, BIDDERS are required to submit prices for the Base Bid Price #1.

3. **THIS IS A MANDATORY PRICING REQUIREMENT**

B. Base Bid Price #2 – “Fixed All-Inclusive” Excluding Reliability Pricing Model Charges

1. Fixed price that is “all-inclusive”, with a price for all costs, including, but not limited to, service fees balancing fees, capacity charges, transmission charges, congestion charges, ancillary charges, demand charges, and energy supply service commodity charges with no surcharges for amounts over or under prior year’s or future year’s usage excluding the Reliability Price Model Charges
2. Price Option is requested to provide the fixed costs for all items above, less the costs for the Reliability Pricing Model Charges.
3. To be considered responsive to this request for solicitation for the Step Two Price Proposals, BIDDERS are required to submit prices for the Base Bid Price #2.

4. **THIS IS A MANDATORY PRICING REQUIREMENT**

C. Base Bid Price #3 “Fixed All-Inclusive” Price with 15% Renewable Energy Mix Starting

1. Base Bid Price to provide **the additional costs** to provide the actual electricity supply services for up to 15% of the City “Contract Quantity of Energy” from renewable energy resources from a qualified source.
2. **Bidders are strongly encouraged to submit prices for Base Bid #3.**

D. Bidders Option Price #4: Bidders are permitted to propose a pricing approach that is the best interest of the City. Bidder must submit pricing for the mandatory items above for consideration by the City of the Bidder’s Option Price #4.

SECTION V: STEP ONE – QUALIFICATIONS PROPOSAL SUBMISSION

5.1 STEP ONE SUBMISSION REQUIREMENTS

- A. A transmittal letter prepared on the Bidder’s business stationary should accompany the Step One - Qualifications Proposal submission. The purpose of this letter is to transmit the Bid Response; therefore’ it should be brief. A duly authorized representative of the Bidder must sign the letter.
- B. Include in the letter, or as an attachment, proof of eligibility to conduct business in the State of Maryland to provide Electricity Supply Services.
- C. List the Bidder’s “comments, questions and proposed revisions” based on this ITB Bid Document and all Attachments. The Bidder can submit comments and concerns, for consideration by the City as acceptable changes, prior to the Step Two ITB Process.
- D. List the Bidder’s “comments, questions and proposed revisions” based on the draft City Electricity Service Purchase Agreement, Attachment B. The Bidder can submit comments and

- concerns, for consideration by the City as acceptable changes, as part of the Step One ITB process.
- E. Bidder is to list Similar Experience/References: Identify three (3) contracts, which are similar to the type and scope of the contract described herein:
 - 1) Name of Contract and its location;
 - 2) Owner's name, address, telephone number and contact person;
 - 3) Brief, but informative, description of the services provided;
 - 4) Name(s) of Bidder's key personnel responsible for this project inclusive of roles performed for the program and/or project;
 - 5) Start date and completion date of projects.
 - F. Bidder is to include a list of "comments, questions, and concerns" regarding the Account Numbers, location address and related data shown on Attachment A as a result of the receipt of data on the City accounts from Delmarva Power.
 - G. Bidder is to include a copy of their Company's most recent annual report which is to include a copy of an audited financial statement.
 - H. A fully executed Affidavit of Qualification to Bid, and Corporate Information Sheet shall be attached.

SECTION VI: STEP TWO – PRICE PROPOSAL SUBMISSION

6.1 STEP TWO SUBMISSION REQUIREMENTS

- A. The "Step Two – Price Proposal Bid Response" **sent by mail or delivered to the City**, must be submitted in a **SEALED ENVELOPE and clearly identified by ITB 104-09, Electricity Supply Services, Step Two – Price Proposal**.
- B. The "Step Two – Price Proposal Bid Response" **sent by email or facsimile** should be clearly identified as **ITB 104-09, Electricity Supply Services, Step Two – Price Proposal Bid Response.**
- C. The Bidder submitting a response to the Step Two Bid shall include the following:
 - 1) Transmittal Letter issued from the Chief Executive Officer, or its designee, that the Bidder agrees to the acceptance of this ITB, and the final City the final City Electricity Purchase Agreement, as operating conditions and understanding that they will become an integral part of the Contract as an exhibit;
 - 2) A completed Bid Sheet, provided by the City, with the ITB (Attachment C). This is a MANDATORY requirement even if the submission is being sent by email or fax;
 - 3) A list of Account Numbers, location addresses, and related data for all accounts included by Bidder for the prices shown on the completed Bid Sheet in a format similar to the City ATTACHMENT A. This is a MANDATORY requirement even if the submission is being sent by email or fax;
 - 4) Bidder's prices shall be a Firm Fixed Price to include **all** labor and non-labor efforts necessary to provide complete services to successfully deliver to the City of Salisbury the services as outlined in the RFB.
 - 5) Bidders must use the City's Bid Sheet provided by the City to be considered responsive. This is a MANDATORY requirement even if the submission is being sent by email or fax.
 - 6) Bidders can provide attachments to the Bid Sheet for , Bidders Option Price #4" with a note on the City Bid Sheet referring to the attachments voluntary "Alternative Pricing" will be considered. Prices must be submitted in a format, which can be readily evaluated.

Be sure the evaluation committee can understand the prices shown and that the committee does not have to make calculations to try to develop a unit price to determine the price. The decision to accept or reject “Alternative Pricing” will be final and at the sole discretion of the City.

- 7) Pricing must be stated to the nearest 1,000th per kWh (\$0.0000).
 - 8) City will not accept any proposed changes in the final Electricity Purchase Agreement submitted with the Price Proposal and could be considered a reason for disqualifying a Bidders proposal for further evaluation.
- D. If awarded, the selected Firm will need to issue a final Electricity Services Purchase Agreement and a Price Confirmation Sheet to the City immediately following the award to complete the award process. Bidders should be prepared to issue these documents upon request by no later than 1:30 pm on the day Step Two – Price Proposals are submitted.

SECTION VII: SUBMITTALS

7.1 SUBMITTAL COPIES

- A. Step One – Qualification Proposal Submittals:
 - 1) Qualifications Data Acceptance, and Acceptance of Contract, and Electricity Purchase Agreement. One (1) original and One (1) copy is are required.
- B. Step Two – Price Proposal Submittals:
 - 1) If sent by mail, One (1) original and One (1) copy. If sent via email or facsimile, One (1) original sent at the designated time for bid submission with a follow-up by mail or delivered to the City within 24 hours City within 24 hours of submission of One (1) original and One (1) copy.

SECTION VIII: SELECTION CRITERIA

8.1 EVALUATION AND SELECTION COMMITTEE

- A. The Evaluation and Selection Committee will review and rate the Step One and Step Two submission documents. The Committee may request additional technical assistance from any source.
- B. The Bidder must assume responsibility for addressing the technical and operational issues in meeting the objectives of the ITB.
- C. Step One – Qualifications Proposal Evaluation: Qualifications, Data Acceptance, and Acceptance of Contract Electricity Purchase Agreement will be evaluated as follows:
 - 1) Submission of transmittal letter prepared on the Bidder’s business stationary;
 - 2) Proof of eligibility to conduct business in the State of Maryland for providing Electricity Supply Services;
 - 3) Bidder’s “comments, questions and proposed revisions” based on this ITB Bid Document and all Attachments.
 - 4) Bidder’s “comments, questions and proposed revisions” based on the draft CITY Electricity Service Purchase Agreement ATTACHMENT B.
 - 5) Bidder’s “comments, questions, and concerns” regarding the Account Numbers, location addresses and related data shown on ATTACHMENT A as a result of the receipt of data on the City accounts from the DELMARVA POWER.
 - 6) Similar Experience/References: identify three (3) contracts, which are similar to the type and scope of the contract described herein;

- 7) Bidder's most recent annual report, including a copy of audited financial statement.
- D. Step Two – Price Proposal Evaluation: Price and Term of Contract will be evaluated, following the completion of the Step One Process, according to a uniform set of criteria, consisting of the following categories:
- 1) Transmittal Letter stating acceptance of this ITB and the final Electricity Purchase Agreement as operating conditions and understanding that they will become an integral part of the Agreement as an exhibit;
 - 2) Price;
 - 3) Overall best value to the City;
 - 4) Percentage with 15% Renewal Energy Mix.
- E. In the event that more than one Bidder meets the above selection criteria, the following will be used as evaluation criteria for the selection of the most qualified Bidder:
- 1) Past performance on Similar Contracts;
 - 2) Company's Management and Business posture;
 - 3) Financial Stability.
- F. The final selection of the Bidder shall be at the sole discretion of the City. Furthermore, while this ITB attempts to represent the current needs of the City's organization, it does not necessarily represent the City's final or complete objectives or requirements. The City reserves the right to supplement or amend the ITB, giving equal information and cooperation to all Bidders with respect to such amendment.
- G. The Selection Committee will make recommendations for the award of the Contract to the Bidder whose Bid is determined to be the most advantageous to the City considering both technical and price factors.
- H. Minor irregularities in Bids, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the City's best interest.

SECTION IV: FORM OF PROPOSAL

EXCEPTIONS AND ADDENDA

CORPORATE INFORMATION

AFFIDAVIT OF QUALIFICATIONS TO BID

NON-COLLUSIVE AFFIDAVIT

ATTACHMENT A -ACCOUNT NUMBERS

ATTACHMENT B-ELECTRICITY PURCHASE AGREEMENT

ATTACHMET C-BID SHEET

ATACHEMNT D-AUTHORIZATION TO OBTAIN ELECTRIC BILLING, PAYMENT HISTORY

FORM OF PROPOSAL
CONTRACT NO. 104-09

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed proposal covers all items as specified.

EXCEPTIONS:

(If none, write NONE) _____

THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO. 104-09

INDIVIDUAL PRINCIPAL

Firm Name: _____

Signed By: _____ In the presence of: _____

Address of Firm: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

Signed By: _____ In the presence of: _____
Partner Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ City, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____
President Witness

Attest: _____
Corporate Secretary

Affix Corporate Seal

FORM OF PROPOSAL
CONTRACT NO. 104-09

CONTRACTOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

1. I, _____ (Name, Printed) am the
_____ (title) and the duly authorized representative of the firm of
_____ (name of corporation) whose address is

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a change of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

3. (State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the City of Salisbury, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Salisbury may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Name, Printed

FORM OF PROPOSAL
CONTRACT NO. 104-09

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements on the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Name, Printed

Title

City of Salisbury
ATTACHMENT A ACCOUNT LISTING

Line	Account Number	Location	kWh Est.	Meter Read Date
1	2004 7199 9983	725 S Park Dr Salisbury Md 21804	49,434	June-10
2	2004 7249 9983	500 Delaware Ave Salisbury Md 21801	11,176	June-10
3	2216 5569 9991	1100 Beaglin Park Dr Salisbury Md 21801	61,578	June-10
4	2216 7839 9975	Lincoln Ave Salisbury Md 21801	67,122	June-10
5	2217 1109 9996	404 W Isabella St Salisbury Md 21801	118,481	June-10
6	2217 3229 9997	1104 Healthway Dr Salisbury Md 21801	3,685	June-10
7	2218 8009 9991	Naylor Mill Rd Salisbury MD 21801	34,320	June-10
8	2219 1739 9992	125 N Division ST Salisbury Md 21801	1,331	June-10
9	2223 7849 9990	Civic Ave. Salisbury Md 21801	110	June-10
10	2225 4269 9996	228 Canal Park Drive Salisbury Md 21801	110	June-10
11	2225 5239 9990	231 Canal Park Dr Salisbury Md 21804	9,911	June-10
12	2228 0149 9930	213 Sandy Bottom Ct Salisbury Md 21804	8,470	June-10
13	2228 0149 0063	1001 Stone Gate Drive Salisbury Md 21804	5,269	June-10
14	2228 0149 9971	Street Lights Salisbury Md 21801	2,457,400	June-10
15	2229 6179 9996	N Park Drive Salisbury Md 21801	550	June-10
16	2269 6189 9994	N Park Drive Salisbury Md 21801	319	June-10
17	2230 6669 9990	S Park Dr Salisbury Md 21801	126,896	June-10
18	2231 9999 9994	South Blvd Salisbury Md 21801	5,027	June-10
19	2233 7049 9996	E North Pointe Dr Salisbury Md 21801	5,599	June-10
20	2234 4119 9997	117 Elizabeth Street Salisbury Md 21801	21,032	June-10
21	2235 1419 9999	104 Middle Neck Lane Salisbury Md 21801	352	June-10
22	2236 5779 9993	207 E College Ave Salisbury Md 21801	11,253	June-10
23	2238 0499 9991	310 Handy Street Salisbury Md 21801	3,663	June-10
24	2239 7799 9992	829 E William St Salisbury Md 21804	17,864	June-10
25	2239 9489 9993	Naylor Mill Rd Salisbury MD 21801	7,315	June-10
26	2243 6029 9990	Marvel Rd Salisbury Md 21801	1,771	June-10
27	2244 4039 9992	304 S Park Dr Salisbury Md 21801	88	June-10
28	2244 4979 9994	719 Edgewater Dr Salisbury Md 21801	6,259	June-10
29	2245 1749 9998	1633 N Division St Salisbury Mdd 21801	4,191	June-10
30	2245 4149 998	2000 Industrial Pkwy Salisbury Md 21801	2,013	June-10
31	2245 4259 9994	2000 Industrial Pkwy Salisbury Md 21801	517	June-10

32	2245 4399 9995	601 Marvel Rd Salisbury Md 21801	1,694	June-10
33	2245 4409 9993	2221 Armstrong Pkwy Salisbury Md 21801	4,092	June-10
34	2245 4949 9990	716 Naylor Mill Rd Salisbury Md 21801	9,680	June-10
35	2245 6309 9999	Beaglin Park Dr Salisbury Md 21801	21,439	June-10
36	2245 6419 9996	1015 Beaglin Park Dr Salisbury Md 21801	2,849	June-10
37	2246 1109 9991	Brookridge Dr Salisbury Md 21801	11,517	June-10
38	2246 7309 9996	711 Greens Entrance College Lane Salisbury Md 21801	3,344	June-10
39	2247 6329 9993	N Park Drive Salisbury Md 21801	123,684	June-10
40	2247 6339 9991	300 Carroll St Salisbury Md 21801	6,512	June-10
41	2247 6469 9993	801 Brown St Salisbury Md 21801	76,538	June-10
42	2247 6539 9999	E College Ave Salisbury Md 21801	0	June-10
43	2247 6549 9997	528 W College Ave Salisbury MD 21801	4,510	June-10
44	2247 6609 9994	221 Glen Ave Salisbury Md 21801	2,805	June-10
45	2247 6669 9991	721 Beaverdam Drive Salisbury Md 21801	15,147	June-10
46	2247 6699 9995	N Park Drive Salisbury Md 21801	24,222	June-10
47	2247 6689 9997	205 Park Heights Ave Salisbury Md 21801	23,276	June-10
48	2247 6709 9993	315 Locust St Salisbury Md 21801	11,308	June-10
49	2247 6719 9991	755 S Park Dr Salisbury Md 21801	73,667	June-10
50	2247 6729 9999	225 Newton St Salisbury Md 21801	5,852	June-10
51	2247 6739 9997	Waverly Dr Salisbury Md 21801	5,522	June-10
52	2247 6749 9995	N Park Drive Salisbury Md 21801	31,405	June-10
53	2247 6799 9994	N Park Drive Salisbury Md 21801	1,034	June-10
54	2247 6819 9974	640 E Main St Salisbury Md 21804	514,085	June-10
55	2247 6829 9998	715 Churchhill Ave Salisbury Md 21801	2,200	June-10
56	2247 6899 9993	350 Cypress St Salisbury Md 21801	15,411	June-10
57	2247 6929 9997	600 Lake St Salisbury Md 21801	60,720	June-10
58	2247 6969 9998	600 Lake St Salisbury Md 21801	57,222	June-10
59	2247 8189 9998	129 N Park Dr Salisbury Md 21801	1,177	June-10
60	2248 7539 9970	Canal Park Dr Salisbury Md 21801	1,804	June-10
61	2248 0829 9990	N Park Drive Salisbury Md 21801	9,438	June-10
62	2249 0679 9990	1012 Monitor Ct Salisbury Md 21801	6,534	June-10
63	2249 6519 9993	755 S Park Dr Salisbury Md 21801	29,678	June-10
64	2249 7139 9999	Riverwalk Ct Salisbury Md 21801	0	June-10
65	2249 7759 9998	E Naylor Mill Rd Salisbury Md 21801	16,555	June-10
66	2250 6819 9994	520 Riverside Dr Salisbury Md 21801	4,961	June-10
67	2250 6829 9992	113 Broad St Salisbury Md 21801	1,320	June-10
68	2250 6879 9991	755 E Main St Salisbury Md 21801	10,791	June-10
69	2250 9369 9992	221 Delaware Ave Salisbury Md 21801	581,900	June-10

70	2251 3579 9990	109 N Salisbury Blvd Salisbury Md 21801	4,279	June-10
71	2251 6349 9992	125 W College Ave Salisbury Md 21801	10,131	June-10
72	2251 6459 9998	1817 Emerson Ave Salisbury Md 21801	2,013	June-10
73	2253 2249 9990	Northgate Dr Salisbury Md 21801	6,028	June-10
74	2253 3779 9996	503 N Park Dr Salisbury Md 21801	1,045	June-10
75	2253 3789 9994	513 S Park Dr Salisbury Md 21801	0	June-10
76	2253 4989 9990	S Salisbury Blvd Salisbury Md 21801	32,967	June-10
77	2253 6559 9995	225 Park Dr Salisbury Md 21801	18,326	June-10
78	2253 7029 9995	Naylor Mill Rd Salisbury MD 21801	10,098	June-10
79	2253 8049 9999	503 W Isabella St Salisbury Md 21801	858	June-10
80	2253 8409 9993	2300 N Salisbury Blvd Salisbury Md 21801	2,277	June-10
81	2253 8999 9999	N Park Drive Salisbury Md 21801	4,983	June-10
82	2254 0249 9993	407 Lake St Salisbury Md 21801	7,601	June-10
83	2254 2069 9996	501 Snow Hill Rd Salisbury Md 21804	7,447	June-10
84	2254 4679 9994	2700 N Salisbury Blvd Salisbury Md 21801	8,888	June-10
85	2254 5439 9992	2700 N Salisbury Blvd Salisbury Md 21801	6,688	June-10
86	2254 6599 9996	1100 Schumaker Dr Salisbury Md 21801	10,813	June-10
87	2254 7989 9992	799 Glen Ave & Beaglin Park Dr Salisbury Md 21801	7,491	June-10
88	2254 7999 9990	Hampshire Rd Salisbury Md 21801	8,250	June-10
89	2255 1819 9990	307 Poplar Hill Ave Salisbury Md 21801	1,617	June-10
90	2255 7199 9997	200 E Vine St Salisbury Md 21804	6,831	June-10
91	2256 4139 9996	515 Delaware Ave Salisbury Md 21801	175,604	June-10
92	2256 4159 9991	600 Lake St Salisbury Md 21801	100,958	June-10
93	2255 4749 9999	Snow Hill Rd Salisbury Md 21804	5,258	June-10
94	2256 5179 9994	N Park Drive Salisbury Md 21801	7,898	June-10
95	2256 7579 9996	517 S Park Dr Salisbury Md 21801	0	June-10
96	2255 9779 9991	520 N Park Dr Salisbury Md 21801	42,493	June-10
97	2256 0119 9998	520 N Park Dr Salisbury Md 21801	46,640	June-10
98	2256 7509 9991	801 S Schumaker Dr Salisbury Md 21801	8,822	June-10
99	2257 2359 9992	1015 Beaglin Park Dr Salisbury Md 21804	20,119	June-10
100	2257 4919 9991	N Salisbury Blvd Salisbury Md 21801	14,465	June-10
101	2257 6539 9996	Phillip Morris Dr Salisbury Md 21801	7,942	June-10
102	2257 8669 9994	710 Lake St Salisbury Md 21801	1,100	June-10
103	2257 8989 9997	723 S Park Dr Salisbury Md 21801	0	June-10
104	2257 9369 9995	1412 Ballinadee Dr Salisbury Md 21804	2,112	June-10

105	2258 0119 9996	20232 Scenic Dr Salisbury Md 21801	1,010,735	June-10
106	2223 7749 9991	604 Goldsborough St Salisbury Md 21801	4,576	June-10
107	3009 2909 9996	2740 N Salisbury Blvd Salisbury Md 21801	6,094	June-10
108	3023 1269 9994	203 Kinsale Ct Salisbury Md 21801	2,684	June-10
109	3023 1279 9992	211 Shannon Ct Salisbury Md 21801	3,971	June-10
110	3023 1289 9990	1412 Ballinadee Dr Salisbury Md 21801	3,872	June-10
111	3025 8219 9998	755 S Park Dr Salisbury Md 21801	128,799	June-10
112	3033 1249 9997	N Division St Salisbury Md 21801	5,874	June-10
113	3066 7739 9991	1018 Beaglin Park Dr Salisbury Md 21804	2,255	June-10
114	3103 0699 9999	207 W London Ave Salisbury Md 21801	0	June-10
115	3163 5299 9999	1505 S Division St Salisbury Md 21804	5,412	June-10
116	3175 6339 9938	222 Spring Crest Drive Salisbury Md 21801	7,645	June-10
117	3175 6339 9946	209 Spring Crest Dr Salisbury Md 21804	9,218	June-10
118	3175 6339 9953	140 Village Oak Dr Salisbury Md 21804	10,285	June-10
119	3175 6339 9961	407 Parkwood Dr Salisbury Md 21804	9,086	June-10
120	3175 6339 9862	1058 Caravan Way Salisbury Md 21804	10,571	June-10
121	3175 6339 9979	206 Creekside Dr Salisbury Md 21804	9,823	June-10
122	3175 6339 9995	431 Parkwood Dr Salisbury Md 21804	8,591	June-10
123	3196 0439 9992	E Naylor Mill Rd Salisbury Md 21804	6,996	June-10
124	3235 8789 9994	1020 S Division St Salisbury Md 21804	5,335	June-10
125	3326 5829 9992	200 W London Ave Salisbury Md 21801	4,345	June-10
126	3339 9179 9995	710 Lake St Salisbury Md 21801	17,941	June-10
127	3348 6269 9991	1098 Robert St Salisbury Md 2101	1,342	June-10
128	3366 9669 9980	310 Gay St Salisbury Md 21801	847	June-10
129	3366 9669 9998	3021 Merritt Mill Rd Salisbury Md 21804	7,546	June-10
130	3386 4329 9997	1000 Church St Salisbury Md 21804	6,831	June-10
131	3421 7279 9997	Lorecrop Dr Salisbury Md 21801	10,120	June-10
132	3496 1859 9998	Jasmine Dr Salisbury Md 21804	5,357	June-10
133	2004 7199 9926	Vail Ct Salisbury Md 21804	9,438	November-10
134	2004 7199 9934	Beckford Ct Salisbury Md 21804	8,448	November-10
135	2004 7199 9942	Aspen Hill Dr Salisbury Md 21804	1,100	November-10
136	2219 1169 9967	1142 Marine Rd Salisbury Md 21801	7,348,660	November-10
137	2229 6179 9970	N Park Drive Salisbury Md 21801	770	November-10
138	2269 6189 9978	N Park Drive Salisbury Md 21801	1,518	November-10

139	2229 6189 9945	755 S Park Dr Salisbury Md 21804	18,689	November-10
140	2248 7539 9939	210 Canal Park Dr Apt Lftst Salisbury Md 21804	14,993	November-10
141	3023 1289 9974	1430 Ballinadee Dr Salisbury Md 21804	12,507	November-10
142	3443 3839 9993	6400 Hobbs Rd Salisbury Md 21804	46,002	November-10
143	3450 9609 9998	N Park Dr Salisbury Md 21804	21,197	November-10
144	3458 5659 9997	S Clairmont Dr 46621/92604 Salisbury Md 21804	19,602	November-10
145	3474 2379 9993	202 Onley Rd Salisbury Md 21804	22,297	November-10
146	3506 5469 9999	Beaglin Park Dr Salisbury Md 21804	1,782	November-10
147	3524 0729 9994	506 Lake St Salisbury Md 21801	2,398	November-10
148	3530 4889 9994	125 N Division Street Salisbury Md 21801-5030	5,005	November-10
149	3530 4869 9998	501 E Church St A Salisbury Md 21801	8,646	November-10
150	3577 5669 9967	Van Tassel Way Salisbury Md 21801	15,884	November-10
151	3577 5669 9983	Tarry Town Road Salisbury Md 21801	8,712	November-10
152	3577 5669 9975	Bell Creed Dr Salisbury Md 21801	7,282	November-10
153	3577 5669 9991	Tarry Town Road Salisbury Md 21801	9,108	November-10
154	3592 3579 9996	611 Ridge Road Salisbury Md 21801	291,236	November-10
155	3630 7759 9993	504 Mack Ave Salisbury Md 21804	41,118	November-10
156	3670 0039 9991	325 Cypress St Salisbury Md 21801	359,040	November-10
157	Blank	Blank	Blank	Blank
158	2249 0679 9974	Killarney Dr Salisbury Md 21804	6,831	Pending to Nov. 10
159	2004 7139 9937	1509 Edgemore Ave Salisbury Md 21802	5,599	Pending to Nov. 10
160	2004 7139 9952	Goordy and Kelly Rd Apt Sgnl Salisbury Md 21802	21,032	Pending to Nov. 10
161	2004 7139 9960	Middle Neck& Beaglin Park Dr Salisbury Md 21804	352	Pending to Nov. 10
162	2004 7139 9978	1765 Woodbrooke Dr Apt Lights Salisbury Md 21804	11,253	Pending to Nov. 10
163	3715 9869 9994	Zion & Kelly Rd Apt Sgnl Salisbury Md 21802	2,244	Pending to Nov. 10

ATTACHMENT B

Electricity Purchase Agreement

**_____ FIRM,
CITY OF SALISBURY**

For Electric Account Supply Services

THIS ELECTRICITY PURCHASE AGREEMENT ('Agreement'), together with all hereby incorporated documents relating to this Agreement, made this _____ day of _____, 2009, (" hereinafter called 'FIRM') doing business as (an individual), (a partnership), or (a corporation), all may also hereinafter be referred to singly as "Party" or jointly as "Parties." The CITY OF SALISBURY desires to purchase Electric Power Supply Service (defined as all necessary electric energy, installed electric capacity, ancillary services, and transmission capacity) from FIRM, according to the terms of this Agreement outlined below and the attached Exhibits.

This Agreement applies to the supply of electricity must be delivered on demand and continuously to the CITY OF SALISBURY (hereinafter called 'CITY') facilities currently served by the DELMARVA POWER Delivery.

This Agreement sets forth the terms and conditions for electricity sales transactions entered into by CITY and FIRM during the duration of this Agreement. Each transaction specific between the Parties, under this Agreement, will consist of (i) this Agreement, and (ii) following Attachments:

- o Original Solicitation Document dated _____
- o Signed Bid Price Proposal Form and Signature Sheet
- o Signed FIRM'S Price Confirmation Documents
- o Signed Addenda by the FIRM
- o List of CITY Account numbers and location addresses shown on the FIRMS confirming ATTACHMENT A.
- o FIRM'S Qualifications Statement
FIRM'S Forms: _____

TERM: The term of this Agreement is for _____ months from the _____ meter read date to _____ meter read date for the account numbers shown in the FIRMS confirming ATTACHMENT A and also shown on the attached Bid Price Proposal Form and Signature Sheet. Thereafter, this Agreement shall remain in effect month to month until the later of: all terms and conditions evidenced have expired; or (2) either party gives the other party sixty (60) days prior written notice of its desire to terminate this Agreement.

PRICE: The prices to be charged by the FIRM shall be as shown on the FIRMS signed Bid Price Proposal Form and Signature Sheet and the FIRMS standard Sales Confirmation document for the account numbers shown in FIRM'S confirming ATTACHMENT A which are included as Attachments to this document.

DELIVERY POINT AND TITLE: The Delivery Point for all Electric Power Supply Service sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the local electric distribution company (LDC) in whose territory the CITY's Facilities are located. FIRM will schedule Electric Power Supply Service to the Delivery Point for the CITY account. Title to all Electric Power Supply Service will pass from FIRM to the CITY at the Delivery Point. FIRM warrants that it has good and marketable title to the Electric Power Supply Service delivered under this Agreement. The CITY will be responsible for paying all LDC charges associated with the distribution of electricity from the Delivery Point to the CITY facilities, and FIRM is not a party to the CITY's service agreement with the CITY's local electric distribution company.

AGENT PROVISION: The CITY appoints the FIRM to act as the CITY agent in accordance with this provision. The CITY authorizes the FIRM to obtain information about the CITY's local electric distribution company account including, but not limited to, account numbers, billing history, payment history, historical electric usage, projected electric usage, meter readings and characteristics of electric service. FIRM will use this information to aggregate the CITY's usage with that of FIRM'S other customers and to perform duties necessary to provide and bill for Electric Power Supply Service. Further, the CITY authorizes the FIRM to make nominations, aggregate the CITY's electricity supply, schedule, balance, make settlement, and perform all other tasks necessary to provide Electric Power Supply Service to the CITY.

TARIFFS AND REGULATIONS: Except as otherwise noted herein, this Agreement is subject to all applicable federal, state and local laws, as well as all other applicable rules and regulations including, but not limited to, those of the CITY local electric distribution company, the CITY state regulatory commission, and Federal Energy Regulatory Commission ("FERC") approved transmission service providers as they may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations.

Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If any necessary regulatory approval(s) or authorization(s) are not continued, or if changes in any regulation make this transaction in-valid, uneconomic for FIRM, then FIRM has the option to terminate this Agreement, or to renegotiate terms with City of Salisbury.

General Contract Terms and Conditions

These General Contract Terms and Conditions apply to the supply of electricity that shall be delivered on demand and continuously to the CITY Facilities currently served by the DELMARVA POWER Delivery Company (DELMARVA POWER) at the meter Account Numbers per the Attachment A.

In consideration of the mutual covenants and Agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

Amendment: Modification of this Agreement shall be in writing and executed by the Parties.

Advertising: FIRM may not, without written consent of an official of the CITY, advertise or publishes in any manner, the fact that the FIRM has contracted to furnish goods and services specified.

Assignment:

Neither the FIRM nor the CITY shall sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other Party. Notice shall be hand-delivered with receipt obtained therefore, or mailed by certified mail, return receipt requested. Either Party has the right to assign the contract to an affiliate without prior consent.

Audit: The CITY shall have a right to audit, at its sole expense, those books and records of the other Party, which relate to the subject matter of this Agreement, directly pertaining to a dispute.

FIRM Obligations: Subject to the terms and conditions of this Agreement, with respect to each the CITY Location, FIRM shall: sell and deliver, or cause to be delivered, the CITY'S Contract for a full service on-demand delivery quantity of Energy at the Delivery Points for the contract term. Notwithstanding anything to the contrary, the CITY acknowledges and agrees that FIRM exercises no independent control over Utility's facilities necessary for the delivery of Energy and the CITY disclaims the right to damages from FIRM arising from any interruption in electric service caused in whole or in part by interruption, termination or deterioration of service on Utility's system.

FIRM'S not an Agent or Employee of CITY: No language or wording contained in this contract document shall be used to construe the FIRM as an "agent" or "employee" of CITY, nor shall any such language or wording be used to construe CITY as an "agent" or "employer" of the FIRM and/or of any of the FIRM's employees, and/or of any or the FIRM's sub-contractors or their employees.

Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Except as provided in the "Assignment" provision hereof, no assignment or transfer permitted hereunder shall relieve FIRM or the CITY of any of their respective obligations under this Agreement.

Changes in Accounts:

(1) The CITY can request that the FIRM add new accounts to the current contract throughout the term of the Agreement. CITY shall notify FIRM of each additional CITY account that it wishes FIRM to serve at least thirty (30) days prior to the requested service date. CITY shall provide FIRM with documents and authorizations required by the Tariff to permit FIRM to serve such accounts. The Parties shall execute an Addendum to this Agreement with the Price mutually agreed to by the FIRM and CITY for the remaining Term. The CITY has the option not to accept the price offered by the FIRM. If the CITY does not accept price offered on aforementioned new accounts, the CITY reserves the right to solicit offers from other FIRMS for servicing of said new accounts. FIRM shall serve such accounts without changing the Terms and Conditions of this Agreement. FIRM shall promptly provide EDC with information required by Law and the Tariff to enable EDC to establish FIRM as to the provider of electricity for the accounts.

(2) At any time throughout the Term, CITY shall notify FIRM thirty (30) calendar days in advance to direct the FIRM to discontinue deliveries of electricity to an individual CITY Account, shown on Attachment A, for which Electric Supply Services are no longer required due to ceasing operations at such facility (Notice of Load Change). FIRM shall not increase the Contract Price or change any other non-price term or condition of this Agreement as a

result of the cessation of deliveries to any CITY Account. FIRM shall notify EDC thereof and shall perform all actions (including, but not limited to, actions required by the Tariff) necessary to stop service to the affected CITY Account. If an Early Termination Date has occurred for an account, the Non-Defaulting Party shall in good faith calculate its damages, if any, as defined in the **Remedies Upon an Event of Default** section resulting from discontinuing deliver of electricity to the account in accordance with the Purchase Agreement.

(3) CITY shall give FIRM a minimum of three months notice of any material changes in accounts that would result in an increase or decrease in excess of 10% of annual energy consumption. This notice will allow FIRM to adjust the consumption schedule and forecast to reflect the changes.

Conclusion/Financial Benefit: The FIRM certifies that the bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. Upon signing the Bid and this Agreement, FIRM certifies that no member of the governing body of the CITY, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the CITY, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the Executive Officer or Council has received or has been promised, directly or indirectly, any financial benefit, related to this contract.

DELMARVA POWER Delivery: Means the regulated Utility also known as the Electric Distribution Company which currently provides the electric lines, both above and below ground, that deliver the electricity to the CITY Facilities.

Confidentiality: Each Party shall not disclose the terms of this Agreement to a third party (other than the Party's and its affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law, order, regulation or exchange rule.

Counterparts: This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same Agreement.

Definitions: As used in this Agreement, the following terms shall have the respective meanings set forth below. Certain other capitalized terms are defined where they appear in the Agreement.

"Ancillary Charges" means, for each CITY Location and Facilities, all charges assessed by the Utility for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand. Such services include, but are not limited to load following, standby power, backup power, reactive power, and other related services.

"BID" The offer or proposal of the FIRM submitted on the prescribed form setting forth the prices for the services to be performed.

"FIRM or FIRMS" means any person, firm or corporation submitting a BID for the services that is a qualified Licensed Electricity Supplier submitting a Bid in response to this RFB. For this RFB the Licensed Electricity Supplier and FIRM are considered the same.

"Claims" means all claims or actions, threatened or filed and whether groundless, false or fraudulent, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Contract Price" The total monies payable to the FIRM under the terms and conditions of the BID.

"Contract Quantity of Energy" means the estimated quantity of Energy (measured in KWs or KWhs) set forth in the Price Confirmation Sheet which FIRM will sell and deliver to the CITY and which the CITY will purchase and accept for FIRM. In no event will such quantity exceed the physical capabilities of Utility's facilities or contravene Utility's applicable service rules or tariffs.

"Costs" shall mean, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement.

"Default Service" means electric service provided by a Provider of Last Resort or Utility or provider as specified by law or regulations.

"Delivery Points" means existing and future points of interconnection between a third party transmission system and/or distribution system and Utility's transmission system and/or distribution system, or such other mutually agreeable points of interconnection.

"Delivery Term" means the period described in the Price Confirmation and this Agreement during which the Contract Quantity of Energy is to be provided to the CITY.

"Electric Distribution Company (EDC)" means the company, which currently provides the electric lines, both above ground, and below ground, that delivers the electricity to the CITY Facilities.

"Electricity" means the electricity that may be purchased from a provider pursuant to this RFB and that will be delivered to the CITY Facilities by the Electric Distribution Company.

"Energy" means electric energy or electricity.

"Facility or facilities" means the buildings, structures, infrastructure, utilities and improvements placed or naturally occurring in or above the real property belonging to the CITY.

"ISO" means Independent System Operator.

"CITY Location" means the CITY'S premises or facilities for which Energy is to be delivered.

"KVA" means kilovolt amperes.

"KW" means kilowatt.

"KWh" means kilowatt-hour.

"Law" means any law, statute, regulation, rule, decision, writ, order, decree or judgment, or any interpretation thereof.

"Licensed Electricity Supplier," means an entity licensed by the Maryland Public Service Commission (PSC) as a firm capable of, and in the business of, providing electricity for sale to the general public. For this RFB the Licensed Electricity Supplier and FIRM are considered the same.

"Losses" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, to such Party resulting from the termination of this Agreement determined in a commercially reasonable manner.

"Owner" *The City of Salisbury*

"Prime Rate" means the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates."

"Request for Bid"- The contract, including Advertisement for Bids, Information for FIRMS, Bid Sheet, Agreement, Notice of Award, Notice to Proceed, and Addenda.

"Replacement Price" means the positive difference obtained by subtracting the Contract Price from the price at which the CITY, acting in a commercially reasonable manner, purchases substitute Energy not delivered by FIRM.

"Utility" means the entity (and any successors thereto) distributing Energy on behalf of FIRM to a Delivery Point, including, without limitation, transmission and distribution utilities, municipally owned utilities and electric cooperatives whose distribution system currently is interconnected with each the CITY Location and Facility.

"Written Notice" - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

Delivery: During the Delivery Term, FIRM shall sell and deliver, or cause to be delivered, and the CITY shall purchase and receive, or cause to be received, Energy under this Agreement for each CITY Location at the Delivery Points.

Disclaimer: The account information supplied in the Request for Bid was obtained from invoices or reports supplied by the CITY Utility and EDC. To the best of the CITY's knowledge this information is true and accurate. However, the CITY will not be responsible for any errors or missing information.

Duty to Mitigate: Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

Events of Default: An "Event of Default" shall mean, with respect to a Party alleged to have taken or been affected by any of the actions set forth below (the "Defaulting Party"):

1. The failure by the Defaulting Party to make, when due, any payment required under this Agreement.
2. Any representation or warranty made by the Defaulting Party in this Agreement shall prove to have been false or misleading in any material respect when made or ceases to remain true during the Term.
3. The failure by the Defaulting Party to perform any covenant set forth in this Agreement (other than the events that are otherwise specifically covered and such failure is not excused by Force Majeure or cured within 3 Business Days after written notice thereof to the Defaulting Party.
4. If the FIRM fails to make the delivery of services exactly as specified or perform the services within the time and manner specified therein or any extension thereof.
5. If the FIRM fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the Director of Procurement and Parking may authorize in writing) after receipt of written notice from the Director of Procurement and Parking specifying such time failure.
6. If the FIRM willfully attempts to make delivery of items other than items in the contract or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specified authorization in the form of a contract amendment.
7. If a determination is made by the CITY that the obtaining of the contract was influenced by an employee of the CITY having received a gratuity, or a promise therefore, of any way or form.

Remedies Upon an Event of Default: If an Event of Default occurs with respect to a Defaulting Party at any time during the Term, the Non-Defaulting Party may, for so long as the Event of Default is continuing, (i) establish a date ("Early Termination Date") on which this Agreement shall terminate, and/or (ii) withhold any payments due in respect of this Agreement. If an Early Termination Date has occurred, the Non-Defaulting Party shall in good faith calculate its damages (hereafter defined) resulting from the termination of this Purchase Agreement.

1. If the Defaulting Party is FIRM, the CITY'S Damages shall be equal to the sum of the Costs plus the Losses, if any, determined by subtracting the present market value of a replacement contract calculated by using the equivalent quantities of Energy and delivery points and relevant market prices for the remaining period of the Term plus any losses earlier in the Term determined by subtracting the sum of the Costs and the fixed price of the contract. For the remaining period of the term, the price shall be determined either by a bona fide third-party offer or calculated by using the remaining period of the Term, the Contract Price, the Contract Quantity of Energy by the replacement price.
2. If the Defaulting Party is CITY, the FIRM'S damages shall be equal to the sum of the Costs plus the Losses, if any, determined by subtracting the present value of the terminated Agreement from the present value of reselling the remaining ENERGY in

the open market

Failure to Deliver: Unless excused by Force Majeure or CITY'S failure to perform, if FIRM fails to deliver, or cause to be delivered, all or part of the City's Energy requirement for the CITY Locations at the Delivery Points during the Term and the CITY is required to obtain and pays for Default Service or other Energy supply arrangement necessary to cure such Energy deficiency, FIRM shall reimburse the CITY, an amount determined by multiplying the aggregate deficiency in the Contract Quantity of Energy by the Replacement Price. In the event FIRM fails to perform its obligations under this Agreement, the CITY shall employ commercially reasonable efforts to mitigate such failure, including seeking the most favorably priced replacement Energy that may be available. FIRM shall pay for such costs within 30days of the issuance date of an invoice from the CITY.

Force Majeure: This is the sole and exclusive excuse of performance permitted under this Agreement, and all other excuses at law or in equity are WAIVED to the extent permitted by law. Except with regard to a party's obligation to make payments due under Agreement (including any penalties assessed by the EDC), in the event either party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under the Agreement, it is agreed that upon such party's giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrences of the cause relied upon, such notice to be confirmed in writing by facsimile to the other party, then the obligations of the party giving such notice insofar as they are affected by such Force Majeure event shall be suspended, from inception, and during the continuance of any inability so caused but for no longer period. The term "Force Majeure" as employed in this Agreement will mean acts of God; strikes, lockouts, or industrial disputes or disturbances; civil disturbances; interruptions by government or court orders, or necessary for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction; acts of the public enemy; or any other cause of like kind not reasonably within the control of the party claiming Force Majeure and which by the exercises of the due diligence of such party could not have prevented or is unable to overcome, unless due to the actions of the FIRM. The term Force Majeure specifically excludes the following occurrences or events: the loss of the FIRM'S electric energy supply, except as provided above, or FIRM'S ability to sell electric energy to a market at a more advantageous price; increases or decreases in electric energy supply due to allocation or reallocation of generation by generators, except as provided above, or other parties; loss of markets; and failure of specific individual generation facilities in the same geographic area. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement of the use of diligence in restoring normal operating conditions shall not require the settlement of strikes or lockouts by acceding to the terms of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

General Responsibility of FIRM: All services furnished under this contract shall be in Complete compliance with all current Federal, State, City and local municipal regulations, standards laws/ordinances and statutes in any matter affecting performance and pricing under this contract and must meet or exceed specification requirements.

Governing Law: This Agreement and the rights and duties of the parties shall be governed by and constructed, enforced and performed in accordance with the law of the State of Maryland.

Headings: The headings included in this Agreement are included for reference purposes only and shall not affect the interpretation.

Invoices: Monthly invoices shall be submitted to the CITY. The CITY requires monthly billings for the facility account and meter, with individual records to include kWh and Kilowatt (kW) readings. Unless otherwise specified while receiving generation and transmission service from FIRM will receive an invoice from DELMARVA POWER DELIVERY describing FIRM'S charges for the electricity delivered in the previous period. Charges will appear as a single line item on the CITY invoice. DELMARVA POWER DELIVERY will invoice the CITY for all electricity distribution charges, including, customer charges, distribution service energy and demand charges, meter charges, and transition charges (if any). The CITY is responsible for payments to DELMARVA POWER DELIVERY for distribution and other related costs that have been authorized by Law or Regulations and for the amount billed on the DELMARVA POWER DELIVERY invoice for FIRM'S charges. The CITY shall pay for the FIRM'S charges to DELMARVA POWER DELIVERY for the total amount due as shown on the monthly billing within the terms specified by DELMARVA POWER DELIVERY from the date of billing. Payment terms are based on those established by DELMARVA POWER DELIVERY. DELMARVA POWER DELIVERY is responsible for the direct payment to FIRMS. The CITY is not responsible for late payment fees, accrued interest, penalties, etc. due to late payments from DELMARVA POWER DELIVERY to FIRM.

Insurance: FIRM shall provide evidence of insurance in policy prior to the commencement of services. Coverage shall not be reduced during the contract term. FIRM shall maintain during the term of this Contract the following minimum insurance provisions:

- 1) Worker's Compensation insurance as prescribed by the law of the state or nation in which the work is performed;
- 2) Employer's liability insurance with limits of at least \$1,000,000 for each occurrence;
- 3) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence;

Indemnification:

The FIRM and the CITY will mutually indemnify and hold harmless each other, their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of this agreement. **In no event shall either party to this Agreement or their affiliates be liable for consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities.**

CITY'S Obligations: Subject to the terms and conditions of this Agreement, with respect to each CITY Location, the CITY shall provide CITY account numbers and location addresses necessary to allow FIRM to perform its obligations and authorizing the FIRMS to request such data from Utility or assist FIRM in processing such a request. The CITY will pay the Contract Price in accordance with terms of the Agreement. The CITY will purchase and receive, or cause to be received, the Contract Quantity of Energy from FIRM at the Delivery Points for the Delivery Term. The CITY will cooperate with and assist FIRM in taking all actions necessary to effect transactions contemplated by this Agreement.

Nature of Services This Agreement is based on serving 100% of the electric use of the CITY facilities determined based the historic electricity use and load profile information provided by

DELMARVA POWER Delivery. FIRM requests that the CITY provide six months notice, in writing, of any major change in usage including, but not limited to, closing part or all of the facilities covered under this agreement, expansion of the facilities covered under this agreement, or a significant change in the operation covered under this agreement. In no way shall the notice be construed or interpreted as a penalty or change in the Contract Price or terms of this Agreement.

Nondiscrimination in Employment: During the performance of the contract FIRM shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. FIRM shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, creed, color, national origin, sex, sexual preference, disability, marital status, age or otherwise commit an unfair employment practices. Such action shall include but not be limited to the following: employment, compensation, and selection for training, including apprenticeships. FIRM shall post at the FIRMS primary human resources offices, in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

No Third Party Beneficiaries: Subject to the provisions above under "Assignment," nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

Non-Waiver: No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

Notices: All notices, requests, statements or payments shall be made as specified in the Price Confirmation Sheet. Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the last given address, or delivered in person to said party authorized representative:

FIRM

Attn: _____

Address: _____

Phone: _____

FAX: _____

CITY

Attn: Karen D. Reddersen

Assistant Director of Internal Services – Procurement Division

CITY OF SALISBURY

125 N. Division St

Room 104

Salisbury, MD 21801-4940

Phone: 410-548-3190

Fax: 410-548-3192

Quantity: Unless excused by Force Majeure, failure on behalf of DELMARVA POWER

DELIVERY, or the CITY failure to perform, FIRM guarantees delivery of the 100% electricity supply to the CITY Delivery Point(s) is based on serving of the electric use of the CITY facilities determined based the historic electricity use and load profile information provided.

The FIRM warrants that the quantity of electricity will be the same as the amount reported by DELMARVA POWER DELIVERY.

Representations and Warranties: Each party represents and warrants to the other Party that it is qualified to conduct its business in the State of Maryland as is necessary to perform this Agreement and the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Law applicable. This Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending. Each party represents and warrants to the other that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it.

Severability: Except as otherwise stated herein, any provision or article declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement.

Subject to Appropriation The performance by the CITY of its payment obligations under this Agreement shall be subject to annual appropriation and the availability of funds.

Taxes: With respect to sales and purchases of Energy pursuant to this Agreement, FIRM shall be responsible for payment of taxes to generate, transport and deliver to the CITY's electricity service required to supply the meters and accounts identified.

The CITY is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and Transportation Taxes. This exemption cannot be used by FIRMS doing business with the CITY. FIRMS are responsible for all applicable Taxes on services furnished for the CITY.

Term: The contract term or contract duration is specified in the Agreement.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first above written.

FIRM: _____

BY _____

NAME_____

TITLE_____

(SEAL)

ATTEST_____

NAME_____

CITY OF SALISBURY

BY_____

NAME_____

TITLE_____

(SEAL)

ATTEST_____

NAME_____

ATTACHMENT C

Bid Price Proposal Form and Signature Sheet

**CITY OF SALISBURY
PURCHASING DEPARTMENT
SALISBURY, MARYLAND**

BID FOR CONTRACT NO. 104-09

**REQUEST FOR
ELECTRICITY SUPPLY SERVICES**

BID DATE/TIME: _____ 2009 at 12:30 pm (local time)

BIDDERS designated contact person who is available to answer questions from after the submission of Bid.

BIDDER: _____

Address: _____

Designated Contact Person: _____

Phone: _____

Email: _____

Cell Phone: _____

Answering Service or Alternate Phone Number: _____

Facsimile: _____

Federal Identification Number: _____

The BIDDER submitting Step Two Price Proposals shall include the following:

- (1) Transmittal Letter issued from the Chief Executive Officer or designee that the BIDDER agrees to the acceptance of the contract terms and conditions described in the final Electricity Purchase Agreement and this Solicitation Document and Addendum as an integral part of the Agreement.
- (2) BIDDERS must use this Bid Price Proposal Form and Signature Sheet provided by the Procurement Administrator to be considered responsive. **THIS IS A MANDATORY REQUIREMENT**
- (3) Attach a list of CITY Account numbers and location addresses included in the Bid Price shown on the BIDDERS confirming ATTACHMENT A. **THIS IS A MANDATORY REQUIREMENT**
- (4) BIDDERS can provide attachments to the Bid Price Proposal Form and Signature Sheet for price Option #4 with a note referring to all attachments.
- (5) Pricing shall be stated to the nearest 1,000th per kWh or kW (\$0.0000).

Base Bid Price #1 – “Fixed All-Inclusive” Price

1. Fixed price that is “all-inclusive”, with a price for all costs, including, but not limited to, service fees balancing fees, capacity charges, transmission charges, congestion charges, ancillary charges, demand charges, reliability pricing model charges, and energy supply service commodity charges with no surcharges for amounts over or under prior year’s or future year’s usage, effective on the Meter Read Date.
2. To be considered responsive to this request for solicitation for the Step Two Price Proposals, BIDDERS are required to submit prices for the Base Bid Price #1.
3. **THIS IS A MANDATORY PRICING REQUIREMENT**

LARGE GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			OE
KWH - No Capacity			

SMALL GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

OTHER ACCOUNTS _____

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

Base Bid Price #2 – “Fixed All-Inclusive” Excluding Reliability Pricing Model Charges

1. Fixed price that is “all-inclusive”, with a price for all costs, including, but not limited to, service fees balancing fees, capacity charges, transmission charges, congestion charges, ancillary charges, demand charges, and energy supply service commodity charges with no surcharges for amounts over or under prior year’s or future year’s usage excluding the Reliability Price Model Charges
2. Price Option is requested to provide the fixed costs for all items above, less the costs for the Reliability Pricing Model Charges.
3. To be considered responsive to this request for solicitation for the Step Two Price Proposals, BIDDERS are required to submit prices for the Base Bid Price #2.
4. **THIS IS A MANDATORY PRICING REQUIREMENT**

LARGE GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

SMALL GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

OTHER ACCOUNTS _____

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

Base Bid Price #3 “Fixed All-Inclusive” Price with 15% Renewable Energy Mix Starting

1. Base Bid Price to provide **the additional costs** to provide the actual electricity supply services for up to 15% of the CITY “Contract Quantity of Energy” from renewable energy resources from a qualified source.
2. **BIDDERS are strongly encouraged to submit prices for Base Bid #3.**

LARGE GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

SMALL GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

OTHER ACCOUNTS _____

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

Bidders Option Price #4: Bidders are permitted to propose a pricing approach that is the best interest of the CITY. BIDDER must submit pricing for the mandatory items above for consideration by the CITY of the BIDDER'S Option Price #4.

LARGE GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

SMALL GENERAL SERVICE ACCOUNTS

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

OTHER ACCOUNTS _____

PRICE UNIT	Base Bid (36 months)	Option A (24 months)	Option B (12 months)
KWH With Capacity			
KWH - No Capacity			

Check: ____ Prices attached for Option B
 ____ BIDDER not submitting pricing for Option B

Acknowledgement of Receipt of Bid Addendum: (Required)

BIDDERS MUST SIGN PROPER SPACE BELOW TO VALIDATE BID

I/We agree to furnish and deliver, in accordance with the accompanying specifications and conditions, for the prices listed on Bid Sheet Form, and the items on the attached sheet(s).

 Company (Print)

 Authorized Representative

 Name of Authorized Representative (Print)

Signature

 Address

 Title

 Federal I.D. Number

 Telephone Number

 Date Submitted

 Facsimile Number

ATTACHMENT D

DELMARVA POWER
DELIVERY SERVICE AREA

**AUTHORIZATION TO OBTAIN ELECTRIC BILLING, PAYMENT
HISTORY, AND ACCOUNT SERVICE DATA**

“Customer” Legal Name: City of Salisbury

Doing Business As: A Corporation

Date Established: 1872

Location Name: City of Salisbury

Address: 125 N. Division Street,
Salisbury, MD 21801-42740

Authorized Representative Name: Pamela B. Oland

Authorized Representative Title: Director of Internal Services

Alternate Authorized Representative Name: Karen D. Reddersen

Alternate Representative Title: Assistant Director of Internal Services – Procurement
Division

Authorized Representative Phone Number: 410-548-3190

Authorized Representative Fax: 410-548-3192

Has the “Customer” filed for bankruptcy within the last five years? No

Account Numbers and Location Addresses: Refer to ATTACHMENT A

AUTHORIZATION:

The “Customer” hereby authorizes the DELMARVA POWER Delivery Company to permit the authorized “*Licensed Electricity Service Supplier*” to directly receive “*Customers*” most recent twenty-four (24) months electricity account data and twelve (12) months of payment history for the Account Numbers with meters located at the address shown on ATTACHMENT A. The electric billing information may include information on service configuration, transformers, and descriptions of previous energy use. The authorized “*Licensed Electricity Service Supplier*” has the right to use the information provided and to retain the information in its files, and disclose it to any authorized employee, agent, or representative.

The authorized "Licensed Electricity Service Supplier" hereby agrees not to sell or otherwise disclose said information to any third party not authorized in writing by "Customer", for the purposes of such third party marketing to, or soliciting business from "Customer".

"Customer" hereby authorizes "Licensed Electricity Service Supplier" to process this Application for credit review and approval. All information provided will be held in strict confidence and used only by "Licensed Electricity Service Supplier" or its affiliates, in making its credit evaluation.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SIGNATOR IS AN AUTHORIZED REPRESENTATIVE OF THE "CUSTOMER" AND THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT AND ACCURATELY REFLECTS THE "CUSTOMER'S" CURRENT BUSINESS CONDITION.

On behalf of "Customer":

Signed: Pamela B. Oland
"Customer", Authorized Representative

Name: Pamela B. Oland

Title: Director of Internal Services

Date: 3/31/09

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SIGNATOR IS AN AUTHORIZED REPRESENTATIVE OF THE "LICENSED ELECTRICITY SERVICE SUPPLIER" AND AGREES TO THE CONDITIONS OF THIS AUTHORIZATION.

On behalf of the "Licensed Electricity Service Supplier":

Licensed Electricity Service Supplier: _____

Maryland License Number: _____

Signed: _____
"Licensed Electricity Service Supplier" Representative or Agent

Print Name: _____

Print Title: _____

Date: _____