



BRCPC

Baltimore Regional Cooperative Purchasing Committee

Visit our web site at <http://baltometro.org>

**REQUEST FOR PROPOSAL
TERM CONTRACT FOR ELECTRIC POWER PURCHASE
SOLICITATION NO. P-017**

Due Date: 10/02/09, Time: 2:00 PM

Pre-Proposal Conference: 08/18/09, Time: 1:30 PM

Direct all questions to the lead agency:

Stephen P. Myer, CPPB, Senior Buyer

Phone: (410) 887-3884

Email: smyer@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Bureau

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

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

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

BIDDER CHECKLIST

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-00
TERM CONTRACT FOR ELECTRIC POWER PURCHASE**

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BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)

GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS

- 1.1 Each of the participating jurisdictions hereto entered into a Revised and Restated Memorandum of Agreement for all BRCPC cooperative purchasing solicitations. The Revised and Restated Memorandum of Agreement is attached hereto and incorporated herein.
- 1.2 All bids must be clearly identified with the solicitation number, title of the solicitation and the due date and time. All bids are to be submitted on and in accordance with forms as required by the lead jurisdiction's Purchasing Agent ("Purchasing Agent") and which are available at the office of the Purchasing Agent.
- 1.3 Each bid shall be accompanied by the bidder's affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. Affidavit will be provided to bidders by the Purchasing Agent.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. If the bidder is a business entity, the bid shall be signed in ink (or in the case of electronic solicitation digitally) by a duly and legally authorized representative of the business entity. All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent in writing within 10 days before the scheduled opening of bids. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCPC.
- 1.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the Purchasing Agent's web site at www.baltimorecountymd.gov/purchasing. Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the Purchasing Agent's web site to obtain all addenda.

2. BID DEPOSIT

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

3. BASIS FOR AWARD OF CONTRACT

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

4. CASH DISCOUNT AND NET PAYMENTS

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

5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by each applicable participating jurisdiction.

- 5.2 If required or applicable, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction's contract.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when, in his reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation specifications and/or in any applicable participating jurisdiction's contract.
- 6.4 Unless otherwise provided for in the bid documents, the Purchasing Agent reserves the right to make the award of the solicitation on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the specifications and/or in each participating jurisdiction's contract.
- 7.2 All deliveries by a successful bidder shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.
- 7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the bid document and/or in each participating jurisdiction's resulting contract may be invoked at the discretion of each participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder.

These liquidated damages are reasonable estimate of the participating jurisdiction's damages solely due to the participating jurisdiction's and/or the public's loss of use due to the delivery failure or the period of delivery delay and are not a penalty. It is very difficult, if not impossible, to accurately measure the damages to a participating jurisdiction and/or the public due to the participating jurisdiction's and/or the public's loss of use due to delivery failure or the period of delivery delay. In addition to the damages due to the participating jurisdiction's and/or the public's loss of use due to delivery failure or the period of delivery delay, the participating jurisdiction is likely to incur additional direct costs, including but not limited to, costs for the participating jurisdiction's employees' time and other costs the participating jurisdiction will continue to incur for administration of its contract due to the delivery failure or the period of delivery delay, all of which will be monitored by the participating jurisdiction, and if so required by the participating jurisdiction, the successful bidder shall pay such actual damages incurred during the delay period.

THE PARTIES HERETO UNDERSTAND AND AGREE THAT SUCCESSFUL BIDDER'S OBLIGATION TO PAY THE PARTICIPATING JURISDICTION FOR ACTUAL DAMAGES DUE TO DELIVERY FAILURE OR DURING THE DELIVERY DELAY PERIOD SHALL BE IN ADDITION TO THE SUCCESSFUL BIDDER'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE

PARTICIPATING JURISDICTION'S AND/OR THE PUBLIC'S LOSS OF USE DURING SUCH PERIOD.

The participating jurisdiction shall have the right, but not the obligation, to deduct the liquidated damages due to the participating jurisdiction's and/or the public's loss of use, and the participating jurisdiction's actual costs and costs to continue administration of the contract, from any monies due or any monies that may become due to the successful bidder.

- 7.4 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

8. COMPETITION

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

9. HOLD HARMLESS/INDEMNIFICATION

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

10. INSURANCE

- 10.1 The successful bidder shall, at all times during the term of each and every participating jurisdiction's contract, maintain and keep in force such insurance as Worker's Compensation,

Liability, and Property Damage as will protect the successful bidder from claims under Workmen's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdiction's resulting contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.

10.2 Refer to the specifications for detailed insurance requirements. [Or insert the lead jurisdiction's requirements here.]

11 DISPUTES

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

12. TERMINATION

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

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

13. INTELLECTUAL PROPERTY

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

14. NON-ASSIGNMENT

No participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

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

16. AUTHORITY

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

17. FAILURE TO RESPOND

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

18. AVAILABILITY OF FUNDS

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

19. GOVERNING LAW

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

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

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

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

20. NON-WAIVER

Any waiver of any breach of covenants herein contained or in any participating jurisdiction's resulting contract to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise.

21. INTEGRATION

These bid documents and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and the applicable participating jurisdiction and any additions or modifications thereto may only be made in writing executed by the successful bidder and the applicable participating jurisdiction.

Any contract amendment of one participating jurisdiction shall not impact or effect any other participating jurisdiction's contract or BRCP.

22. SOCIO-ECONOMIC PROGRAMS

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

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted by any participating jurisdiction or BRCP.

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

1. TOBACCO PRODUCTS

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

2. CHILD SEX OFFENDER NOTIFICATION

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

- 2.2 A successful bidder and/or its agents working for the political subdivisions or the Board of Education, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
- 2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agent of the successful bidder conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors it used to perform the work. Violations of this provision may cause a participating jurisdiction or political subdivision, or Board of Education to take action against the successful bidder up to and including termination of the applicable contract.
- 2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which you are welcome to view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this General Term provision.

Additional General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

1.2 Unless a written exception detailing nonconformance to specifications is noted on the quotation, any part number, product number, etc., noted on the bid will be considered in full compliance with the specifications.

1.3 Submission of a bid in response to this solicitation evidences the bidder's acceptance of the Terms and Conditions therein.

2. Award of Solicitations

2.1 Awards on Requests for Quotations and Invitations to Bid will be made within ninety (90) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

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

2.3 BRCPC will not pay interest charges or other penalties for invoice payments made within the terms specified.

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

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

3. Reservations

3.1 The Purchasing Agent may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specification's intent, materially affect the operation for which the items or services are being purchased,

nor increase estimated maintenance and repair costs to BRCPC.

4. Delivery

4.1 All bidders and successful vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

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

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

6. Minority Business Enterprise (MBE) and Small Business Notice: Although there is no requirement that the contractor be an MBE, a Woman-Owned Enterprise (WBE), or a Small Business, M/MBE's and small businesses are encouraged to respond to this solicitation.

7. Authority

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

7.2 Bidders desiring to appeal a decision of the Purchasing Bureau must deliver written protests to the Purchasing Bureau within 10 days of notification of award. The Purchasing Agent or designee reviews the protested decision, and responds within 10 working days of receipt of protests.

Rev. 11/02

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

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

H. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The Business is a (Maryland) () corporation, that it (is) (is not) registered in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, that it (is) (is not) in good standing in the State of Maryland, and that it (has) (has not) filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If none, so state).

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. NONDISCRIMINATION IN EMPLOYMENT STATEMENT

I FURTHER AFFIRM THAT:

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

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

in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

L. FOREIGN CONTRACTS

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States. The disclosure shall be made to the Office of Budget and Finance, Purchasing Bureau.

M. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)



BALTIMORE COUNTY, MARYLAND

I - INSURANCE PROVISIONS – GENERAL LIABILITY II - HOLD HARMLESS/INDEMNIFICATION CLAUSE III - PROPERTY LOST, DAMAGED OR DESTROYED PROVISION

I. - INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

- 1.1 Coverages Required:
Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.
- 1.2 Evidence of Insurance Certificate:
Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with an Evidence of Insurance certificate provided by the County, or an exact replica thereof, evidencing the required coverages.
- 1.3 Baltimore County as Insured:
The liability coverage required must include Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured.
- 1.4 Contractor's/Vendor's Responsibility:
The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.
- 1.5 Failure to Provide Insurance:
Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

- 2.1 General Liability Insurance
- 2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence
- 2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.
- 2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.
- 2.1.4 Damages not to be Excluded:
Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in

the performance of the Contract pertaining to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

- 2.2.1 Minimum Limits of Coverage:
Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000 any one accident

2.2.2 Minimum Coverages to be Included:
Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including
Employers' Liability insurance with limits of at least:
Bodily Injury by Accident - \$250,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$250,000 each employee

II. - HOLD HARMLESS/INDEMNIFICATION CLAUSE

The CONTRACTOR/VENDOR shall protect, hold free and harmless, defend and indemnify BALTIMORE COUNTY (including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorneys' fees) resulting from INJURY TO, OR DEATH OF, ANY PERSON OR DAMAGE TO PROPERTY OF ANY KIND, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this Contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's/Vendor's agents or employees; EXCEPT that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence of Baltimore County, its officers, agents and employees, including all liability for benefits under the Workers' Compensation Statute.

III. - PROPERTY LOST, DAMAGED OR DESTROYED

Any property or work to be provided by Contractor/Vendor will remain at the Contractor's/Vendor's risk until written acceptance by Baltimore County; and the Contractor/Vendor will replace, at Contractor's/Vendor's expense, all property or work lost, damaged or destroyed by any cause whatsoever.



**BALTIMORE COUNTY, MARYLAND
EVIDENCE OF INSURANCE**

THIS FORM MUST BE COMPLETED BY AUTHORIZED REPRESENTATIVE OF INSURANCE COMPANY OR INSURANCE AGENCY.

THE CONTRACTOR/VENDOR MUST MAINTAIN THE INSURANCE COVERAGES REQUIRED UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT WHILE THIS CONTRACT IS IN EFFECT INCLUDING RENEWAL TERMS.

**TO: BALTIMORE COUNTY, MARYLAND
PURCHASING BUREAU
400 Washington Avenue, Room 148
Towson, Maryland 21204**

Solicitation/Contract/Purchase Order No.

Name of Contractor/Vendor

THIS IS TO CERTIFY THAT:

- (1) The undersigned has received and reviewed the **INSURANCE PROVISIONS** of the above-numbered Solicitation/Contract/ Purchase Order No.; and
- (2) This is evidence that insurance as identified above has been issued, is in force, and conveys all the rights and privileges afforded under the policy; and
- (3) The Contractor/Vendor has the following insurance coverage naming Baltimore County, Maryland and its agents, employees, officers, directors, and appointed and elected officials as an additional insured in conformity with the above provisions relating to the following:

<u>Type of Insurance</u>	<u>Insurance Company</u>	<u>Policy Number</u>
General Liability	_____	_____
Automobile Liability	_____	_____
Worker's Compensation and Employers' Liability	_____	_____

THE UNDERSIGNED AGREES that should any of the insurance coverages indicated above be cancelled, not renewed, or changed in such a manner as would make the coverage not in conformity with the provisions mentioned above, thirty (30) days advance written notice shall be given to BALTIMORE COUNTY, MARYLAND at the address shown above; EXCEPT IN THE CASE OF NON-RENEWAL, notice shall be given as soon as known, if that be less than thirty (30) days, but in no event, less than (10) days. This notice requirement shall be reduced to only ten (10) days in case of cancellation for non-payment of insurance premiums for the coverages certified. All notice requirements shall identify the Contractor/Vendor and the number of the Solicitation/Contract/Purchase Order No.

Name of Insurance Company or Agency

Signature of Authorized Representative of Insurance Company or Agency

Address

Type/Print Name

City, State, Zip Code

Date

Area Code/Telephone No.

This Evidence of Insurance was adopted to eliminate the uncertainty regarding different forms of such documents and to reduce clerical errors. The use of this form should eliminate the need for securing documents showing renewals of insurance coverage and result in a more efficient administration of such documents by Baltimore County. In the event of any conflict between the Evidence of Insurance form and any subsequent ACORD forms, the Baltimore County's Evidence of Insurance form shall prevail.

MINORITY BUSINESS ENTERPRISES PARTICIPATION

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET AND FINANCE, PURCHASING BUREAU

GENERAL

County Policy: It is the policy of Baltimore County, Maryland that minority business enterprises and women business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole by County funds. A minimum goal of 12% is to be awarded, in the aggregate, to MBE firms.

Responsibility: The bidder agrees to ensure that minority business enterprises and female contractors as defined by the Executive Order have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole with County funds provided under this Agreement. In this regard, all bidders shall take all necessary and reasonable steps to ensure that minority business enterprises and female contractors have the maximum opportunity to compete for and perform contracts. Baltimore County, Maryland, and its bidders shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

DEFINITIONS

For the purpose of these requirements, the following terms apply:

APPROVED MBE LISTINGS

Published compilations of approved and certified minority businesses, contractors, subcontractors, material suppliers, etc.:

DIRECTORY OF MINORITY BUSINESS ENTERPRISE (MDOT),
MINORITY BUSINESS DIRECTORY OF THE CITY OF BALTIMORE.

BC DPW

Baltimore County Department of Public Works.

BC MBE OFFICER

The Baltimore County employee who provides guidance to the County on MBE-related matters pertaining to applicable procurements.

BUSINESS ENTERPRISE

Any legal entity which is organized in any form other than as a joint venture (e.g., sole proprietorship, partnership, corporation, etc.) to engage in lawful commercial transactions.

COUNTY

Baltimore County, Maryland

COUNTY REPRESENTATIVE

MBE Officer or an employee of the County who deals with laws and regulations pertaining to minority business enterprises – Can be reached at (410) 887-3407 for more information regarding the MBE program.

MINORITY BUSINESS ENTERPRISE (MBE)

A business which is owned and controlled by one or more minority persons or one or more women as defined below:

Minority: An individual who is black, Hispanic, Asian American, or American Indian, regardless of race or ethnicity, pursuant to the County's Minority Business Enterprise Program guidelines.

Women: A female, regardless of race or ethnic background.

Owned and controlled: A small business which is:

A sole proprietorship legitimately owned by a individual who is a minority person;

A partnership controlled by minority persons and in which at least 51% of the ownership is held by minority persons;
or

A corporation controlled by minority persons and in which at least 51% of the ownership and managerial control is held by minority persons pursuant to the County's Minority Business Enterprise Program guidelines.

MBE PARTICIPATION PROGRAM

The following documents submitted by the bidder or the proposer pursuant to the bid solicitation:

Schedule for Participation of Minority Business Enterprises;

Minority Contractor Project Disclosure and Participation Statement;

Minority Contractor Unavailability Certificate (if appropriate);

MDOT

Maryland Department of Transportation.

BIDDER'S ACTION

Seeking Commitments: The bidder will seek commitments, by subcontract or otherwise, from minority business enterprises for supplies and services, any combined value of which equals or exceeds the appropriate percent of the total value of the contract.

Expenditures for Materials and Supplies: A bidder may count toward its MBE goal expenditures for materials and supplies obtained from MBE suppliers and manufacturers, provided that the MBE's assume the actual and contractual responsibility for the provision of the materials and supplies.

Information to be Supplied: The apparent low bidder shall submit to the County, with their bid, the following information:

- a. The name of an employee designated as the bidder's liaison officer for minority affairs.
- b. A completed Schedule for Participation of Minority Business Enterprises from among those names appearing in the Approved MBE Listings.
- c. A Minority Contractor Project Disclosure and Participation Statement, completed and signed by the prime contractor and minority business enterprise for each minority business listed in the Schedule of Participation.
- d. If the proposed MBE participation does not meet the MBE contract goal, information sufficient to demonstrate that the bidder has made every effort to meet these goal will be required.

RECORDS AND REPORTS

Records to be Kept: The bidder will keep such records as are necessary to determine compliance with its minority business enterprise utilization obligations. These records to be kept by the bidder will be designed to indicate:

- a. The actual minority and non-minority contractors, type of work being performed and actual values of work, services and procurement.
- b. Documentation of all correspondence, contacts, telephone calls, etc., to obtain services of minority business enterprises on this project.

Quarterly Reports: The bidder will submit reports on a quarterly basis of contracts and other business transactions executed with minority business enterprises. These reports will be submitted within the first week of the month following the end of the quarter. If the bidder cannot submit his/her report on time, he/she will notify the Representative and request additional time to submit the report. Failure of the bidder to report in a timely manner may result in a finding of noncompliance. Additional reports may be required by the County upon written request.

Retaining Records: All such records must be retained for 3 years following completion of the contract work and be available for inspection by the County.

ADMINISTRATIVE PROCEDURES FOR ENFORCEMENT

Investigation and Notification: Whenever the County believes the bidder or any subcontractor may not be operating in compliance with the terms of these provisions, the County Representative will conduct an investigation. If the County Representative finds the bidder or any subcontractor not in compliance with these provisions, he/she will notify such contractors in writing of such steps as will, in the judgment of the County, bring such contractor into compliance.

Report of Noncompliance: If the contractor fails or refuses to perform fully such steps, the Representative will make a final report of noncompliance to the County for possible imposition of one or more of the sanctions listed below:

- a. Termination of the contract;
- b. Withholding a percentage of progress payment;
- c. Referral to the Office of the County Attorney for follow-up action;
- d. Denial to the contractor or any subcontractor of the right to participate in any future contracts awarded by the County;
- e. Other action, as appropriate, within the discretion of the County.

DETERMINATION OF BID RESPONSIVENESS

Request for Deviation: If the bidder is unable to procure from minority business enterprises (by subcontract or otherwise), supplies and services, any combined value of which equals the appropriate percent of the total value of the contract, he/she will request, in writing, a deviation from goal requirements. This request will be reviewed by the BC MBE Officer. To obtain such a waiver, the bidder must submit the following information:

- a. A detailed statement of the efforts made to contact and negotiate with MBE's including: (1) the dates, names, addresses and telephone numbers of MBE's who were contacted; (2) a description of the information provided to MBE's regarding the work to be performed; and (3) a detailed statement of the reasons why additional prospective agreements with MBE's were not reached.
- b. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBE's in order to increase the likelihood of achieving the goals.
- c. For each MBE contacted but considered not qualified, a detailed statement of the reasons for the bidder's conclusion.
- d. For each MBE contacted, but unavailable:
 - (1) A Minority Contractor Unavailability Certificate signed by the Minority Business Enterprise, or
 - (2) A statement from the bidder that the MBE refused to give such written certification after reasonable request.

Penalties: The apparent low bidder's failure to perform in providing a responsive MBE Program as required may result in rejection of the bid. Award may be made to the next lowest responsive, responsible bidder, or, at the County's option, the work may be resolicited.

Cooperation in Reviews: The bidder will cooperate with the County Representative in any reviews of the contractor's procedures and practices with respect to MBEs which the Representative may from time to time conduct.

Approval Required for Changes: During the life of the contract, all plans to modify the approved MBE participation program will require the approval of the County/BC MBE Officer. This includes any changes to the items of work to be sublet or materials and services to be obtained which differ from those considered in the original MBE participation program.

False, Misleading or Misrepresenting Information: If the documents used to determine the status of an MBE contain false, misleading or misrepresenting information, the matter may be referred to the Office of Law for appropriate action. In addition, when directed by the County, the Contractor will terminate, without liability to the County, its contract with a disqualified MBE and promptly submit for approval, the contractor's plans for maintaining the appropriate MBE participation on the project.

MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT
Baltimore County, Maryland
Minority Owned and Controlled
 (If any item does not apply, please mark "N/A")

1. PRIME CONTRACTOR – (NAME AND COMPLETE ADDRESS)	2. SOLICITATION NUMBER:
	3. SOLICITATION TITLE:

4. MINORITY FIRM: (Check One) ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

5. THE UNDERSIGNED MINORITY FIRM IS PREPARED TO PERFORM THE WORK/SERVICE HEREIN DESCRIBED IN CONNECTION WITH THE CONTRACT.

Item Number: _____ Work or Service: _____

Agreed Dollar Amount for Supplies/Service: \$ _____
 Agreed Dollar Amount for Subcontracting: \$ _____

Contract Begin Date	Contract Completion Date

6. MINORITY FIRM'S SUPERVISION
STAFF TO INCLUDE FOREMEN

Name: _____
 Address: _____
 Cell Ph No.: _____

Title: _____

7. PERCENTAGE OF WORK PERFORMED BY OTHER THAN OWN WORK FORCE: (Include Name and Address of Company)

Name _____ %
 Address _____

8. STATE THE TERMS OF ANY ORAL OR WRITTEN AGREEMENT(S) OR UNDERSTANDING(S) WITH NON-MINORITY PERSONS OR FIRMS RELATING TO ASSISTANCE, FINANCIAL OR OTHERWISE, TO BE PROVIDED BY SAID PERSONS OR FIRMS.

THE UNDERSIGNED MINORITY FIRM WILL ENTER INTO A CONTRACT WITH _____
 (INSERT PRIME CONTRACTOR)
 FOR THE WORK/SERVICE INDICATED ABOVE UPON THE PRIME CONTRACTOR'S EXECUTION OF A CONTRACT WITH BALTIMORE COUNTY. THE UNDERSIGNED MINORITY FIRM HAS BEEN REVIEWED AND APPROVED BY THE STATE OF MARYLAND OR THE CITY OF BALTIMORE AS A MINORITY BUSINESS ENTERPRISE AS OF _____
 (Date) (Certification Number)

 SIGNATURE – MINORITY FIRM

 Print or Type Name of Firm

 Street Address

 City State Zip Code Date

 Federal Employer Identification Number (FEIN):

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE

 SIGNATURE – PRIME CONTRACTOR

 Print or Type Name of Firm

 Street Address

 City State Zip Code Date

 Federal Employer Identification Number (FEIN)

MINORITY CONTRACTOR PROJECT DISCLOSURE AND PARTICIPATION STATEMENT

Baltimore County, Maryland
Woman Owned and Controlled
(If any item does not apply, please mark "N/A")

1. PRIME CONTRACTOR – (NAME AND COMPLETE ADDRESS)

2. SOLICITATION NUMBER:

3. SOLICITATION TITLE:

4. MINORITY FIRM: (Check One) ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

5. THE UNDERSIGNED MINORITY FIRM IS PREPARED TO PERFORM THE WORK/SERVICE HEREIN DESCRIBED IN CONNECTION WITH THE CONTRACT.

Item Number: _____ Work or Service: _____

Agreed Dollar Amount for Supplies/Service: \$ _____

Agreed Dollar Amount for Subcontracting: \$ _____

**Contract
Begin Date****Contract
Completion Date**6. MINORITY FIRM'S SUPERVISION
STAFF TO INCLUDE FOREMEN

Name: _____

Address: _____

Cell Ph No.: _____

Title: _____

7. PERCENTAGE OF WORK PERFORMED BY OTHER THAN OWN WORK FORCE: (Include Name and Address of Company)

Name _____ %

Address _____

8. STATE THE TERMS OF ANY ORAL OR WRITTEN AGREEMENT(S) OR UNDERSTANDING(S) WITH NON-MINORITY PERSONS OR FIRMS RELATING TO ASSISTANCE, FINANCIAL OR OTHERWISE, TO BE PROVIDED BY SAID PERSONS OR FIRMS.

THE UNDERSIGNED MINORITY FIRM WILL ENTER INTO A CONTRACT WITH _____

(INSERT PRIME CONTRACTOR)

FOR THE WORK/SERVICE INDICATED ABOVE UPON THE PRIME CONTRACTOR'S EXECUTION OF A CONTRACT WITH BALTIMORE COUNTY. THE UNDERSIGNED MINORITY FIRM HAS BEEN REVIEWED AND APPROVED BY THE STATE OF MARYLAND OR THE CITY OF BALTIMORE AS A MINORITY BUSINESS ENTERPRISE AS OF _____

(Date)

(Certification Number)

SIGNATURE – MINORITY FIRM

Print or Type Name of Firm

Street Address

City

State

Zip Code

Date

Federal Employer Identification Number (FEIN):

I AGREE TO THE TERMS AND CONDITIONS STATED ABOVE

SIGNATURE – PRIME CONTRACTOR

Print or Type Name of Firm

Street Address

City

State

Zip Code

Date

Federal Employer Identification Number (FEIN)

SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

Baltimore County, Maryland
Minority Owned and Controlled
(If any Item does not apply, please mark "N/A")

1. PRIME CONTRACTOR, NAME OF FIRM, ADDRESS (No., Street, City, State, Zip) TELEPHONE NO.

2. SOLICITATION TITLE

3. SOLICITATION NUMBER 4. \$ TOTAL CONTRACT DOLLAR AMOUNT

5. LIST THE DATA REQUESTED FOR EACH MINORITY IN FIRM , INVOLVED IN THIS CONTRACT:

a. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

Item No. and Description of work or service to be performed:

Contract Begin Date Contract Completion Date
Agreed Dollar Amount for Supplies/Services: \$ Agreed Dollar Amount for Subcontracting: \$

b. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

Item No. and Description of work or service to be performed:

Contract Begin Date Contract Completion Date
Agreed Dollar Amount for Supplies/Services: \$ Agreed Dollar Amount for Subcontracting: \$

c. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

Item No. and Description of work or service to be performed:

Contract Begin Date Contract Completion Date
Agreed Dollar Amount for Supplies/Services: \$ Agreed Dollar Amount for Subcontracting: \$

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$

MINORITY FIRMS TOTAL PERCENTAGE: %

7. THIS FORM PREPARED BY: Full Name Title Date

DO NOT WRITE BELOW THIS LINE – BC USE ONLY

APPROVED: ☐ Yes ☐ No

DATE: _____

SIGNATURE – County Minority Business Enterprise Officer

SCHEDULE FOR PARTICIPATION OF MINORITY BUSINESS ENTERPRISES

Baltimore County, Maryland
Woman Owned and Controlled
(If any Item does not apply, please mark "N/A")

1. PRIME CONTRACTOR, NAME OF FIRM, ADDRESS (No., Street, City, State, Zip) TELEPHONE NO.

2. SOLICITATION TITLE

3. SOLICITATION NUMBER 4. \$ TOTAL CONTRACT DOLLAR AMOUNT

5. LIST THE DATA REQUESTED FOR EACH MINORITY IN FIRM , INVOLVED IN THIS CONTRACT:

a. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

Item No. and Description of work or service to be performed:

Contract Begin Date Contract Completion Date
Agreed Dollar Amount for Supplies/Services: \$ Agreed Dollar Amount for Subcontracting: \$

b. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

Item No. and Description of work or service to be performed:

Contract Begin Date Contract Completion Date
Agreed Dollar Amount for Supplies/Services: \$ Agreed Dollar Amount for Subcontracting: \$

c. MINORITY FIRM

(Name of Firm) Percentage of Total Contract
(Address) %
(City) (State) (Zip)

Item No. and Description of work or service to be performed:

Contract Begin Date Contract Completion Date
Agreed Dollar Amount for Supplies/Services: \$ Agreed Dollar Amount for Subcontracting: \$

6. MINORITY FIRMS TOTAL DOLLAR AMOUNT: \$

MINORITY FIRMS TOTAL PERCENTAGE: %

7. THIS FORM PREPARED BY: Full Name Title Date

DO NOT WRITE BELOW THIS LINE – BC USE ONLY

APPROVED: ☐ Yes ☐ No

DATE: _____

SIGNATURE – County Minority Business Enterprise Officer

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE
Baltimore County, Maryland

1. IT IS HEREBY CERTIFIED THAT THE FIRM OF _____
(Name of Firm)

on _____

Street Address City State Zip Code Date

CONTACTED THE MINORITY BUSINESS ENTERPRISE _____

(Name of Minority Business)

IS SEEKING TO OBTAIN A BID

Street Address City State Zip Code

FOR WORK/SERVICE IN RELATION TO SOLICITATION NUMBER _____ .

2. ITEM NUMBER AND DESCRIPTION OF WORK/SERVICE REQUESTED:

3. FORM OF BID SOUGHT:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID MINORITY BUSINESS ENTERPRISE IS
EITHER UNAVAILABLE FOR THE WORK/SERVICE IN RELATION TO SOLICITATION NUMBER
_____ OR IS UNABLE TO PREPARE A BID FOR THE FOLLOWING REASON(S):

Name: First Middle Last Title: _____

Street Address City State Zip Code

Signature _____

4. IT IS HEREBY CERTIFIED THAT THE FIRM OF _____
Name of Minority Firm

Street Address City State Zip Code

was offered an opportunity to bid on solicitation number _____ on _____
(Date)

by

_____, _____, _____
(Name) (Title) (Firm Name)

the above statement is a true and accurate account of why the firm of _____
(Name of Minority Firm)

did not submit a bid. _____ .

Name

Title

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND
SECURE TO THE OUTSIDE OF YOUR
RESPONSE ENVELOPE OR CARTON.*

REQUEST FOR PROPOSAL	
NO. P-017 10/02/09, 2:00 PM TERM CONTRACT FOR ELECTRIC POWER PURCHASE	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING BUREAU 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

BE SURE TO SEPARATE THE PRICE PROPOSALS FROM THE TECHNICAL PROPOSALS. PRICE AND TECHNICAL PROPOSALS MUST BE BOUND SEPARATELY SO THAT EVALUATORS CAN REVIEW THE TECHNICAL PROPOSALS WITHOUT KNOWLEDGE OF THE PRICE PROPOSALS.

PLEASE USE THE LABELS BELOW TO CLEARLY MARK THE OUTSIDE OF BOTH THE TECHNICAL PROPOSALS AND PRICE PROPOSALS WITHIN YOUR ENVELOPE OR CARTON.

TECHNICAL PROPOSAL

PRICE PROPOSAL

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-017
TERM CONTRACT FOR ELECTRIC POWER PURCHASE
GENERAL CONDITIONS**

1. BACKGROUND

- 1.1 The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is a purchasing consortium consisting of county and local government jurisdictions in the Central Maryland region. In existence since 1968, BRCPC has purchased electricity cooperatively since deregulation of the Maryland power market began. From 2000 through 2005, purchases have consisted of full requirements fixed rate pricing through a traditional government public bid process.

In June, 2006, BRCPC instituted a new strategy based on purchasing electricity on an hourly (Locational Marginal Price –LMP) and fixed rate block purchasing structure. Energy price risk has been managed in conjunction with an approved risk management policy. To implement the new strategy, BRCPC contracted with a Maryland licensed Electric Supply Service Provider to enable it to access the hourly and fixed rate block markets.

- 1.2 BRCPC engaged the services of South River Consulting (SRC), an independent energy advisory consultant to assist in developing and executing the new strategy, to provide ongoing risk management and measurement, and to provide energy budgeting.
- 1.3 Since its inception in 2006, the new strategy has achieved great success for the participating BRCPC jurisdictions yielding over \$ 20 million in savings over traditional public procurement method. However, in June 2007, the Federal Energy Regulatory Commission (FERC) issued a new pricing structure for capacity purchases by regional transmission organizations' members. This new pricing structure has severely escalated capacity costs for BRCPC. As a result, BRCPC, with the assistance of SRC, developed a new procurement strategy for long term block purchases in order to encourage the construction of new power generation facilities in the Baltimore Gas and Electric/PEPCO zones of the PJM electric power grid system.

2. SCOPE

- 2.1 The purpose of this procurement is to solicit offers from qualified developers of generation facilities ("Contractors") in order to select one or more of these Contractors to supply BRCPC with long term blocks of electric power to enable BRCPC to execute its new electric procurement strategy for long term hedging. An electric purchase and supply agreement will be executed between each Contractor and each of the BRCPC participating jurisdictions. The maximum long term block of electric power to be purchased by BRCPC collectively from each Contractor is 25MW round the clock. **BRCPC shall only purchase electric power if and when the Contractor produces the power. The purpose of this power purchase term contract is to buy power, not to fund the capitalization of the power generation facilities.**

2.2 The following jurisdictions are participating in this procurement as members of the BRCPC purchasing consortium. Each jurisdiction will be contracting with the successful offeror separately as a result of the award of contract by Baltimore County Purchasing Bureau, the lead jurisdiction.

- Anne Arundel County Government
- Anne Arundel County Community College
- Baltimore City Government
- Baltimore County Government
- Baltimore County Revenue Authority
- Baltimore County Libraries
- Community College of Baltimore County
- Baltimore County Public Schools
- City of Annapolis
- Carroll County Government
- City of Bowie
- Harford County Government
- Harford County Public Schools
- Harford County Community College
- Howard County Government
- Howard County Community College
- Baltimore Museum of Art
- Baltimore City Public Schools
- City of Aberdeen
- Walters Art Museum
- Baltimore City Housing Authority
- Anne Arundel County Public Schools

2.3 The Contractor's generation facility may be fueled by fossil fuels or any of the approved State of Maryland Tier I or Tier II green power sources including but not limited to wind, solar, landfill gas, hydroelectric, geothermal, biomass gases, and waste to energy.

2.4 Each Contractor shall provide electric power up to 25MW round the clock for a ten-year term. Each Contractor shall also provide all rights to the capacity and renewable energy credits.

2.5 Each Contractor's new generation facilities must have been located in the Baltimore Gas and Electric/PEPCO zones. Each Contractor must have site control, a viable development plan to support the contract time frame and no incumbent ownership or control of power generation. The contract timeframe milestones for development and construction of the new generation facilities are as follows.

2.4.1 Securing permits: 18 monthly

2.4.2 Finding fuel supply necessary to support the generation facilities for the entire length of the contract including all renewals : 30 months

2.4.3 Establishment of funding for the new facilities: 12 months

2.4.4 Construction phase (contracting process, ground breaking, construction, start-up of facilities): 18 months

- 2.4.5 The entire timeframe shall not exceed 48 months; Section 2.4.2 shall parallel the other timeframes.
- 2.6 Each Contractor must maintain sufficient investment grade credit or collateral to fund, develop, construct, and operate the new generation facilities. The sales transaction for the electric power supplied to BRCPC must be conducted with BRCPC's current Maryland licensed Electric Supply Service Provider who has established a PJM sub account for all the BRCPC electric accounts.
- 2.7 Each Contractor must meet each contract timeframe milestones listed in Section 2.4. Failure to meet any milestone may be sufficient grounds for all the participating BRCPC jurisdictions to collectively terminate the contract. BRCPC reserves the right to approve extensions to any milestone.

3. PROPOSAL REQUIREMENTS

- 3.1 Each Offeror's proposal must include the following:
 - 3.1.1 Statement of compliance with scope/structure or alternatives.
 - 3.1.2 Statement of product and market experience
 - 3.1.3 Financial
 - 3.1.4.1 Financial statements (most recent 3 years)
 - 3.1.4.2 Corporate structure
 - 3.1.4.3 Guaranty and or surety
 - 3.1.4 Customer references (5)
 - 3.1.5 Business plan for construction and development of generation facility
 - 3.1.5.1 Type and capacity of generation
 - 3.1.5.2 Funding plan and marketing strategy
 - 3.1.5.3 Construction and development time line and schedule
 - 3.1.5.4 Plan for PJM Membership in good standing, Maryland Supplier License, and EDI qualification with BGE
 - 3.1.5.5 Economic development footprint and the impact of reusing the site
 - 3.1.6 MBE / WBE business utilization plan.
 - 3.1.7 Electric power purchase price (Submit price sheet in separate sealed price proposal envelope.)

- 3.2 An electronic file of all current BRCPC electricity accounts can be accessed by emailing Noel Chesser, South River Consulting, at noel-chesser@sriverconsulting.com.

4. PROCUREMENT SCHEDULE

- | | | | |
|------|--------------------------------------|---|--|
| 4.1 | August 11, 2009 | - | RFP advertised on Baltimore County web site. |
| 4.2 | August 18, 2009 | - | Pre-Proposal Conference. |
| 4.3 | August 31, 2009 | - | Solicitation Amendment issued (if needed). |
| 4.4 | October 2, 2009 | - | Proposals Opened. |
| 4.5 | October 13, 2009 | - | Evaluation Committee meets to short list Offerors. |
| 4.6 | October 26, 2009 – November 13, 2009 | - | Oral Discussions. |
| 4.7 | November 20, 2009 | - | Contractor Selected. |
| 4.8 | November 23, 2009 – December 4, 2009 | - | Contract documents drafted and approved. |
| 4.9 | December 8, 2009 – January 31, 2010 | - | Contract documents executed and Contract awarded. |
| 4.10 | February 1, 2010 | - | Contract Start-Up. |

5. **TERM OF AGREEMENT.** The term of this contract shall be for ten (10) years from the date that the Contractor's generation facilities are fully operational and producing electric power.

6. **PRE-PROPOSAL CONFERENCE.** A pre-proposal conference is scheduled for Tuesday, August 18, 2009 at 1:30 p.m., at the Baltimore Metropolitan Council, 2700 Lighthouse Point East, Suite 310, Baltimore, Maryland 21224-4774.

7. QUESTIONS AND INQUIRIES; ADDENDA.

- 7.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountyonline.info/purchasing.
- 7.2 Offerors must acknowledge, in writing, receipt of all addenda in the text of their proposals. All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Bureau. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.
- 7.3 **The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.**

8. EVALUATION OF OFFERS. Award will be made to the responsible Offeror whose proposal best meets the needs of the County as set forth herein.

8.1 Proposals will be evaluated based on the following criteria, listed in order of importance.

8.1.1 Experience with power generation and compliance with scope

8.1.2 Financial stability, credit/security.

8.1.3 Economic development footprint and site impact

8.1.4 Incorporation of green power

8.1.5 Minority enterprise business utilization

8.1.6 Electric power price (price proposal page)

8.2 After consideration of the factors set forth in this RFP, the committee will recommend award to the Offeror whose proposal is most advantageous to the County.

8.3 This RFP will result in the submission of "proposals" (not "bids"), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with Offerors and invite "best and final offers" as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County's sole discretion.

8.4 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.

8.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

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

10. CONTRACTOR QUALIFICATIONS.

10.1 At the option of the County, Offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.

10.2 Offerors must provide at least five (5) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past ten (10) years.

10.3 Prior to award of this contract, the County reserves the right to inspect the facilities of any responsive Offeror. The reputation of bidders regarding adequacy of their resources and facilities, and past records of their skillful performance of work of the type and magnitude required herein shall be considered when making the award.

11. **SUBMITTAL PROCESS AND REQUIRED COPIES.** Each Offeror shall submit **one original, clearly marked as such, and nine (9) copies** of the complete proposal. The cost of preparing proposals is the responsibility of Offerors. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring a pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
- 11.1 Proposals must be securely sealed and addressed to the Baltimore County Purchasing Bureau, 400 Washington Avenue, Room 148, Towson, Maryland 21204 using the label provided in the solicitation package. Copies of the label must be made for multiple packages.
- 11.2 Technical and price proposals are to be mailed together in one package, but the Technical and Price Proposals must be bound separately. There shall be no reference to the price of products and services in the Technical Proposal. Proposals may be either mailed or hand-delivered. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for actual delivery of the proposal to the proper County office before the deadline. All timely proposals become the property of the County.
- 11.3 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.
- 11.4 Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer, and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders, and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.
- 11.5 Each proposal shall be accompanied by an executed procurement affidavit which is provided by the Purchasing Bureau in the solicitation package.
12. **FUNDING OUT.** If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, each entity shall have the right to terminate the contract without any obligation or penalty.
13. **COOPERATIVE PURCHASE**
- 13.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- 13.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

14. **MINORITY ENTERPRISE BUSINESS UTILIZATION.** The Contractor shall utilize its best efforts to involve certified Minority Owned Business Enterprises and Women Owned Business Enterprises in its performance of this Agreement. Prior to contract award, the successful Offeror shall develop and deliver a plan to achieve such involvement, which shall be in effect throughout the term of this contract. The Contractor shall not be required to meet any numerical participation goals set pursuant to the MBE/WBE Program, since the establishment of any such goals is inappropriate at this stage of the development of the competitive electricity supply industry. Nevertheless, the Contractor shall utilize its best efforts to advance the interests of minority and women-owned businesses in the competitive electricity supply industry in general and in its organization in particular, through mentoring programs and subcontracts with minority and women-owned businesses.

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-017
TERM CONTRACT FOR ELECTRIC POWER PURCHASE
Due Date: 10/02/09, Time: 2:00 P.M.**

BID SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY THE INDIVIDUAL PROPOSAL OFFEROR OR BY AUTHORIZED OFFICIAL IN THE FIRM ACKNOWLEDGING AND ACCEPTING ALL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL.

COMPANY NAME: _____

ADDRESS: _____

(City)

(State)

(Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

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

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

_____ We wish to submit a "NO BID" at this time, but request that our company remain on your bidders list for this commodity/service.

_____ We do not offer this commodity/service; please delete our company from future bid lists for this commodity/service.

Is your company a certified Minority Business Enterprise either by the Maryland Department of Transportation (MDOT) or the City of Baltimore? _____ No _____ Yes

If yes, indicate your certification number: _____

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

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

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

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at www.baltimorecountyonline.info/purchasing.

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-017
TERM CONTRACT FOR ELECTRIC POWER PURCHASE
Due Date: 10/02/09, Time: 2:00 P.M.

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	UNIT	UNIT PRICE
1	COMMODITY CODE: 961-85 Electric Power Purchase, 25MW, Round The Clock, as per specifications.	MWh	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

CONTRACT

THIS AGREEMENT made this ____ day of _____, ____, (the "Agreement") is by and between [BRCPC Entity, Maryland], a body corporate and politic, (hereinafter "Entity") and **[NAME AND ADDRESS OF CONTRACTOR]** (hereinafter the "Contractor").

WHEREAS, the Entity is a governmental entity, involved with numerous other governmental entities, in the cooperative purchasing committee of the Baltimore Metropolitan Council, Inc. (each entity including the Entity is a "Participating Entity", and all entities, collectively, are the "Participating Entities") constituting the Baltimore Regional Cooperative Purchasing Committee ("BRCPC"); and

WHEREAS, the said Contractor, hereby covenants and agreement to perform all services and deliver all goods, in strict and entire conformity with the Attached A entitled, "Services to be Performed/Goods To Be Provided", and the Request for Proposal Bid No. _____, as amended, and the Contractor's response thereto dated _____ (collectively, the "Bid").

WHEREAS, the objective of the BRCPC is for one government entity, this instance Baltimore County, to issue a solicitation for a particular procurement matter, the specifications of which represent the needs of all Participating Entities. Each Participating Entity enters into its own individual contract with the successful bidder and in this instance, the Contractor.

WHEREAS, This cooperative and collective solicitation process seeks to lower administrative costs of Participating Entities by avoiding duplication of effort, obtain better prices through economies of scale, and exchange information and expertise. This effort, known as cooperative purchasing, has further benefits of encouraging product improvement and standardization, promoting exchange of technical information and management techniques, providing a forum for common problem solving and promoting the use of best practices in regional public procurement.

WHEREAS, each such individual contract represents an independent contract between that Participating Entity and the Contractor, and therefore, any contract action by one Participating Entity, including, but not limited to, termination for cause or convenience, shall not bind or create any legal obligation, duty or responsibility of any kind or extent to BRCPC or any other Participating Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. **Contractor's Duties.**

1.1 The Contractor, in consideration of the payments hereinafter specified and agreed to be made by the Entity, hereby covenants and agrees to perform all services and provide all goods, in strict and entire conformity with the Attachment A entitled, "Services to be Performed/Goods to be Provided", the Request for Proposal Bid No. _____, as amended, and the Contractor's response thereto

dated _____, 2009 (collectively, the "Bid") attached hereto and incorporated herein by reference.

1.2 The Contractor shall be an independent Contractor and not an employee of the Entity, and shall be responsible for the reporting and remittance of all state and federal taxes of any kind or nature. The Contractor shall provide the services and goods, as applicable, with due care and in a manner satisfactory to the Entity, and in accordance with all applicable professional standards, laws, regulations and the Bid.

1.3 Notwithstanding any other terms or provisions of this Agreement, in the event the Entity is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Entity's legislative authority, by a court of competent jurisdiction or by administrative delay not due to the fault of the Entity (and its officials, employees or agents) shall not be liable directly or indirectly for any claims, losses, costs, or expenses caused to or suffered by the Contractor or any other person in connection with this Agreement or as a result of such prevention, restriction or delay.

2. **Compensation.**

2.1 In consideration of the services to be performed and goods to be provided by the Contractor, the Contractor shall be paid in accordance with the unit price for Line #00001 of the price sheet as set forth in the Bid.

2.2 The Contractor shall submit invoices to the Entity monthly for the services performed and the goods provided for the Entity during the prior month. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Order number and line number(s) that correspond with resulting orders
- Services performed and goods provided during the preceding billing period

Original invoices shall be submitted to **[INSERT ENTITY'S DISBURSEMENT ADDRESS]**. Invoices in the proper form and approved by the Entity shall be paid by the Entity within thirty (30) days of receipt thereof. The Entity reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the Entity, in its discretion deems appropriate.

2.3 In no event shall the compensation paid to the Contractor exceed the sum of the Entity's approved appropriation for this Agreement in any contract year or term hereof. If any portion of any term of this Agreement extends beyond the Entity's then-current fiscal year, this Agreement is subject to availability and appropriation of funds for that portion of the term that extends beyond the Entity's then-current fiscal year.

2.4 Except as may be mutually agreed upon by the parties hereto in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services rendered or to be rendered or goods provided or to be provided hereunder. The parties

hereto further agree that the Entity shall have no obligation to reimburse, pay directly, or otherwise satisfy, any losses, costs or expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the loss, cost and/or expense of any insurance, license fees, hedging security, or hedging-related items.

3. **Term.**

3.1 This Agreement shall be effective when executed by the Entity and the Contractor and shall continue through one (1) year thereafter (hereinafter defined as the "Initial Term") at which time the Entity may exercise its option to renew as set forth in Section 3.2 below, unless the Agreement is terminated pursuant to Article 5 hereof.

3.2 The Entity reserves the sole right to renew this Agreement for _____ years, in one-year increments, (each a "Renewal Term") on the same terms and conditions set forth herein. The Entity will automatically renew this Agreement at the end of the Initial Term and each Renewal Term (except for the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then-current term. Unless set forth in a written amendment, the compensation and manner of payment set forth in Paragraph 2 shall remain unchanged.

4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 The Contractor is a [limited partnership] [general partnership] [corporation] [limited liability company], duly formed and validly existing under the laws of the State of _____ and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution of this Agreement and the delivery and performance required under this Agreement.

4.3 The Contractor and the person executing this Agreement for the Contractor warrants that he is duly and legally authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The services and goods to be provided under this Agreement shall be performed and provided competently and with due care, and in accordance with all applicable laws, codes, ordinances, regulations, executive orders and licensing requirements. The parties understand and agree that this Agreement may be for the provision of a combination of goods and services. In such case, the parties hereby agree that the warranties of merchantability and fitness for a particular purpose and use shall apply to the portion of this Agreement that is pertaining to or for goods. The parties understand and agree that County shall rely upon all express warranties contained in this Agreement, including but not limited to the Bid, and any sample or model presented by Contractor and expressly accepted by the County. All goods to be delivered shall comply with the implied warranties of merchantability, fitness for particular purpose and use and warranties of title and against infringement, and all express warranties contained in this Agreement, including but not limited to the Bid.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to perform the services and provide the goods under this Agreement, and shall present such licenses and certifications to the Entity upon its request for the same.

4.6 The financial condition of the Contractor shall be satisfactory to the Entity and if requested, the Contractor shall have delivered to Entity such written statements, schedules or reports in such form, containing such information and accompanied by such documents as may be satisfactory to the Entity concerning the financial condition of the Contractor. Such documentation shall fairly and accurately present the financial condition of the Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements.

4.7 All representations and warranties made in the Procurement Affidavit, the Contract Affidavit (Attachment B, attached hereto and incorporated herein) and the Bid remain true and correct in all respects.

5. **Termination.**

5.1 **Termination for Convenience.**

5.1.1 The Entity may terminate this Agreement, in whole or in part, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.1.2 In the event of termination, without cause, the Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

5.2 **Termination for Default.**

5.2.1 The Entity may terminate this Agreement, for default, as set forth in Article 7 hereof, by providing written notice thereof to the Contractor at least seven (7) days prior to the intended date of termination at the address set forth in Article 26 of this Agreement, or at such other address as may be later designated by the Contractor in writing in accordance with Article 26 of this Agreement.

5.2.2 In the event of termination for default, the Entity shall have the rights and remedies hereinafter set forth.

5.3 **Termination for Non-Appropriation of Funds.**

5.3.1 The failure of the Entity to appropriate sufficient funds in any fiscal year or term of this Agreement to provide funds for this Agreement shall entitle the Entity to terminate this Agreement without prior notice to the Contractor. This termination shall be immediate and the Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in

the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.**

The Contractor shall be required to procure and maintain the insurance required by the Entity pursuant to the attached insurance requirements in Attachment C, attached hereto and incorporated herein, in the form and in amounts acceptable to the Entity throughout the term of this Agreement. The Contractor shall provide evidence of the required insurance coverages to the Entity while this Agreement is in force in a form satisfactory to the Entity. Such documentation may, in the discretion of the Entity, be in the form of binders, or declarations, or policies from the insurance company. In the event of a conflict between the provisions of the attached insurance requirements and this Agreement, the provisions of this Agreement shall prevail.

7. **Default.** The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 Representations and Warranties. If any representation or warranty, expressed or implied, contained in this Agreement, and if applicable, the Bid shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed or at any time throughout the term of this Agreement.

7.2 Compliance with Covenants and Conditions. If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty related to this Agreement.

7.3 Performance of Contractual Obligations. If the services performed and the goods provided hereunder are not performed and provided in good faith and in accordance with the provisions of this Agreement.

7.4 Conditions Precedent to Any Disbursement. If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

7.5 Bankruptcy. If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced in by the Contractor or remains for sixty (60) days un-dismissed; or the Contractor takes any of the actions described in this subsection.

8. **Remedies for Default.**

8.1 The Entity shall have the right upon the happening of any Default, without providing notice to the Contractor:

a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the Entity, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

8.2 Upon termination of this Agreement for default, the Entity may elect to pay the Contractor for services provided up to the date of termination, less the amount of damages caused by the default, all as determined by the Entity in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the Entity shall not be obligated to make any further disbursements hereunder.

9. **Remedies Cumulative and Concurrent.**

No remedy herein conferred upon or reserved to the Entity is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the Entity shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the Entity may be exercised from time to time as often as may be deemed expedient by the Entity.

10. **Confidential Information.**

The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the Entity.

11. **Conflict of Interest.**

The Contractor represents and warrants that there is no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any renewal hereof, the Contractor shall immediately advise the Entity in writing thereof.

12. **Assignment.**

12.1 Neither the Entity nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the prior written consent of the other. The

Contractor further agrees to provide a minimum of ninety (90) days' written notice to the Entity prior to entering into any merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the Entity to procure the goods and/or services elsewhere. In the event the cost of procuring such alternate goods and/or services increases the cost to the Entity, and/or delays delivery time of any product, in addition to any other remedies available to the Entity, the Contractor shall pay to the Entity, as damages, any and all additional costs and/or damages incurred.

12.2 Nothing in this Agreement shall be construed to create any personal or individual liability upon any employee, officer or official of the Entity, nor shall this Agreement be construed to create any rights or obligations for any person or entity other than the Contractor and the Entity.

13. **Delegation of Duties.**

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the Entity.

14. **Indemnification.**

14.1 The Contractor shall defend, indemnify and hold harmless the Entity, its employees, agents and officials from any and all liabilities, claims, suits, or demands including but not limited to attorneys' fees which may be made against the Entity, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the Entity or its employees, agents or officials.

14.2 The Contractor shall also defend, indemnify and hold harmless the Entity, its employees, agents and officials from any and all liabilities, claims, suits, or demands including but not limited to attorneys' fees which may be made against the Entity, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with this Agreement.

14.3 Unless notified by the Entity in writing to the contrary the Contractor shall provide defense for Entity, its employees, agents and officials in accordance with this Article 14 and in doing so Contractor shall allow Entity to participate in said defense of Entity, its employees, agents and officials, to the extent and as may be required by the Entity and the Contractor shall cooperate with Entity in all aspects in connection therewith.

15. **Integration and Modification.**

This Agreement sets forth the entire agreement between the Contractor and the Entity relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon the Contractor and the Entity. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the Contractor and the Entity.

16. **Fee Prohibition.**

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the Entity, its employees, agents, and officials from all such claims, suits or demands.

17. **No Partnership.**

Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the Entity other than expressly specified herein and the Contractor and the Entity shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and the laws of the Entity, if applicable.

19. **Recitals and Conflicting Terms.**

19.1 The Recitals are hereby incorporated into this Agreement. The Contractor acknowledges that any purchase order or other ordering document issued on or after the effective date of this Agreement is also hereby integrated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the Entity in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

19.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

19.3 If a conflict arises between the provisions of this Agreement and any purchase order or other ordering document, the provisions of this Agreement shall prevail.

20. **Severability.**

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

21. **Time is of the Essence.**

TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

22. **Counterparts.**

This Agreement may be executed in any number of counterparts by the Contractor and the Entity hereto in separate counterparts, each of which when so executed and delivered shall be

deemed to be an original and all of which taken together shall constitute but one and the same instrument.

23. **Ownership of Goods.**

All finished or unfinished work, reports, or goods that are the subject of this Agreement including but not limited to any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the Entity.

24. **Discrimination Prohibited.**

24.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:

a. Fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

24.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

25. **Reports / Information / Inspections / and Audits.**

25.1 At any time during normal business hours and as often as the Entity may deem necessary, the Contractor shall make available to and permit inspection and photocopying by the Entity, its employees or agents, all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits.

25.2 The Entity may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements. The independent auditor selected shall be subject to the approval of the Entity.

25.3 The Contractor shall provide monthly comprehensive reports of its activities and the status of its objectives to the person designated by the Entity to receive such reports. The Contractor

shall maintain, in a neat and orderly manner, all documents and records relating to work performed pursuant to this Agreement and shall, upon the request of the Entity, turn over to the Entity all information, data, documents, records, reports, drawings and the like, prepared in the course of work under this Agreement.

26. **Notice.**

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier with receipt, or hand delivered with signed receipt to the following address or individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE ENTITY: [Contact Name and/or Job Title, address, telephone number and fax number]

FOR THE CONTRACTOR: [Contact Name and/or Job Title, address, telephone number and fax number]

27. **Political Contribution Disclosure Affirmation.**

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as amended which requires that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$100,000.00, shall file with the State Board of Elections certain specified information including but not limited to the disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

28. **No Waiver, Etc.**

No failure or delay by the Entity to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the Entity from exercising any such right, power, or remedy at any later time or times.

29. **Survival.**

Those sections of this Agreement which by their nature are intended to survive, including but not limited to, Articles 4 (Contractor's Representations and Warranties), 10 (Confidential Information), 14 (Indemnification), 23 (Ownership of Goods), and 25 (Reports/Information/and Audits) shall survive the expiration or earlier termination of this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Federal Identification No. _____

By: _____(SEAL)

[Insert Name]

[Insert Title]

[Signatures continued on next page]

ENTITY'S SIGNATURE PAGE

SAMPLE

ATTACHMENT A

SERVICES TO BE PERFORMED/GOODS TO BE PROVIDED

THE ABOVE ARE IN ADDITION TO OBLIGATIONS AND DUTIES AS SET FORTH IN THE REQUEST FOR PROPOSAL NO _____ AND THE BID.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS NOT A REQUIREMENTS CONTRACT AND THE ENTITY SHALL PROCURE FROM THE CONTRACTOR AS DEEMED APPROPRIATE IN THE ENTITIES SOLE DISCRETION.

SAMPLE

ATTACHMENT B
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_____ and the duly authorized representative of [business]_____

(the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

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

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

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

ATTACHMENT C

[INSURANCE INFORMATION]

SAMPLE