REQUEST FOR PROPOSAL NO. P-233

SOLAR ENERGY, VARIOUS LOCATIONS

Due Date: 04/30/2019, Time: 2:15 PM

Mandatory Pre-Proposal Conference: 04/10/2019, Time: 1:00 PM

Mandatory Site Visits: See General Conditions, Section 9 for Dates and Times

ROSETTA BUTLER, CHIEF OF PURCHASING
PHONE: 410-887-4637
EMAIL: rbutler@baltimorecountymd.gov

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 (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

_____ 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?
_____ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
_____ Have you included and verified the complete electronic version (CD) of your bid?
TABLE OF CONTENTS

I. General Instructions for Solicitations
   1. Instructions, Forms and Specifications
   2. Award of Solicitations
   3. Reservations
   4. Delivery
   5. Competition
   6. Terminations
   7. Hold Harmless - Indemnification
   8. Minority Business Enterprise (MBE) and Small Business Notice
   9. Authority
   10. HIPAA (Health Insurance Portability and Accountability Act)
   11. Reports
   12. Terms of Contract
   13. Severability
   14. Counterparts
   15. Survival
   16. No Waiver, Etc.
   17. Maryland Registration / Qualification Requirements
   18. Eligibility of Candidates for Employment
   19. Warranty
   20. American Manufactured Goods Required for Public Works
   21. Request for Proposals

II. Procurement Affidavit

III. Minority Participation Affidavit

IV. Taxpayer Identification Number (TIN and Certification)

V. Insurance Provisions

VI. Bid Reply Label

VII. General Conditions
   1. Background
   2. Scope of Services
   3. Technical Requirements
   4. Deliverables
   5. Post Award Installation, Inspection and Acceptance
   6. Performance Bond/Performance Security Requirements
   7. Compensation
   8. Term of Agreement
   9. Pre-Proposal Conference
   10. Extension of Time
   11. Questions and Inquiries; Addenda
   12. Evaluation of Offers
   13. Oral Presentation
   14. Offeror Qualifications
   15. Submittal Process and Required Copies
   16. Funding Out
   17. Insurance
   18. County Holidays
19. Multi-Agency Procurement
20. Cooperative Purchase
21. “SAMPLE” Form Contract
22. Utilization of Baltimore County’s Department Of Economic And Workforce Development.
23. MBE/WBE Requirements
24. Economic Benefit Factor
25. Electronic Version Submittal
26. Background Checks

VIII. Proposal Signature Cover Page
IX. Price Sheet
BALTIMORE COUNTY, MARYLAND
General Instructions for Solicitations

1. Instructions, Forms and Specifications

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

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

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

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

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

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

1.7 Submission of a bid in response to this solicitation evidences the bidder’s acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder’s representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

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

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

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

2. Award of Solicitations

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

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

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

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

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall
make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

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

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

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

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

3. **Reservations**

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

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

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

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

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

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

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

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

4. **Delivery**

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

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

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

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

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

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

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

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

6. Terminiations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. 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. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

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

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be incurred or made against the County, 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 the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be made against the County, 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 the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

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

9. Authority

9.1 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.

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

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

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor’s acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract 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.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties 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.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.
16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, 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 County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company’s status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a “Certificate of Status”) issued by the Maryland Department of Assessment and Taxation’s (“SDAT”) Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland or to download SDAT related forms visit the Maryland Department of State Department of Assessments & Taxation at http://www.dat.state.maryland.gov/businesses/Pages/default.aspx. If you need additional assistance call (410) 767-1184.

17.3 Baltimore County requires the successful bidder to be in “good standing” (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder’s status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County’s satisfaction.

19.2. Should a manufacturer's or service provider’s warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider’s warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

21. Requests for Proposals: In addition to aforementioned instructions, the following apply to Requests for Proposals (RFP).

21.1 All RFP proposals submitted shall be valid for 180 days following the closing date noted, unless otherwise specified in the bid documents. This period may be extended by mutual written agreement.
Proposals may not be withdrawn during this period.

21.2 Modifications: The County may, at any time by written order, make changes within the general scope of a contract including, but not limited to, changes (1) in any designs or specifications; (2) in the method, quantity, or manner of performance of the work; (3) in any County-furnished facilities, equipment, materials, services, or property; or (4) directing acceleration in the performance of the work. No change, modification or revision shall be binding upon the County, unless made in writing by its authorized representatives.

21.3 Subcontracting and Assignment: All subcontracting arrangements require prior approval of the County. The Contractor shall not assign, transfer, convey, delegate, subcontract, or otherwise dispose of any award of any or all of its rights, title, or interest therein, without the prior written consent of the County, which shall not be unreasonably withheld.

21.4 Additional Reservations for RFP’s

21.4.1 This RFP creates no obligation on the part of the County to compensate offerors for proposal preparation expenses. The County reserves the right to award a contract based upon proposals received without further negotiation and may do so; offerors should not rely upon the opportunity to alter their proposals during discussions.

21.4.2 The County reserves the right to waive minor irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award. The County reserves the right to cancel this RFP, in whole or in part, any time before the closing date.

21.5 Confidentiality: Offerors must specifically identify any portions of their proposals deemed to contain confidential information, proprietary information or trade secrets. Those portions must be readily separable from the balance of the proposal. Such designations will not be conclusive, and offerors may be required to justify why such material should not, upon written request, be disclosed by the County under the Public Information Act, General Provisions Article, Title 4, of the Annotated Code of Maryland, as amended. The County may disclose such information if required by law, court order or subpoena.
A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

____________________________________________________________________________
____________________________________________________________________________.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

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

____________________________________________________________________________
____________________________________________________________________________.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

____________________________________________________________________________
____________________________________________________________________________.

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

____________________________________________________________________________
____________________________________________________________________________.

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;
(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

(2) The Business is a (please select one):
   - ☐ Corporation
   - ☐ Partnership
   - ☐ Limited Liability Company
   - ☐ Limited Liability Partnership
   - ☐ Sole Proprietor
   - ☐ Other: __________________________
     (If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation (“SDAT”) in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?
   - ☐ Yes  ☐ No  
     a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees?  ☐ Yes  ☐ No
     b. Registered Agent as shown in SDAT:
        Name: ______________________________________________________
        Address: ______________________________________________________
        ______________________________________________________

(4) Except as validly contested, has the Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?
   - ☐ Yes  ☐ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

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

(2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of $2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
   a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
b. If the services under the contract are anticipated to be performed outside the United States;
c. Where the services will be performed; and
d. The reasons why it is necessary or advantageous to perform the services outside the United States.

(3) Indicate below whether or not the Business has information to disclose. (You must check one of these)
[ ] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
[ ] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
  i. The services will be performed in the following location: _________________________
  ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _________________________

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:
  i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article; or
  ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

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

N. ACKNOWLEDGMENT

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

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

Date: ________________________  By: ___________________________________________
  Name: ______________________________________________________________
  Title: _______________________________________________________________
  (Authorized Representative and Affiant)
MINORITY PARTICIPATION AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING MINORITY PARTICIPATION

I FURTHER AFFIRM THAT:

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

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

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

___ The Business is a MBE ___ or WBE ___

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

[___] City of Baltimore #_____________________

[___] Name Other Jurisdiction: __________________________________  #_____________________

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

___ Minority Status

_____ African American  _____ Hispanic American

_____ Asian American  _____ Native American

_____ Caucasian  _____ Women

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

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

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

Date: ________________________  By:___________________________________________

Name:________________________________________________________

Title:

(Authorized Representative and Affiant)
List your legal business name below, as shown on your income tax return. Sole proprietors should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For limited liability companies (LLC) that are owned by an individual, the owner’s name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For limited liability companies that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

City                                      State                                      ZIP Code

Remittance Address, if different from above

City                                      State                                      ZIP Code

Contact Person                          Title

Phone Number

(            ) -   Ext: (            ) -

Fax Number

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

[ ] [ ] [ ]

[ ] [ ] [ ]

OR

Employer Identification Number

[ ] [ ] [ ] [ ] [ ] [ ] [ ]

IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Individual

Corporation

Sole Proprietor

Partnership

Other: (explain)

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date
MBE / WBE Certification

Maryland Department of Transportation (MDOT)
Certification #: _____________________________
Certification Date: _______ / _______ / __________
Pending: __________________________________

City of Baltimore
Certification #: _____________________________
Certification Date: _______ / _______ / __________
Pending: __________________________________

Business Ownership (Check Only One)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>O</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
<td>Government Entity</td>
<td></td>
<td>Other: ______________</td>
</tr>
<tr>
<td>H</td>
<td>Disabled</td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>MA</td>
<td>Minority-owned, Not small business</td>
<td>W</td>
<td>Woman-owned, Small business</td>
</tr>
<tr>
<td>M</td>
<td>Minority-owned, Small business</td>
<td>WA</td>
<td>Woman-owned, Not small business</td>
</tr>
<tr>
<td>NS</td>
<td>Non-minority-owned, small business</td>
<td>X</td>
<td>Woman-owned, Minority, Small business</td>
</tr>
<tr>
<td>NL</td>
<td>Non-minority-owned, Large business</td>
<td>XA</td>
<td>Woman-owned, Minority, Not small business</td>
</tr>
</tbody>
</table>

Type of Business/Organization

<table>
<thead>
<tr>
<th></th>
<th>Attorney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association</td>
<td></td>
</tr>
<tr>
<td>Government Entity</td>
<td>Educational Institution</td>
</tr>
<tr>
<td>Medical Service Provider</td>
<td>Non-profit Organization</td>
</tr>
<tr>
<td>Other: (explain)</td>
<td>Financial Institution</td>
</tr>
</tbody>
</table>

Ethnicity of Ownership (Check Only One)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>I</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asian American</td>
<td></td>
<td>American Indian/Alaskan Native</td>
</tr>
<tr>
<td>B</td>
<td>African American</td>
<td></td>
<td>Non-minority</td>
</tr>
<tr>
<td>H</td>
<td>Hispanic American</td>
<td>O</td>
<td>Other Ethnic Group:</td>
</tr>
</tbody>
</table>

Incorporation

Incorporation State: _____________________________  OR  Date Business Started _______ / _______ / _______

Signature

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

Signature: ______________________________________

Title: ______________________________________

Date: ______________________________________
1. GENERAL REQUIREMENTS

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

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

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

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

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

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:
Personal Injury Liability and Property Damage Liability Combined Single Limit - $500,000 each occurrence

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

2.1.3 Minimum Coverages to be Included:
(a) Independent Contractor's coverage;
(b) Completed Operations and Products Liability coverage; and
(c) Contractual Liability coverage.

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

2.2 Automobile Liability Insurance

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

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

2.3 Workers' Compensation and Employers' Liability Insurance

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

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

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

REQUEST FOR PROPOSAL

NO. P-233
04/30/19, 2:15 PM
SOLAR ENERGY, VARIOUS LOCATIONS

TO: BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
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
1. **BACKGROUND**

1.1 Baltimore County, Maryland ("the County"), seeks, through the fruition of this project, to take significant steps toward its goal of generating and consuming at minimum 20% of its annual energy needs through renewable sources by 2022. The County is seeking to offset at least 20% of its electric metered usage with locally produced solar power. We anticipate that this will require roughly 24,132,000 kWh of renewable energy production annually. To this end, the County seeks a qualified firm or firms to own and operate solar facilities which will provide solar power to the County.

1.2 The County is interested in a power purchase agreement (PPA), with a purchase option. Federal, state and local incentives should be incorporated into this agreement. The County is assuming that any such development will be done at no immediate cost to the County with the understanding that the developer will provide the County with electric output from said development at a negotiated fixed term rate and escalations period. Consistent with Baltimore County’s renewable energy goal, the County requires that all renewable energy credits (RECs) associated with the agreement are formally registered under the terms of the agreement.

1.3 The County will not be responsible for expenses incurred in preparing responses to this RFP and such costs should not be included. The County will only entertain proposals that have no maintenance costs to the County while the system is owned by the developer. The County maybe interested in options to purchase the installation(s). If the County opts to purchase the system(s), we expect a complete transfer of knowledge of the system in order to operate and maintain the system.

2. **SCOPE OF SERVICES**

2.1 The County is seeking proposals for solar projects that can be installed at County-owned facilities grounds, parking lot/carports with minimal impact to structures (roofs, light poles, etc.). The County reserves the right to select a number of projects for potential award. Upon final approvals, the County will enter into an agreement with the selected Contractor(s) to design, build, operate, maintain, and finance these projects at the selected sites.

The County is issuing this Request for Proposal (RFP) to include the following scope at a minimum:

2.1.1 Provide and develop solar photovoltaic projects including preliminary design and site investigation, final design, project management, financing, and construction and commissioning of all facilities. This includes but is not limited to: all equipment and materials, site preparation, all Subcontractors, consultants, and permits.

2.1.2 The Contractor shall develop a management approach to facility implementation, a plan for executing the project to meet the scheduled operational dates, and a plan for operating and maintaining the facility for the duration of the entire term of the Agreement including any renewals or extensions to the Agreement. The Contractor shall control and coordinate with Subcontractors and third parties including other State and local agencies and the public. The Contractor should identify key risk areas of the project and address how they will be managed.
2.1.3 Provide all necessary engineering feasibility studies for the proposed project.

2.1.4 Provide design and engineering calculations for all aspects of the installation of proposed systems. The Contractor’s design shall be stamped by its own Maryland licensed professional engineer in pertinent area of expertise.

2.1.5 Provide installation of the complete solar photovoltaic system, including all mechanical, electrical, interconnection, structural, etc. for a complete and finished and operational product.

2.1.6 Provide coordination with local utility company for facility interconnection to the power grid.

2.1.7 Provide complete operation and maintenance for the entire structure for the life of the installation, including mowing of the site, grounds and access ways if required. Note: the County expects the Contractor to be responsible for repair of any damage to the structure not caused by the County’s negligence.

2.1.8 Provide metering and monitoring of energy production, use and costs to the County with no fee. Refer to 2.5 for additional information on inclusion of installation of an automated data acquisition system (“DAS”).

2.1.9 Complete all preliminary planning to meet and obtain all licensing, code compliance and permitting requirements as required by the County to complete system installation. Attain approval for all right-of-entry to project sites.

2.1.10 Coordination with the County for all construction, operation, maintenance, repair, or upgrade to the facility to assure the facility is operated and maintained without disruption to the County’s operation except where specifically approved by the County.

2.1.11 The Contractor shall obtain all required permits and approvals for their activities prior to commencement.

2.1.12 All necessary site preparation is the responsibility of the Contractor and shall comply with Federal, State, and Local requirements.

2.1.13 Contractor is responsible for all security measures needed to protect the structure.

2.1.14 Unless the system is purchased by the County, the facility shall be decommissioned and the site shall be restored to its original state upon expiration or termination of the Power Purchase Agreement. Decommissioning responsibilities include the removal of: any perimeter fences, any concrete or steel foundations, all metal structures (mounting racks and trackers), all PV modules, pipelines, alternators, generators, aboveground and underground cables, transformers, inverters, fans, switch boxes, fixtures, and otherwise restoring the premises to its original position or mutually-agreed upon state.

2.2 Environmental Considerations.

2.2.1 Environmental impacts must be kept to a minimum.

2.2.2 During the installation of the renewable energy facility, if any undocumented cultural/historical resource items are encountered, the Contractor shall stop work and
contact the County immediately. The County will coordinate with the appropriate Departments / Agencies to determine the proper course of action. The County shall be responsible for all costs associated with the protection of undocumented cultural/historical resources items.

2.2.3 During the construction of the renewable energy facility, if unknown hazardous and/or contaminated materials are encountered or an unexpected, reportable environmental incident occurs, the Contractor must stop work and contact the County immediately. The Contractor shall be required to undertake appropriate mitigation steps to prevent the spread of contamination and to protect the health of workers and the public. The Contractor shall prepare an incident response strategy with respect to potential contaminated or hazardous materials. The County shall be responsible for all costs associated with the mitigation and disposal of existing unknown hazardous and/or contaminated materials. The Contractor shall be responsible for any costs associated with environmental incidents/contamination caused by the Contractor or sub-Contractor(s).

2.2.4 Unless approved by the County, existing drainage patterns shall not be altered. The Contractor is required to address any drainage impacts in its site design and preserve the functionality of the adjoining drainage system and cannot exceed adjoining system capacity. Permanent and temporary drainage systems shall be compatible with existing watershed drainage systems in adjacent properties. Where drainage patterns will or must be changed from existing patterns, the County must be contacted for approval. Work that would affect any drainage infrastructure shall be undertaken to prevent discharge of runoff that carries excavation or demolition debris. All earthwork and grading shall be performed in such a manner to avoid any flooding, ponding, or erosion.

2.2.5 The Contractor must obtain approval from the County prior to any tree or vegetation removal. The Contractor will work with the County to mitigate any loss of trees by planting new trees at another County-approved location.

2.2.6 The geotechnical tests may be required based on location of conduit installation for interconnection point.

2.3 Interconnection Agreements.

2.3.1 The Contractor will be responsible for electric grid connection through Interconnection Agreements.

2.3.2 The Contractor must coordinate all interconnection work with the respective utility and perform all work in strict compliance with all stipulations of the interconnection permit thereby. The Contractor must maintain ownership of utility and communication interconnection. The County shall have final approval of interconnection locations and design.

2.3.3 The Contractor shall be responsible for paying all application costs, potential interconnection study costs and impact costs imposed by the utility, and all other actions necessary for site development.

2.3.4 The Contractor shall locate, verify, and plan cable routes prior to commencement of work.

2.3.5 The Contractor shall be responsible for procuring all equipment (including upgrades to existing equipment) needed to transmit and interconnect the project to the grid.

2.4 Renewable energy systems must meet all local building and electrical codes. All applicable renewable energy equipment must be UL listed.

2.5 Proposals must include installation of an automated data acquisition system (“DAS”) at each installation site to measure and monitor the renewable energy system performance and operation. A utility-grade meter must be installed on each renewable energy system. The DAS may be integrated into the inverter and system or externally interfaced with the renewable energy system to collect required data. Monitoring and reporting of the amount of energy generated must be
The DAS shall provide a real-time high-definition graphical overview of the system via a web interface. The DAS shall record and maintain historical data for the life of the Agreement at fifteen minute intervals. The DAS shall have the ability to push data via one of the following protocols: ftp, sftp, http or http.

2.6 No buildings, structures or appurtenances may be placed on the renewable energy site for purposes other than renewable energy power production, storage, distribution, maintenance, safety, and use. The entire project, including all equipment and appurtenances, shall be contained within the area defined by the Agreement.

2.7 In certain circumstances, the Contractor may be permitted to relocate existing free-standing lighting and other free-standing County—owned features that might impede the project. Such facilities shall be replaced by the Contractor to provide the same level of service, quality, and aesthetic to functionally replace the existing system. The Contractor will be required to provide designs stamped and signed by a Maryland State Registered Professional Engineer to show that the replacement system will meet or exceed the existing level of service of the system being relocated. The County must review and approve relocations to ensure there is no compromise in safety.

2.8 The Contractor shall keep itself informed of and comply with all applicable federal, State, and local laws, regulations, ordinances, policies, standards, and guidelines affecting renewable energy projects applicable to its activities and obligations under this contract, as those laws, policies, standards, and guidelines may be amended from time to time, and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution.

3. TECHNICAL REQUIREMENTS.

3.1 Feasibility Assessment: Rooftop, Ground-Mounted, Parking Lots/Carports System Siting

The County is requesting schematic design for the development and construction of solar photovoltaic (PV) systems on existing rooftops, ground sites, and parking lot/carports throughout the County’s facility portfolio. The sites included herein shall be assessed for solar potential and the County does not guarantee the solar feasibility of any facility or property listed herein.

Below is a list of initial sites the County is contemplating. The County reserves the right to add or delete sites during the term of the Agreement.

In brief, schematic designs should be developed which include a conceptual layout of the arrays, system size, estimated kWh production, estimated system capacities in KWdc, panel manufacturing details, and a full cost proposal.

*Identified Facilities for Rooftop Solar:* See Attachment A - Facilities Detailed Information

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randallstown Community Center</td>
<td>3505 Resource Drive, Randallstown, MD 21133</td>
</tr>
<tr>
<td>Glen Arm Maintenance Facility</td>
<td>12200 Long Green Pike, Glen Arm, MD 21057</td>
</tr>
<tr>
<td>Detention Center</td>
<td>404 Kenilworth Drive, Towson, MD 21204</td>
</tr>
<tr>
<td>Dundalk Police Precinct 12</td>
<td>428 Westham Way, Baltimore, MD 21224</td>
</tr>
<tr>
<td>Hunt Valley Facility - Gilroy</td>
<td>11112 Gilroy Rd, Hunt Valley, MD 21031</td>
</tr>
</tbody>
</table>
Identified Facilities/Properties for Ground-Mount Solar: See Attachment B – Ground Sites
Aerial View and Acreage

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hernwood Landfill</td>
<td>10900 Furman Ln, Woodstock, MD 21163</td>
</tr>
<tr>
<td>Mount Vista Park</td>
<td>11101 Raphel Rd, Kingsville, MD</td>
</tr>
<tr>
<td>Parkton Landfill</td>
<td>800 Stablers Church Road, Parkton, MD 21120</td>
</tr>
<tr>
<td>Southwest Area Park</td>
<td>3939 Klunk Drive, Baltimore, MD 21225</td>
</tr>
</tbody>
</table>

Identified Properties for Parking Lot/Carparks

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Honeygo Run Regional Park</td>
<td>9033 Honeygo Blvd, Perry Hall, MD 21128</td>
</tr>
<tr>
<td>Reisterstown Regional Park</td>
<td>401 Mitchell Drive, Reisterstown, MD 21136</td>
</tr>
<tr>
<td>Eastern Regional Park</td>
<td>11723 Eastern Avenue, Chase, MD 21220</td>
</tr>
<tr>
<td>Meadow Wood Regional Park</td>
<td>10650 Falls Road, Lutherville-Timonium, MD 21093</td>
</tr>
</tbody>
</table>

Existing Facility Details.

Attachment A – Facilities Detailed Information is provided herein that outlines the location of each site, relevant utility and kWh usage, and as built, if available. Copies of BG&E utility bills and construction drawings will be provided for each site as needed, to the extent they are in the County’s possession, unless classified for security purposes. To the extent the County is unable to release drawings for security purposes, the County will work with the Contractor to make available as much material as it can.

3.2 Feasibility Assessment Requirements.

The proposal shall include:

3.2.1 A schematic design with a preliminary system specification and layout, which identifies the estimated PV system size and estimated daily, monthly and annual kWh production over the term of the agreement which shall be a minimum of 20 years.

3.2.2 Description of solar PV system, including equipment details (PV manufacturer, inverter manufacturer), life of system, mounting system, roof penetrations, and amount of roof area/parking area utilized, etc.

3.2.3 Description of how a solar PV system will be interconnected with other power systems. Include description of anticipated power outages at existing buildings due to tie in of PV system to existing power distribution equipment.

3.2.4 Anticipated impacts to power factor. If solar PV will cause a power factor imbalance that would trigger additional charges by the distribution utility (BGE), outline how it would be addressed.

3.2.5 Shading analysis and impact to kWh production.

3.2.6 An outline of anticipated permits, including local and state.

3.2.7 An estimated timeline/project schedule, outlining the time for design, permitting and construction.
3.2.8 A Risk Management Assessment, outlining how the Contractor will conduct preliminary studies so as not to expend significant financial and time investment in the case a site, during investigation, proves infeasible.

3.2.9 An outline of anticipated scheduled maintenance by Contractor.

3.2.10 Contractor is to demonstrate the ability to obtain all needed permits and licenses to operate and maintain such facility in compliance with all local, state and federal regulations.

3.3 Renewable Energy Credits/Environmental Attributes.

3.3.1 The Contractor shall register the renewable energy credits associated with the solar production produced under the terms of the agreement- whether State of Maryland SRECs or equivalent national Green-E RECs-through the Maryland Public Service Commission. Unless otherwise specified, the Contractor will be the owner of all environmental attributes, and is entitled to the benefit of all tax credits, and the County’s purchase of electricity under the agreement does not include environmental attributes, environmental incentives or the right to tax credits or other attributes of ownership and operation of the system, all of which will be retained by the system owner/Contractor.

3.4 The County requests that the Contractor(s) submit description of the system and an attachment showing the expected hourly energy production by month for each project site included in its Technical Proposal. The attachment should include expected Hourly Energy Production by Month, over five consecutive days with a minimum 4-hour production period each test day.

3.5 The Offerors should identify their assumptions regarding the value they have attributed to the RECs within their financial proposals. The Offerors should submit two bid sheets: one including the estimated value of RECs and one without.

3.6 The Project Management Plan, should include at the minimum:

3.6.1 Organization/ team structure, key personnel
3.6.2 Project management and coordination approach
3.6.3 Timeline showing important milestones to achieve operational status
3.6.4 Risk management approach identifying key risks and mitigation measures.
3.6.5 Design management process and delivery approach
3.6.6 Operations and Maintenance management approach including outline of proposed problem escalation procedure
3.6.7 Outline of Health and Safety Program

4. DELIVERABLES POST AWARD OF THE CONTRACT.

Deliverables shall be considered those tangible resulting work products which are to be delivered to the County, such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. 100% Construction Drawings produced shall require a stamp by a Maryland Licensed Professional Engineer, in the pertinent area of expertise. All deliverables and resulting work products from the agreement will become the property of the County.

Design reviews are required at the following stages of development with a turnaround time of a minimum of ten (10) days for the County to review:
4.1 Schematic Design including but not limited to:

4.1.1 Survey, Site plan showing array layout, limit of disturbance, MBE/WBE requirements if any, existing and proposed electrical diagrams, locate interconnection point, description of system, structural concept and preliminary calculations, shading analysis, risk analysis and project schedule, all stipulated relevant reports, 30% level of documentation of architecture, structural, civil and electrical, and updated financial report.

4.2 Design Development Drawings including but not limited to:

4.2.1 Status of approvals, relevant structural, roof and other mounting details, project phasing, project schedule, foundation layout, 50% level construction documentation of architectural, structural, civil, and electrical documentation, and updated financial report.

4.3 100% Construction Drawings and Specifications

4.4 Results and recommendations of structural and roof inspections, test pits, borings, or site investigation.

4.5 Manuals and Drawings - Three (3) sets of site-specific operation, maintenance, equipment and parts manuals for each installed PV system.

4.6 Upon final award and prior to construction, the Contractor shall submit for each awarded site the following documentation:

   a) System description.
   b) Photovoltaic system equipment details and descriptions.
   c) Plans with PV system layout, including racking, module placement, conduit raceways, conduit sizes, modules spacing, structural supports, etc.
   d) Single line diagrams indicating system layout and all required connections to the utility, specifying the inverter models and ratings.
   e) Maryland Licensed Professional Engineer verification that the system will meet wind-load, seismic, and structural requirements.
   f) Electrical grid interconnection and approved Net Metering Agreement with the local utility.
   g) Controls, monitors and instrumentation.
   i) Web based monitoring.
   h) Mounting details and appropriate certification. Proposals for ballasted mounting will be considered on a case by case basis.
   i) System manuals and proposed preventative maintenance program.
   j) Project guarantee: The Contractor shall provide how the following guarantee/warranties will be implemented.

1. All exposed or concealed wiring shall be warranted against UV degradation for Term of Proposed PPA Agreement.
2. All metals used in the construction of the system including, but not limited to, PV modules and array support structures shall be warranted against degradation for the entire term of the agreement.
3. All PV Modules and inverters shall remain in operation for the entire term of the agreement with allowances for normal degradation not to exceed 1% annually.
4. All roof penetrations shall be warranted for the entire term of the agreement. Existing roof warranties must not be compromised and any leaks at the penetrations will
be repaired by the Contractor for the entire term of the agreement. Contractor(s) must use a Sub-Contractor(s) approved by existing roof system manufacturer.

5. Connections to building or parking garage structural members, shall not damage or reduce the structural members’ carrying capacity. The structural members that are used are to be protected from degradation over the entire term of the agreement. If degradation is discovered, the Contractor will be required to make repairs for the entire term of the agreement.

(k) Interconnection Agreement and the Certificate of Public Convenience and Necessity (CPCN) application.

(l) Management or transfer of Renewable Energy Credits as requested by the County (see more information in Renewable Energy Credits/Environmental Attributes Section).

(m) A problem escalation procedure as defined in 4.8 below.

4.7 Health and Safety Program:

The Contractor may be required to provide documentation of its Health and Safety Program and those of its Subcontractors prior to start of construction, and may include, but not be limited to, the elements described below, as applicable. Such programs must be acceptable to the County.

4.7.1 Safety and Health Program: Providing a safe and healthful workplace for all personnel working on or near the worksite is the responsibility of the Contractor and its sub-Contractor(s). The following sections are mandatory for all personnel working at the site. These mandatory sections are intended to be a minimum requirement and may need to be enhanced depending upon the circumstances of the project. The Contractor shall anticipate enhancements and add appropriate procedures to suit each TORFP.

4.7.2 Applicable Safety Rules: The Contractor shall comply with all federal, State, or local standards, regulations, or laws.

4.7.3 Qualifications: Only trained, competent, certified, or licensed personnel shall operate or service equipment, including but not limited to cranes, forklifts, welding equipment, etc.

4.7.4 Contractor’s Safety and Health Written Program: The Contractor shall maintain a written safety and health program for its employees that is acceptable to the Department and shall require that its Subcontractors do the same. At a minimum, the safety and health program shall include the following elements:

a) Responsibilities: The responsibilities of the Contractor’s project manager, first line supervisors, superintendents, safety persons, and others shall be defined.

b) Accident Investigations: All accidents shall be investigated within 24 hours after the accident. A report describing what happened, witnesses, causes, and corrective actions shall be completed and maintained at the job site.

c) Housekeeping and Inspections: The Contractor is required to perform periodic inspections, inclusive of housekeeping, and take appropriate corrective actions.

d) Safety Meetings: Periodic safety meetings shall be conducted by the Contractor. A record of the meeting date, attendees, topics, and corrective actions shall be maintained.

e) Training: All Contractor and sub-Contractor employees shall be trained as required for the type of work being performed on the job site. This may include forklift training, hazard awareness, electrical safety, etc.

4.7.5 First Aid and Emergency Response Procedures: A written description of how first aid and emergency response will be administered shall be included in the written program.
emergency phone numbers shall be included. In addition to a written and practiced safety and health program, the Contractor and its sub-Contractor(s) shall have the following programs in place. The Contractor shall furnish copies of all such programs to the County within 14 days of written Notice of Award. All such programs must be acceptable to the County.

a) Personal Protective Equipment (PPE): The Contractor shall have a PPE program that establishes PPE requirements suited for the job site. At a minimum, each worker will be required to wear hard hat, eye, and foot protection. All PPE shall comply with the appropriate ANSI standards. Special provisions and written programs may be necessary for fall and respiratory protection.

b) Right to Know (Hazardous Communication) Program: The Contractor shall maintain a written Right to Know program, a list of safety data sheets (SDS) and copies of the SDSs for hazardous material that are used on the worksite, and training records to show that all employees have been training in compliance with the standard.

c) Hot Work Program: If the Contractor is doing any type of hot work under this Agreement, the Contractor shall have a written hot work program that is acceptable to such work, shall require the same of its sub-Contractor(s), and supply three (3) copies to the County.

d) Lockout/Tagout Program: The Contractor shall have a written lockout/tagout program which protects the persons performing the work as well as any person affected by the work.

e) Excavation Program: The Contractor shall provide a copy of its excavation procedures and the name of its competent person.

4.8 Problem Escalation Procedure

4.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Agreement, especially problems that are not resolved to the satisfaction of the County within appropriate timeframes. The Contractor shall assign a point person managing the contract stipulated by the Agreement and provide the contact information to the County.

4.8.2 The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Agreement will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

a) The process for establishing the existence of a problem;

b) The maximum duration that a problem may remain unresolved at each level in the Contractor’s organization before automatically escalating the problem to a higher level for resolution;

c) Circumstances in which the escalation will occur in less than the normal timeframe; The nature of feedback on resolution progress, including the frequency of feedback to be provided to the County;

d) Identification of, and contact information for, progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem; Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
5. POST AWARD INSTALLATION, INSPECTION AND ACCEPTANCE.

The following installation, inspection, testing (Commissioning) and acceptance requirements are incorporated herein:

5.1 The Contractor shall supply and install all equipment required to interconnect the PV system(s) to each County’s electrical distribution system, as well as to the County’s electrical distribution network and utility system. The Contractor shall fulfill all applications, studies and testing procedures to complete the interconnection process. All costs associated with utility interconnection shall be borne by the Contractor. The Contractor shall determine whether a distribution system upgrade will be necessary as a result of installing the electrical interconnection and the anticipated load. If it is determined that the PV system will trigger new distribution system upgrades and significant expense, then the Contractor is not obligated to install the solar PV system. However, the Contractor and the County will consider these unexpected costs and determine if there is mutual benefit in reconsidering or modifying the project. If so, the County reserves the right to negotiate with the Contractor to modify the terms and conditions of the contract. Any anticipated upgrades shall be identified in the Technical Proposal.

5.2 The Contractor shall hire an electrical Contractor licensed by the State of Maryland to perform all electrical installations and connections to County’s electrical distribution system, as well as to the County’s electrical distribution networks and utility systems, obtain rough-in and final electrical inspections by a County electrical inspector or by an approved third party electrical inspector.

5.3 The Contractor shall comply with the Baltimore County’s Electrical Code.

5.4 During the system start-up, the County reserves the right to observe and verify each system’s performance. Procedural information shall be provided that will be needed for emergency and/or shut down conditions that occur during the contract period. All testing shall be at the Contractor’s expense. The County shall have the right to observe testing and confirm testing at its cost if it is deemed necessary. Required commissioning and acceptance test services include:

- Start up the solar PV system until it achieves a delivery of at least 80% of the expected average hourly production for the applicable month of startup.

- Successful registration for the renewable energy credits, either SRECs or equivalent national green-e RECs, with the Maryland Public Service Commission as well as the Interconnect Agreement and CPCN waiver.

- Provide electrical inspection certificate by a County approved third party electrical inspector as required.

5.5 The County will only accept the system in its entirety upon verification of performance and operational testing periods. There will be no partial acceptance of the system. Payment under terms of the Power Purchase Agreement will only commence upon complete system acceptance by the County.

5.6 Installation of a renewable energy system shall not adversely affect the safety, design, construction, operation, maintenance, or stability of existing County properties or assets, and shall not interfere with or impair the County’s operations. Construction, operation and maintenance of a renewable energy system shall be coordinated with the County to ensure that County operations are not disrupted.
6. **PERFORMANCE BOND/PERFORMANCE SECURITY REQUIREMENTS.**

6.1 Performance Security is due at the time of contract execution. Performance Security shall be provided as follows:

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

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

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

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

6.2 The County may also consider a Letter of Credit, cash or Parent Guarantee.

7. **COMPENSATION.**

7.1 The Price Proposal shall explain in detail the amount of compensation the Contractor expects to receive and how payments are to be made to include a discount of 50% for volumes above 110% of expected production. Pricing proposed must be per kWh for each year for the life of the agreement.

8. **TERM OF AGREEMENT.**

8.1 **Power Purchase Agreement (PPA)**

   8.1.1 The term of the PPA shall be for a minimum of twenty (20) years, commencing on the initial delivery date. Offerors may propose one or more renewal terms to be renewed at the County’s option.

9. **PRE-PROPOSAL CONFERENCE and SITE VISITS.**

9.1 A **mandatory pre-proposal conference** is scheduled for April 10, 2019, at 1:00 pm., in the Historic Courthouse Building, 400 Washington Avenue, Conference Room 118, Towson, Maryland 21204. The act of submitting a proposal is to be considered acknowledgement by the Offeror that they have visited the property and are familiar with the conditions affecting their use of the land. Failure to do so will not relieve the successful Offeror of his/her obligation to carry out the provisions of the contract.

9.2 **Mandatory site visits** for prospective Offerors to assist in responding to this RFP is scheduled as below.
Site visits shall be used to assess existing conditions, site and natural resource constraints, potential points of interconnection to the grid, locations of rooftop mechanical and electrical equipment, and other items as needed.

The Contractor, as part of the site assessment shall also identify neighboring properties especially residential / commercial that may be impacted by the installation and take those into their siting consideration for visual and other impacts.

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detention Center</td>
<td>404 Kenilworth Drive; Towson, MD 21204</td>
<td>April 15, 2019, Time – 10:00 am</td>
</tr>
<tr>
<td>Meadow Wood Regional Park</td>
<td>10650 Falls Road, Lutherville-Timonium, MD 21093</td>
<td>April 15, 2019, Time – 11:00 am</td>
</tr>
<tr>
<td>Hunt Valley – Gilroy</td>
<td>11112 Gilroy Rd; Hunt Valley, MD 21031</td>
<td>April 15, 2019, Time – 12:15 pm</td>
</tr>
<tr>
<td>Parkton Landfill</td>
<td>800 Stablers Church Road, Parkton, MD 21120</td>
<td>April 15, 2019, Time – 1:30 pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reisterstown Regional Park</td>
<td>401 Mitchell Drive, Reisterstown, MD 21136</td>
<td>April 17, 2019, Time – 10:00 am</td>
</tr>
<tr>
<td>Randallstown Community Center</td>
<td>3505 Resource Drive, Randallstown, MD 21133</td>
<td>April 17, 2019, Time – 11:15 am</td>
</tr>
<tr>
<td>Hernwood Landfill</td>
<td>10900 Furman Ln, Woodstock, MD 21163</td>
<td>April 17, 2019, Time – 12:30 pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dundalk Police Precinct 12</td>
<td>428 Westham Way, Baltimore, MD 21224</td>
<td>April 18, 2019, Time – 11:15 am</td>
</tr>
<tr>
<td>Southwest Area Park</td>
<td>3939 Klunk Drive, Baltimore, MD 21225</td>
<td>April 18, 2019, Time – 12:30 pm</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glen Arm</td>
<td>12200 Long Green Pike, Glen Arm, MD 21057</td>
<td>April 19, 2019, Time – 8:00 am</td>
</tr>
<tr>
<td>Mount Vista Park</td>
<td>11101 Raphel Rd, Kingsville, MD</td>
<td>April 19, 2019, Time – 9:15 am</td>
</tr>
<tr>
<td>Honeygo Run Regional Park</td>
<td>9033 Honeygo Blvd, Perry Hall, MD 21128</td>
<td>April 19, 2019, Time – 10:15 am</td>
</tr>
<tr>
<td>Eastern Regional Park</td>
<td>11723 Eastern Avenue, Chase, MD 21220</td>
<td>April 19, 2019, Time – 11:30 am</td>
</tr>
</tbody>
</table>
The act of submitting a proposal is to be considered acknowledgement by the Offeror that they have visited the property and are familiar with the conditions affecting their use of the land. Failure to do so will not relieve the successful Offeror of his/her obligation to carry out the provisions of the contract. The purpose of the site visits are to clarify any parts of the solicitation and answer questions, which may be pertinent to the request. Each Offeror must attend the site visit, in order to assess the work site and take any measurements that are required. Responses will NOT be accepted from Offerors who do not attend all site visits.

10. EXTENSION OF TIME.

Time is of the essence.

Time extensions during the contract term will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of Nature, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the Subcontractors or suppliers.

11. QUESTIONS AND INQUIRIES; ADDENDA.

11.1 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.baltimorecountymd.gov.

11.2 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 Division. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

11.3 The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals. All questions regarding the proposal should be emailed to Rosetta Butler at rbutler@baltimorecountymd.gov.

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

12.1 Proposal will be evaluated based on the following criteria,

12.1.1 Organization, skills and proficiency in providing the required services outlined in this RFP.

12.1.2 Project management and coordination.

a) Degree to which proposal reflects understanding of the Project and its general approach to facility design, construction, commissioning, electric grid connection, operation, maintenance, and decommissioning.

b) Demonstrates the Offeror’s capability to control and coordinate with Subcontractors, third-party activities, and other resources, including a description of the work flow.

c) The Offeror’s plan for communicating with the Department, its agents, other State and local agencies, and the public.

d) Quality, extent, and relevance of the key risks identified and mitigation measures used to minimize the impact from these issues.

12.1.3 Project schedule/major milestones.

a) Degree to which the timeline narrative supports the schedule development, including methods for meeting completion milestones and flexibility within the schedule, the
approach to rescheduling activities to achieve schedule recovery objectives and how these objectives will be enforced, and the approach to integrating subContractor, permitting, and utility company activities into the project schedule.

12.1.4 Qualifications and Capabilities of Offeror, including proposed Subcontractors:

a) Demonstrated experience and technical qualifications.
b) Fiscal and administrative structure, length of time providing these services, as well as demonstration of ability to provide all of the appropriate services along with resources.
c) Quality, extent and relevance of current and prior experience of the firm installing renewable energy facilities in previous five (5) years.
d) Quality, extent and relevance of current and prior experience of the firm managing renewable energy facilities in the past five (5) years.
e) Demonstrated ability to finance the design, construction, installation, operation, and maintenance of the renewable energy facility.

12.1.5 Experience and Qualifications of Proposed Staff

12.1.6 References.

12.1.7 Degree of completeness of response to the RFP and degree to which the offeror followed instructions for submittal.

12.1.8 Project Technical Approach

a) Detailed description of the system to be installed taking into consideration the proposed installation site, available solar resource, installation costs, aesthetics, structural limitations, roof condition and other relevant factors.
b) Detailed description of the technology selected for the specific project site and rationale. Equipment details if known.
c) Describe the monitoring systems that the Contractor will use to verify system performance. Describe the metering and verification methodology and frequency to determine PV energy production.
d) Provide a timeline showing important milestones to achieve operational status.
e) Description of documents/drawings to be submitted to Buyer after installation of project.
f) Renewable Energy Credits (REC) certification process planned and previous experience with obtaining an outside buyer for the RECs if not purchased by the Buyer. Outline procedure for exchange of project SRECs for equivalent number of national green-e certified RECs.
g) Demonstrates the Offeror’s ability to obtain all needed permits and licenses to operate and maintain such facility in compliance with all local, state and federal regulations.
h) Quality of the technical approach regarding environmental, health and safety, utility coordination, and general renewable energy system requirements.
i) Quality of the plan for operation and maintenance.
j) Quality of the plan for the Monitoring and Data Acquisition System.
k) Quality of the plan for decommissioning.

12.1.9 Economic Benefit Factor

12.1.10 Price. To be ranked from lowest (most advantageous) to highest (least advantageous) price based on Total Proposal Price and number of sites being developed.

12.2 After consideration of the factors set forth in this RFP, the evaluation committee will recommend award to the Offeror or Offerors whose proposal(s) is/are most advantageous to the County.

12.3 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
12.4 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 forthrightness at the time of proposal submission.

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

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

14. **OFFEROR QUALIFICATIONS.**

14.1 Offerors will be required to furnish evidence of sufficient financial responsibility to fulfill the contract, and that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of the contract.

14.2 Offerors must provide at least two (2) references (names of contact persons and phone numbers) of similar sized contracts serviced during the past eighteen (18) months. at least two (2) completed and operational solar PV projects in the past five years for the following categories: 1) ground lot and/or garage deck parking canopy of at least 100 kW dc, 2) rooftop mount of at least 100 kW dc, 3) ground mount of at least 250 kW dc, 4) other types not listed (such as pole-mounted) of at least 5kW dc. In order to qualify for the specific category, you must provide examples of at least two completed projects in that category. The description of past projects should include the following information and be a maximum of two pages per project:

   a) Project name
   b) Location
   c) Contact Information
   d) Project installed capacity in kW dc; annual capacity factor for last three years (state by year of operation.) Annual energy generation (kWh for the last three (3) years.
   e) Brief physical description of project to include equipment manufacture, model, etc. and how the technology used may be applicable to sites that include parking canopies, rooftop, ground, pole or other mounted installations.
   f) Brief discussion of any challenges and how they were overcome.
   g) Detailed description of start-up and acceptance testing.
   h) Was the project a PPA? If yes, how many years is the term? Did it include a purchase option?

14.3 Offeror must identify and include resumes of top three (3) key team members and their combined experience with designing, installing, and operating similar sized solar installations. Outline roles, responsibilities and overall qualifications including organization chart that illustrates reporting structure of key members.

14.4 Offeror must identify any Subcontractors the firm intends to employ in the execution of the project and prior work experience with these Subcontractors. While Subcontractors are expected to be a part of this project, the Contractor should demonstrate substantial ownership of development, design, installation, operation and maintenance of the project.

14.5 Prior to awarding of this contract, the county reserves the right to inspect the facilities of any responsive Offeror. The reputation of Offerors 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.
15. **SUBMITTAL PROCESS AND REQUIRED COPIES.** Each Offeror shall submit one original, clearly marked as such, and three (3) copies of the complete proposal. In addition, an electronic version (CD) of the Technical Proposal in PDF format must be enclosed with the original Technical Proposal. An electronic version (CD) of the Price Proposal in PDF format must be enclosed in the original Price Proposal. The CDs must be labeled with the RFP title, the RFP number, and the name of the Offeror. Be sure to package each CD with the appropriate proposal, Technical or Price.

15.1 The cost of preparing proposals is the responsibility of the Offerors. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring a predetermined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.

15.2 Proposals must be securely sealed and addressed to the Baltimore County Purchasing Division, 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.

15.3 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.

15.4 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.

15.5 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.

15.6 Each proposal shall be accompanied by an executed procurement affidavit which is provided by the Purchasing Division in the solicitation package.

16. **FUNDING OUT.** If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without any obligation or penalty.

17. **INSURANCE.**

17.1 The Contractor will be required to provide verification of insurance coverage to include Endorsement Page(s) for each carrier in accordance with the attached requirements. The Contractor will have fifteen (15) calendar days from receipt of notice of intent to award in which to comply with this requirement, excluding County holidays and non-work days, if applicable.

17.2 All policies for liability protection, bodily injury and/or property damage must specifically and expressly name the Baltimore County, Maryland as an insured with respect to operations under the contract and premises occupied by the Contractor.

17.3 The Insurer must maintain the insurance coverage required by the County while the contract is in force, including renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

17.4 In the event the Contractor changes its insurance carrier, new verification of insurance coverage and Endorsement Page(s) must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.
18. **COUNTY HOLIDAYS.**

- New Year's Day
- MLK, Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day (each even year)
- Veterans' Day
- Thanksgiving Day
- Christmas Day

19. **MULTI-AGENCY PROCUREMENT.**

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

20. **COOPERATIVE PURCHASE.**

20.1 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.

20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

21. **“SAMPLE” FORM CONTRACT**

21.1 A sample of the County’s form contract may be found on the Baltimore County website at [http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html](http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html). By the act of submitting a proposal, the Offeror expressly acknowledges that he/she/it accepts the terms and conditions as stated in the form contract unless exceptions are submitted in writing with the proposal.

21.2 The Offerors’ acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.

21.3 If the Offeror submits an exception, which alters the County’s risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its’ sole and absolute discretion to deem the Offeror non-responsive.

21.4 The County will accept no exceptions to the form contract at any time after submission of the proposal.

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

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

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

23. **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS.** The resulting minority and women business participation requirement for this contract is **20%**.

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

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

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

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

24. **ECONOMIC BENEFIT FACTOR.**

24.1 The Economic Benefit Factor is included to determine if there is a tax benefits, creates jobs or provides social responsibility to Baltimore County and its constituents. Examples of economic benefits to be derived from a contract shall include any, but not limited to, the following. For each
factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

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

24.1.2 Subcontract dollars committed to Baltimore County and/or Maryland minority-owned and women-owned businesses; and

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

24.2 Social Responsibility

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

25. ELECTRONIC VERSION SUBMITTAL.

25.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders’ name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

26. BACKGROUND CHECKS.

26.1 Criminal background checks must be procured and provided to the County, at no cost to the County, for any and all Contractor or Sub-Contractor personnel that have the ability to view or access any County data or facilities. The Contractor must provide copies of such background checks to the County before any such personnel will be permitted to access the County’s data or facilities. The background checks should be sent to Property Management Project Manager or designee. If such background check is not provided to the County, or is determined to be unacceptable, the County reserves the right to require the Contractor or Sub-Contractor to provide alternate personnel. In addition, failure to provide such background check may be deemed to be a default under the contract.
PROPOSAL SIGNATURE COVER PAGE

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

COMPANY NAME: __________________________________________

ADDRESS: ___________________________________________________________________________

__________________________________________  (City)  ___________________________________

__________________________________________  (State)  ___________________________________

__________________________________________  (Zip Code)  _______________________________

TELEPHONE: ______________________________  FAX: ________________________________

SIGNED: _______________________________  DATE: _________________________________

PRINT NAME: ___________________________  TITLE: _________________________________

TAX ID NUMBER (FIN/SS#)_________________________  EMAIL: ____________________________

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

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

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

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

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

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

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

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

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

**NO. P-233**

**SOLAR ENERGY, VARIOUS LOCATIONS**

**Due Date:** 04/30/19, **Time:** 2:15 P.M.

## PRICE SHEET PAGE 1 OF 1

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY/SERVICE DESCRIPTION</th>
<th>QUANTITY FROM/TO</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>COMMODITY CODE: 290-82</strong> Solar Energy Systems, Complete Power Purchase Agreement (PPA) with a Purchase Option.</td>
<td>1</td>
<td>Lot</td>
<td>$__________</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**REFER TO SECTION 7 - COMPENSATION**

**GRAND TOTAL** $___________________

**COMPANY NAME:** ___________________________________________________________

**FED ID OR SOCIAL SECURITY NO.** _____________________________________________