

Baltimore Metropolitan Council



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QUESTIONS AND ANSWERS TO RFP FOR SYNTHETIC POPULATION GENERATOR MODEL DEVELOPMENT AS OF 8/17/2010

Question: Could you provide details on liquidated damages?

Answer: The liquidation damages are defined under the contract clauses; 1) Termination for Default; 2) Termination for Convenience.

1. Termination for Default. If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the Council may terminate the Contract by written notice to the Contractor. This notice shall specify the acts or omissions relied upon as a cause for termination and shall provide Contractor with a period of time not less than five (5) days to cure any default providing that this period does not extend beyond MM DD, 201X. All finished or unfinished work provided by the Contractor shall, at the Council's option, become the Council's property. The Council shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Council can affirmatively collect damages.
2. Termination for Convenience. The performance of work under this Contract may be terminated by the Council in accordance with this clause in whole, or from time to time in part, whenever the Council shall determine that such termination is in its best interest. The Council will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.